

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



Council

Madelyn Orochena

Tracey Viars

Pat Ferris

Antonio Jones

Anthony Gutierrez-Leon

City Council

Meeting Agenda

December 1, 2025 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

Livestream: www.kennesaw-ga.gov/publicmeetings/

1. Invocation

2. Pledge of Allegiance

3. Call to Order

4. Announcements

5. Presentations

A. Recognition of Appreciation: Sergeant Shawn Phillips

Recognition of Appreciation for Kennesaw Police Department Sergeant Shawn Phillips presented by Allison Giddens.

6. Public Comment

This section is for comment on any item on the agenda.

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Ordinance: Chapter 10 Amendments

Consideration for approval of an Ordinance to amend Chapter 10, entitled, "Animals" of the Code of Ordinances of the City of Kennesaw, Georgia.

11. Consent Agenda

A. Minutes: November 17, 2025 Regular Meeting

Approval of the November 17, 2025 City Council Regular Meeting Minutes.

- B. **Resolution: November 4, 2025 - Election Results**
Consideration for approval of a Resolution ratifying the certified election results of the November 4, 2025, General Municipal Election for Council Posts 3, 4, and 5, as provided by Cobb County Board of Elections and Registration.
- C. **Resolution: Intergovernmental Agreement for Fire Dispatch Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Dispatch Services.
- D. **Resolution: Intergovernmental Agreement for Fire Marshal Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Marshal services.
- E. **Resolution: Intergovernmental Agreement for Cooperative Purchasing**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Cooperative Purchasing.
- F. **Cemetery Deed: III-55-G & H**
Authorization for the Mayor to sign a deed for cemetery lots purchased by Akanmu and Omotola Adebayo.

12. General and Administrative

13. Public Safety

- A. **Crime Stats: October 2025**
Consideration to accept the October 2025 crime statistics.

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

19. City Manager's Report

- A. **Appointment: Director of Planning and Zoning**
Ratification of the appointment of Chanelle Campbell as the Director of Planning and Zoning.

20. 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, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations,

and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

22. Executive Session

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.

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: December 1, 2025
TITLE: **Ordinance: Chapter 10 Amendments**
Consideration for approval of an Ordinance to amend Chapter 10, entitled, "Animals" of the Code of Ordinances of the City of Kennesaw, Georgia.

Summary:

To proceed with an updated Intergovernmental Agreement with Cobb County for Animal Control services, the City must first amend its Chapter 10 ordinance to reflect Cobb County's Chapter 10 ordinance in its entirety.

The attached redline has been reviewed by legal.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. ORD 2025- Chapter 10 - Animals
2. Chapter_10__ANIMALS Redline
3. 2025-11-21 Chapter 10 Amendments

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2025-___

**AN ORDINANCE TO AMEND CHAPTER 10, ENTITLED “ANIMALS” OF THE CODE
OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA**

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

SECTION 1. Chapter 10 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to repeal said Chapter and replace it in its entirety by striking and replacing the text as set forth in **“Exhibit A”**.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of December 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Chapter 10 ANIMALS¹

ARTICLE I. IN GENERAL

Sec. 10-1. Definitions.

WHEREAS, the City of Kennesaw is charged with protection of its citizenry and is desirous to establish regulations regarding animals in order to provide a safe and healthy environment for such animals and thereby adopts this Ordinance in furtherance of these goals; and

WHEREAS, the City has entered into an Intergovernmental Agreement which authorizes the County as well as City Police and Code Enforcement Officials and the Cobb County Magistrate Court to enforce said Ordinances within the City limits and as it may be expanded by virtue of future annexations,.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment (of an animal) means the act of any person who:

- (1) Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian;
- (2) Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or
- (3) Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding facility, or pet sitter for treatment, boarding, or other care, and fails to reclaim the animal by the agreed upon time. The entity shall abide by the requirements of O.C.G.A. § 44-14-490 in disposing of the animal.

Abused animal means any animal that has been harmed by an act, an omission or neglect, including but not limited to any animal that has been:

- (1) Deprived of adequate food, water, shelter, ventilation, care, space, or veterinary care.
- (2) Physically harmed, tortured, mutilated, beaten, or illegally killed.
- (3) Trained/used for fighting other animals.
- (4) Used as bait to train/lure other animals to fight/kill.

¹Editor's note(s)—Ord. No. 2007-08, adopted Feb. 5, 2007, renumbered and/or deleted former chs. 10 and 14, and enacted new chs. 10 and 14 to read as set out herein. Former ch. 14 pertained to animals and is now set out as ch. 10, with new provisions for same. For a complete history of former ch. 14 see the Code Comparative Table.

Adequate means sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

Animal shall not include fish or any pests that might normally be exterminated or removed from a business, a residence or other structure.

Animal bite means any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

Animal control facility/shelter means those facilities designated by the board of commissioners for the housing and care of animals pursuant to this chapter.

Animal control officer means an individual authorized by local law or by the governing authority of the county or the covered municipality to carry out the duties imposed by this chapter.

Animal control unit means, collectively, the animal control manager and employees who are under the direction of the Cobb County Police Department, its successor department(s), or other entity selected by the board of commissioners to carry out the duties of animal control for Cobb County pursuant to this chapter and federal/state laws.

Animal mill means an individual or entity that keeps and/or breeds animals in conditions where animals are frequently caged for extended periods of time, do not receive adequate care, and/or are not kept in an environment conducive to the health and well being of the animals.

Animal shelter means an entity that possesses a shelter license from the Georgia Department of Agriculture.

Attacking or biting animal means:

- (1) Any animal which poses a physical threat to human beings or other animals by virtue of an attack that caused property damage and/or physical injury.
- (2) An animal shall not be an "attacking or biting animal" within the meaning of this chapter if:
 - a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties.
 - b. The injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the animal; had in the past been reported to have tormented, abused or assaulted the animal; or was committing or attempting to commit a crime.

Bedding (adequate) means sufficient quantity of dry, non-contaminated, safe bedding, which is appropriate to the animal's age, size, species, and breed requirements.

Board of health means the Cobb County Board of Health, or its authorized representatives, which shall include officers or employees of CCAS.

Breeder means a person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

Care (adequate/humane) means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

CCAS means, collectively, the animal services managers and employees who, under the direction of the Cobb County Animal Services Director, operate as a unit of the Cobb County Department of Public Safety, its successor department(s), or other entity selected by the Board of Commissioners to carry out the duties of animal services for Cobb County pursuant to this chapter and federal/state laws.

CCAS shelter means the facility operated by CCAS for the purpose of providing shelter and care for dogs, cats, or other animals taken into custody under the provisions of this chapter.

Classified dog means any dog that has been classified either as a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Cobb County Animal Control means the Cobb County Animal Control Unit and Shelter sometimes referred to in this chapter as "CCACCCAS".

Confinement means restriction of an animal to a home, basement, garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

Costs means confiscation costs on potentially dangerous dogs, dangerous dogs or vicious animals are set by the board of commissioners and shall be paid by the owner to Cobb County Animal Control.

Dangerous dog means any dog that:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.
- (4) No dog shall be classified as a dangerous dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Dangerous dog means:

- (1) Any dog that, according to the records of the county, has without provocation either:
 - a. Inflicted severe injury on a human being on public or private property; or
 - b. Aggressively bitten, attacked or endangered the safety of humans after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.
- (2) A dog shall not be a dangerous dog within the meaning of this chapter if:
 - a. The dog inflicts an injury upon a person when the dog is being used by a law enforcement officer executing official duties;
 - b. The injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had in the past been reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

Dead animal means a deceased animal including the carcass or parts of a carcass.

Director means the director of CCAS.

Dispose of means:

- (1) The sale of any live animal at public or private sale, the giving or adopting of a live animal to an individual/entity, or the transference of ownership of a live animal to ~~CCAS~~ or any licensed humane society, licensed rescue group or licensed veterinarian.
- (2) Appropriate burial or cremation of a dead animal as directed in this chapter.

Dog control officer is the Director of CCAS and is charged with the responsibility for the administration and enforcement of the Responsible Dog Ownership Law, set forth in O.C.G.A. § 4-8-20, et seq. The Director has the authority to use CCAS staff to assist in the implementation of his or her duties under the Responsible Dog Ownership Law.

Dog control officer means the manager of Cobb County Animal Control or his/her designee who is responsible for enforcing the state dangerous dog laws. This term "dog control officer" is utilized by state law with regard to the state dangerous dog law.

Domestic animal means any animal other than wildlife, wild animals, or exotic animals as defined by this chapter that is domesticated by humans so as to live and breed in a tame condition.

Effluent means an outflow or discharge of waste.

Euthanasia means the legal act of putting animals to death using humane methods approved by the Georgia Department of Agriculture.

Exercise (adequate) means bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

Exotic animal means any animal that is not indigenous to the State of Georgia.

Fence means a structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

- (1) A fence does not include an "invisible fence" if the fence is:
 - a. Turned off or the animal is not wearing a properly operating signaling device;
 - b. Ineffective for any animal that has learned it can cross the fence line;
 - c. Intended to be a means of keeping people or animals out of an enclosed area; or
 - d. Buried in or adjacent to the county right-of-way.
- (2) An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.

Fighting animal/game animal means any animal that has aggressive parentage, or an animal bred and/or trained to:

- (1) Exhibit aggressive qualities;
- (2) Have no instinct to withdraw from a fight or to display signs of submission;
- (3) Fight to the point of complete exhaustion or death with minimal provocation;
- (4) Suppress the animal's instinct for self-preservation;
- (5) Inflict maximum damage to the animal's opponents;

(6) Offer little or no indication that an attack is imminent; or

(7) Be ready/willing for combat and unyielding in combat.

Food (adequate) means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.

Foster home means a temporary home that cares for animals until they can be placed in a permanent home or returned to CCAS~~C~~ or its designee for adoption/disposal. Foster homes must be affiliated with and controlled by licensed rescue groups and/or licensed animal shelters.

Garbage means all refuse matter/effluent. Garbage includes, but is not limited to animal or vegetable refuse, by-product of a restaurant, kitchen, or meat/poultry processing establishment, spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise (that is normally discarded).

Grid means a manufactured type of wood, plastic, or wire flooring specifically designed to be used in an area where an animal is housed.

Hoarder means a person or entity that:

- (1) Collects animals and fails to provide them with humane/adequate care;
- (2) Collects dead animals that are not properly disposed of as required by this chapter; or
- (3) Collects, houses, or harbors animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals or residents of adjacent property.

Human exposure to rabies means any bite, scratch, or other situation in which saliva or central nervous system (CNS) tissue of a potentially rabid animal enters an open wound, fresh wound, or comes in contact with a mucous membrane by entering the eye, mouth, or nose. Touching or handling a potentially rabid animal with the possible exception of a bat or touching or handling another animal or inanimate object that has had contact with a rabid animal does not constitute an exposure unless wet saliva or CNS tissue entered a fresh, open wound or had contact with a mucous membrane. Likewise, contact with the urine, feces, or blood of a potentially rabid animal does not constitute an exposure since the pathogenesis of rabies is such that the virus follows nerve pathways and has only limited circulation in the blood.

Humane society means a licensed organization that rescues, assists and provides care for animals, educates the public in humane care of animals, initiates/facilitates programs to improve the quality of life for animals.

Impoundment means the taking into custody of an animal by [CCASc](#).

Licensed means having a valid Georgia state license issued under the authority of the State of Georgia.

Lure means an animal used to bait/teach/encourage another animal to chase, fight or kill other animals.

Manager means the manager of the Cobb County Animal Control Unit or his/her designee.

Neglect means absence of adequate care that is unintentional.

Neglect (willful) means the intentional withholding of adequate food, water and humane care required by an animal to prevent starvation, dehydration, death, or other harmful/debilitating conditions.

Nuisance animal means any animal that:

- (1) Damages, soils, defiles, eliminates or defecates on private property other than its owner's property or on public property;
- (2) Causes unsanitary or offensive conditions or otherwise endangers public health, welfare or safety;
- (3) Causes a disturbance by barking, howling or other noisemaking for a period of more than 15 minutes;
- (4) Chases vehicles, bicycles, or people;
- (5) Is in estrus and not confined in a manner which can keep it away from intact males of the same species; or
- (6) Causes serious annoyance to a neighboring residence and interferes with the reasonable use and enjoyment of that property.

Owner means any person owning, possessing, harboring, keeping or having custody or control of any animal subject to this chapter. This definition is intended to embrace any person who is a custodian.

Police department means the Cobb County Police Department or its successor department(s) [or the Kennesaw Police Department](#).

Potentially dangerous dog means:

- (1) Any dog that has without provocation bitten a human being on public or private property.
- (2) A dog is not considered a potentially dangerous dog according to this chapter if:

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- a. The dog inflicts an injury upon a person when the dog is being used by a law enforcement officer in carrying out official duties; or
 - b. The injury inflicted was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the dog, had in the past been reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

Primary enclosure means any structure or device used to restrict an animal to a limited amount of space, such as a fence, building, room, pen, run, cage, stall, paddock, or pasture, that provides adequate space and shelter.

Proper enclosure means an enclosure for keeping a dangerous dog, potentially dangerous dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker.

The enclosure must:

- (1) Be designed to prevent the animal from escaping, and:
 - a. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.
 - b. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.
- (2) Provide adequate shelter.
- (3) Provide adequate space for the animal.

Provoked attack means an attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

Relinquished means written transfer of ownership of an animal by the owner to CCASC.

Rescue animal means a dog, cat, or other animal temporarily maintained by a licensed rescue group until the animal can be placed in a permanent home.

Rescue group (licensed) means any individual or entity that houses and cares for rescue animals until permanent homes can be located and that maintains all required federal, state and local licenses/registrations.

Restraint of animal means complete and immediate control of an animal by a physical device while under the direct supervision of a competent person.

Running at large means any domestic animal not under the control and restraint of the owner or the owner's designee.

Sale of animals means the transfer of ownership of an animal through verbal or written agreement to a new owner in exchange for money, goods, services, or fees.

Sanitary conditions means animal living space free from health hazards, irritants, or conditions that may endanger or pose a significant risk to an animal's health. In the case of farm animals, nothing in this section shall be construed as imposing sanitation requirements or standards more stringent than normally accepted animal husbandry and humane practices as defined by this chapter and Georgia state law as regulated by the Georgia Department of Agriculture.

Serious injury means any physical injury caused by a dog that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Severe injury means any physical injury resulting in any of the following:

- (1) —Broken bones;
- (2) —Puncture wounds;
- (3) —Lacerations, with or without, sutures;
- (4) —A medical procedure; or
- (5) —Death.

Shelter (adequate) means protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health.

- (1) Adequate shelter includes but is not limited to the following:
 - a. Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;
 - b. Sufficient protection from the elements to keep the animal dry;
 - c. Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and
 - d. Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.
- (2) Adequate shelter is structurally sound housing which provides an animal with:
 - a. Adequate space;
 - b. Four solid walls or an "igloo" type of structure;
 - c. A roof;
 - d. A dry floor that is either:
 - 1. Solid, or
 - 2. Grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.
 - e. An entrance; and
 - f. Adequate space for the number of animals on the property.
- (3) Materials not suitable for shelters include but are not limited to:
 - a. Inadequately insulated containers;
 - b. Crates with exposed sharp edges;
 - c. Metal or plastic drums;
 - d. Abandoned or parked vehicles;
 - e. Porches or decks;
 - f. Lean-tos;
 - g. Any other structure that fails to provide sufficient protection from the elements; and
 - h. Any other structure that is not safe or suitable for housing the species.

Space (adequate) means:

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- (1) Sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal;
 - (2) Sufficient space during periods of confinement, suitable to the age, size, species and breed of animal to permit the animal to turn about freely, stand, sit, or lie, move, etc. in a comfortable and normal position; or
 - (3) For sick or injured animals, confinement as directed by a veterinarian.

State dangerous dog control law means O.C.G.A. tit. 4, ch. 8, art. 2 (O.C.G.A § 4-8-20 et seq.) and as may be amended from time to time -amended.

Strict confinement/isolation for animals bitten by rabid animal means confinement for the period of time recommended by the State of Georgia and kept inside a home, basement, garage, or suitable building, and isolated from other animals and people other than the caretaker while the animal is being observed for symptoms of rabies. An animal within a fenced yard, on a chain, or otherwise in an area accessible in any way to other animals or persons other than the caretaker is not in a strictly confined area.

Temperature control (adequate) means maintaining temperatures recommended for animals by the department of agriculture guidelines for shelters and farm animals.

Tether means any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object. Acceptable temporary tethers include appropriate size chain, leash, rope or other tethering device that is of adequate length to satisfy the space and exercise requirements for the animal. In any event, any tether must be a minimum of ten feet in length. Tethering devices, as referred to in this chapter, are the type commonly used for the size animal involved and are attached to the animal by means of a properly fitted collar or harness.

Training group (licensed) means an appropriately licensed organization or individual that trains animals to assist physically handicapped persons, to assist search and rescue operations, and/or to work with government agencies or law enforcement agencies.

Unprovoked attack or without provocation means an attack that is not provoked as defined by this chapter.

Unsanitary conditions means animal living space including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including but not limited to:

- (1) Excessive animal waste;
- (2) Garbage, trash or effluent;
- (3) Standing water or mud;
- (4) Rancid/contaminated food or water;
- (5) Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;
- (6) Decaying materials;
- (7) Uncontrolled parasite or rodent infestation; and
- (8) Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.

Ventilation (adequate) means fresh air sufficient to provide for the health of an animal.

Veterinarian means a doctor of veterinary medicine licensed to diagnose and treat diseases and injuries in animals.

Veterinary care (adequate) means medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

- (1) Ongoing infections;
- (2) Infestation of parasites;
- (3) Disease; or
- (4) Any other medical condition/injury where withholding or neglecting to provide such care would:
 - a. Endanger the health or welfare of the animal; or
 - b. Promote the spread of communicable diseases.

Veterinary clinic (licensed) means a business facility where veterinary medicine is practiced.

Vicious animal means:

- (1) Any animal which:
 - a. Constitutes a physical threat to human beings or other animals by virtue of an attack of such severity or intensity as to cause severe property or physical damage; or
 - b. Makes an unprovoked attack on animals or on human beings; or
 - c. Intentionally attacks physical property in an effort to cause harm to a human or other animal.
- (2) An animal shall not be a vicious animal within the meaning of this chapter if:
 - a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer carrying out official duties; or
 - b. The injury inflicted by the animal was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the animal, had in the past been reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime.

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. No dog shall be classified as a vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Water (adequate) means clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/contaminated water are not considered adequate water.

Wild animal/wildlife means any animal which is indigenous to this state, but not included in the definition of a domestic animal, and including any hybrid animal that is part wild animal.

(Ord. No. 2007-08, 2-5-07)

State law and other references—See Georgia Department of Agriculture, Animal Industry Division, Chapter 40-13-13, Animal Protection, the current state law, and the Georgia Rabies Control Manual.

Sec. 10-2. Penalty for violation of chapter.

Any person who violates any provision of this chapter shall be punished as provided in section 1-11.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-3. Interpretation of chapter.

- (a) Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal or state law.
- (b) Nothing in this chapter shall be interpreted or applied so as to create any liability on the part of county, or any employee, board or official which enforces or fails to enforce any of the provisions provided in this chapter or any provisions in the state dangerous dog law.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-4. Incorporation of state law; construction; other regulations.

- (a) *Incorporation.* The state law known as the dangerous dog control law is incorporated in this chapter by reference and made part of this chapter.
- (b) *Construction.* This chapter shall be construed to effectuate its purposes and policies and to supplement such existing state laws as may relate to animals.
- (c) *Other regulations.* Other provisions of law or regulations relating to this chapter shall apply when any provisions of this chapter shall conflict with the laws of the state or the United States of America. The laws of the state or the United States of America shall apply when this chapter is silent.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-5. Jurisdiction and interlocal agreement.

The jurisdiction for enforcement of this chapter shall be in ~~the unincorporated area of the county~~City; ~~subject to however, the county may contract or enter into an intergovernmental~~ agreements with ~~the City of Kennesaw and~~ other municipalities to enforce this chapter for joint animal control services or for the provision of animal control services and for the separate or joint use of personnel, facilities and equipment for such services. Such agreements or contracts shall be subject to any state law, which may govern.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-6. Interference with animal control officer.

It shall be unlawful to interfere with any animal control officer by taking or attempting to take any animal from any vehicle used to transport such animal, or by taking or attempting to take any animal from the animal control impounding areas, or by any other method which would block or hinder any officer referred to in this section from performing his duties.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-7. Disposal of dead animal.

- (a) *Legislative authority.* This section is enacted pursuant to the Georgia Constitution and 1967 Ga. Laws (Act No. 19), page 914 (see pt. J, § 1-4) and 1969 Ga. Laws (Act No. 213), page 2486 (see pt. I, §§ 2-38, 2-39).
- (b) *Abandonment of dead animals; requirements as to disposal generally.*
- (1) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the animal, its parts, or blood. Under no conditions may dead animals be abandoned at any location, including but not limited to, in wells or open pits of any kind on private or public land.
 - (2) No person shall dispose of an animal, its parts or blood, by burial on the land of another without the permission of the owner of the land.
 - (3) Arrangements for proper burial must be made with a county official in order to dispose of a dead animal in a county landfill.
- (c) *Removal and disposition of dead animals within rights-of-way and on public property.* Any other provision of this section to the contrary notwithstanding, it shall be the duty of [CGA~~CC~~CAS](#) and the county department of transportation to remove and dispose of the carcasses of all dead animals found within the rights-of-way of all county roads maintained either totally or in part from county funds.
- (d) *Methods of disposal of dead animals.* Methods which can be used for disposal of dead animals are burial and incineration in a county approved incinerator. Disposal of animal carcasses by either of the approved methods must be completed within 12 hours after the death or discovery of the carcass unless the carcass is properly refrigerated or frozen.
- (1) If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process only in a county approved incinerator.
 - (2) Carcasses which are buried must be buried at least three feet below the ground level, but no more than eight feet, and have not less than three feet of earth over the carcass.
 - (3) Mutilation of dead domestic animals is prohibited.

(Ord. No. 2007-08, 2-5-07)

State law reference(s)—Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.

Sec. 10-8. Treatment of diseased or injured animals.

When, in the opinion of the [CGA~~CC~~CAS](#) manager, an animal in the custody of [CCA~~S~~E](#) is:

- (1) Diseased or injured and in need of immediate treatment so as to lessen the animal's suffering or to prevent the spread of communicable disease, the [CGA~~CC~~CAS](#) manager or designee shall immediately obtain the services of or place the animal with a licensed veterinarian for the purpose of administering necessary treatment.
- (2) Suffering needlessly due to a life threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the [CGA~~CC~~CAS](#) manager or designee agrees that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(Ord. No. 2007-08, 2-5-07)

(Supp. No. 35)

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Sec. 10-9. Animals creating nuisances.

The owner of any animal shall be in violation of this chapter if the animal exhibits any behavior or engages in any activity defined as a "nuisance animal" under section 10-1.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-10. Requirements for possessing dangerous or potentially dangerous dogs; registration; insurance; inspection.

- ~~(a) It shall be unlawful for an owner to have or possess within this state a classified dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.~~
- ~~(b) Unless otherwise specified by this section, a certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:
 - ~~(1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and~~
 - ~~(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.~~~~
- ~~(c) Except as provided in subsections (e) and (f) of this section, a certificate of registration for a vicious dog shall be issued if a dog control officer determines that the following requirements have been met:
 - ~~(1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;~~
 - ~~(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;~~
 - ~~(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and~~
 - ~~(4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.~~~~
- ~~(d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Responsible Dog Ownership Law.~~
- ~~(e) No person shall be the owner of more than one vicious dog.~~
- ~~(f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:
 - ~~(1) A serious violent felony as defined in Section 17-10-6.1 of the Official Code of Georgia;~~
 - ~~(2) The felony of dogfighting as provided for in Section 16-12-37 of the Official Code of Georgia or the felony of aggravated cruelty to animals as provided for in Section 16-12-4 of the Official Code of Georgia; or~~
 - ~~(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in Sections 16-13-31 and 16-13-31.1 of the Official Code of Georgia from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.~~~~

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- (g) Certificates of registration shall be renewed on an annual basis. At the time of renewal of a certificate of registration for a vicious dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this chapter. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this chapter.
- (h) Fees. An annual fee to register classified dogs as set by the Board of Commissioners shall be paid by the owner to CCAS.
- (i) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a dangerous dog or vicious dog, which is required to be confined pursuant to this section, in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.
- (j) The owner of a classified dog shall notify the dog control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within 24 hours if the dog has died or has been euthanized.
- (k) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.
- (l) The owner of a classified dog who moves from one jurisdiction to another within the State of Georgia shall register the classified dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required in Section 4-8-27 of the Official Code of Georgia within 30 days of becoming a resident.
- (a) ~~*Certificate required.* It shall be unlawful for any person to have or possess a dangerous dog or potentially dangerous dog without a certificate of registration issued by the county. No more than one certificate of registration shall be granted per person or owner for a dangerous dog or potentially dangerous dog. No more than one certificate shall be issued per domicile.~~
- (b) ~~*Conditions for issuance of certificate.* Subject to the requirements of this section for dangerous dogs and subject to revocation for non-compliance and possible confiscation, the CCAC manager shall issue a certificate of registration to the owner of a dangerous dog or potentially dangerous dog if the owner presents to the CCAC manager sufficient evidence of the following:~~
- (1) ~~A proper enclosure to confine the dangerous dog or potentially dangerous dog; and~~
- (2) ~~The posting on the premises of a dangerous dog sign obtained from the county warning that there is a dangerous dog or potentially dangerous dog on the property.~~
- (c) ~~*Dangerous dogs.* In addition to the requirements of subsection (a) and (b) of this section, the owner of a dangerous dog shall present to the CCAC manager evidence of either:~~
- (1) ~~*Insurance.* A policy of insurance in the amount specified by the State of Georgia Dangerous Dog Law, issued by an insurer authorized to transact business in this state insuring the owner of a dangerous dog against liability for any personal injuries inflicted by the dangerous dog, provided:~~
- a. ~~It shall be the continuing and sole duty of the owner to provide the CCAC manager an updated and effective policy;~~
- b. ~~The owner shall notify the CCAC manager of any changes, renewals, and/or cancellations by written notice at least 30 days prior to any change, renewal, and/or cancellation; and~~
- c. ~~The county shall have the right to rely on the representations of the owner that to maintain the required insurance when the owner qualifies for the issuance of the certificate of registration; or~~
- (2) ~~*Surety bond.* A surety bond in the amount specified by the State of Georgia and issued by a surety company authorized to transact business in this state payable to any persons injured by the dangerous dog.~~

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- (d) ~~Fees.~~ The certificate of registration must be renewed annually on the date the dog was declared a dangerous dog or potentially dangerous dog. ~~An annual fee to register dangerous dogs and potentially dangerous dogs as set by the board of commissioners shall be paid by the owner to CCAC.~~
- (e) ~~Right to inspect.~~ CCAC shall have the right to inspect, randomly and without notice, a dangerous dog or potentially dangerous dog, which is required to be confined pursuant to this section, in its environment. ~~Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.~~
- (f) ~~The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within 24 hours if the dog is loose, unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall provide the dog control officer the name, address, and telephone number of the new owner of the dog, and notify the new owner of the designation.~~
- (g) ~~The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within ten days if the owner is moving within the dog control officer's jurisdiction or moving from the dog control officer's jurisdiction. The owner of the dangerous dog or potentially dangerous dog who is moving out of the county shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten days after becoming a resident. Likewise, any person moving into Cobb County who owns a dangerous dog or potentially dangerous dog shall register the dangerous dog in Cobb County within ten days after becoming a resident.~~
- (h) ~~Any person who releases a vicious animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.~~

~~(Ord. No. 2007-08, 2-5-07)~~

~~State law reference(s) — Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.~~

Sec. 10-11. Control of animal.

(a) *General control.*

- (1) It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.
- (2) Restraint of dogs and/or animals shall be maintained as follows:
 - a. When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal. Tethering as a means of primary enclosure is not permitted.
 - b. When off the premises of the owner, all animals shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding six feet in length, and in the hands of a person who possesses the ability to restrain the animal.
 - c. It shall be unlawful for any owner of a dog to chain, tie, fasten or otherwise tether the dog to a stationary object or pulley run as a means of confinement, except that the dog may be temporarily confined by a tether while attended by its owner, notwithstanding subsections (2)a. and (2)b. of this section.

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- (3) The requirements of subsections (2)a. and (2)b. of this section shall not apply in the areas zoned for agricultural purposes where the owner of the dog is using the dog for hunting or working purposes and has the dog in his possession or control. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of ~~CGA~~~~CCAS~~.
 - (4) No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.
 - (5) Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.
 - (6) Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.
 - (7) Exception: Section 10-11(a)(2)b. shall not apply to the areas contained within the Sweat Mountain Dog Park or within any other county or city dog park designated as such by the applicable governing authority, provided that all other rules, regulations and ordinances connected to the use of that area are followed. All owners must possess the ability to restrain their dog(s) and must be present in the off-leash area of said park with any dog(s) they brought into the park, to adequately control or restrain them if needed, so as to prevent injury to other people or dogs in the off-leash area.

(b) Control of attacking, biting, or vicious animal.

- (1) The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking, biting, or vicious animals.
- (2) When upon the premises of the owner, attacking, biting, or vicious animals shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.

(c) Control of classified dogs.

- (1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:
 - a. The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;
 - b. The dog is contained in a closed and locked cage or crate; or
 - c. The dog is working or training as a hunting dog, herding dog, or predator control dog.
- (2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
 - a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:

1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

2. The dog is contained in a closed and locked cage or crate; or

b. Unattended with minors.

(b) ~~Control of attacking or biting animal, vicious animals, potentially dangerous dogs and dangerous dogs.~~

(1) ~~The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking or biting animals, vicious animals and dangerous dogs and potentially dangerous dogs.~~

(2) ~~When upon the premises of the owner, attacking or biting animals, vicious animals, potentially dangerous dogs and dangerous dogs shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.~~

(3) ~~The owner of a dangerous dog shall not permit the dog to be outside of a proper enclosure unless the dog is muzzled in a manner that will prevent it from biting any person. The dog must be restrained by a substantial chain or leash not more than six feet in length and under the physical control of a person who possesses the ability to restrain the dog.~~

(4) ~~The owner of a potentially dangerous dog, vicious animal or attacking or biting animal shall not permit the dog or animal to be outside a proper enclosure unless the dog or animal is restrained by a substantial chain or leash not more than six feet in length and is under the physical restraint of a person who possesses the ability to restrain the dog or animal.~~

(c) ~~In any prosecution under this Code section, any animal found running at large may be held by CCAC as evidence of a violation of this Code section. Such holding is at the discretion of the prosecuting attorney, and the animal may be released at the conclusion of the prosecution.~~

(d) ~~In lieu of paying a fine or serving jail time under this section, a violator may, at the discretion of the judge, relinquish the animal to CCAC for placement or disposal as determined by CCAC.~~

(Ord. No. 2007-08, 2-5-07)

State law reference(s)—Livestock running at large, O.C.G.A. § 4-3-1 et seq.; permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

Sec. 10-12. Attacking or biting animals.

The owner of any animal that exhibits the characteristics or behavior as set forth in the definition of "attacking or biting animal" [in section 10-1] shall be in violation of this chapter.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-12.1. Vicious animals; possession of vicious animals.

(a) The owner of any animal shall be in violation of this chapter if the animal engages in any activity or exhibits any behavior as defined a "vicious animal" by this chapter under section 10-1.

(b) Upon being adjudicated guilty of or entering a guilty plea or nolo contendere plea to a charge made under this provision, the owner of the vicious animal, if allowed to maintain the animal will have to adhere to the following requirements for possessing a vicious animal:

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- (1) The owner must possess a proper enclosure to confine the vicious animal; and
 - (2) The owner must post the premises with a vicious animal warning sign.
- (c) *Right to inspect.* **CCAECCAS** shall have the right to inspect, randomly and without notice, a vicious animal which is required to be confined pursuant to this section in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.
- (d) Any person who releases a vicious animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.

~~(Ord. No. 2007-08, 2-5-07)~~

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Sec. 10-12.2. Penalty for violation of section 10-12.1.

For the first conviction under foregoing section 10-12.1, vicious animals; possession of vicious animals, the following penalties may be assessed:

- (1) The convicted person may serve 60 days confinement, and/or
- (2) The convicted person may be fined \$1,000.00, and/or
- (3) The convicted person may be required to relinquish control of the animal in question to Cobb County Animal Control and the animal will be dealt with in the discretion of animal control.

~~(Ord. No. 2007-08, 2-5-07)~~

State law reference(s)—Liability of owner or keeper of vicious or dangerous animal for injuries caused by animal. O.C.G.A. § 51-2-7.

Sec. 10-13. Attacking and biting animals; report of; confiscation.

- (a) *Notice to the county.*
- (1) Any person having information an animal has bitten or attacked a person shall immediately report such information to **CCAECCAS**.
 - (2) Notwithstanding the provisions of subsection (a)(1) of this section, the owner of a vicious animal shall notify **CCAECCAS** immediately, but in any case within 24 hours, if the animal is loose, unconfined, has attacked a human, has died or has been sold or donated. If the animal has been sold or donated, the designation travels with the animal, and the original owner shall provide **CCAECCAS** with the name, address and telephone number of the new owner of the animal, and the former owner shall inform the new owner of the designation.
- (b) *Confiscation of biting animals.* Upon receiving notice that an animal has bitten or attacked a person, an authorized person from **CCAECCAS** shall investigate the incident. Any animal determined to have bitten a person shall be immediately strictly confined and isolated for observation at **CCAECCAS** or, at the owner's option, the owner may immediately take the biting animal to a licensed veterinarian. In the event the licensed veterinarian is closed or unable to take the animal at that time, the animal will be immediately transported to the animal shelter and held until the animal can be transported to a veterinary clinic. Regardless of the quarantine or confinement location, the owner shall be responsible for all expenses incurred. The biting animal shall be segregated and isolated for at least ten days from the date of the bite.
- (1) Nothing shall prohibit **CCAECCAS** from allowing an animal to remain in strict confinement on the premises of the owner subject to daily inspections by **CCAECCAS** so long as the health, safety, and

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welfare of any person or animal is not threatened. Those animals may include but are not limited to the following:

- a. A female animal that is nursing offspring and that is current on her rabies vaccination.
 - b. A vaccinated animal if the animal has a medical condition, verified by a written statement from a licensed veterinarian, and confinement at CCACCAS or a veterinary clinic would be detrimental to the health and welfare of the animal.
 - c. An animal that is current on its vaccination and has bitten its owner, caretaker, or member of its family.
- (2) No animal that is in strict confinement for biting shall be vaccinated for rabies until the end of the quarantine period.
 - (3) No animal that is in strict confinement shall be sterilized or undergo any other surgical procedure during the quarantine period unless the surgery is necessary for a life threatening medical condition or injury.

(c) Confiscation of classified dogs. A dangerous dog or vicious dog shall be immediately confiscated by any dog control officer or by a law enforcement officer in the case of any violation of the Responsible Dog Ownership Law. A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.

(c) Confiscation of dangerous dogs and potentially dangerous dogs. In addition to the provisions of subsection (b) of this section, a dangerous dog or potentially dangerous dog, after adjudication, shall be confiscated as follows:

- (1) Dangerous dogs. A dangerous dog shall be immediately confiscated by CCAC or by a law enforcement officer or by another person authorized by CCAC if:
 - a. The owner of the dog does not secure the liability insurance or bond required by section 10-10;
 - b. The dog is not validly registered as required by section 10-10 of this section, including the posting of warning signs;
 - c. The dog is not maintained in a proper enclosure; or
 - d. The dog is outside of a proper enclosure in violation of section 10-11.
- (2) Potentially dangerous dogs. A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:
 - a. Not validly registered as required by section 10-10, including the posting of warning signs;
 - b. Not maintained in a proper enclosure; or
 - c. Outside of a proper enclosure in violation of section 10-11.

(d) Return of confiscated classified dogs or vicious animals.

- (1) Any vicious animal that has been confiscated under the provisions of subsection (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs provided in this chapter. If the owner has not complied with the provisions of this section within 20 days of the date the vicious animal was confiscated, the vicious animal shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a vicious animal shall not bar or affect an action against the owner for violation of this chapter.
- (2) The owner of any classified dog that has been confiscated pursuant to subsection (c) of this section may recover such dog upon payment of all reasonable confiscation and housing costs and proof of

compliance with section 10-10, unless such confiscation is deemed to be in error by the dog control officer or the Animal Services Board. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

a. In the event the owner of any classified dog has not complied with the provisions of section 10-10 within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in section 4-14-2 of the Official Code of Georgia, or euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

~~(d) Return of confiscated dangerous dogs, potentially dangerous dogs or vicious animals. Any dog that has been confiscated under the provisions of subsections (b), (c)(1) or (c)(2) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs provided in this chapter. If the owner has not complied with the provisions of this section within 20 days of the date the dog was confiscated, the dog shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a dog shall not bar or affect an action against the owner for violation of this chapter.~~

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-14. Prohibited animals.

It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-15. Ferrets.

European ferrets, *Mustela putorius furo*, may be sold, purchased, exhibited, or held as pets, provided that the ferret owner can provide valid documentation that the ferret was sexually spayed or neutered prior to seven months of age and is vaccinated against rabies by a licensed veterinarian with a properly administered vaccine approved for use on ferrets by the United States Department of Agriculture.

~~(Ord. No. 2007-08, 2-5-07)~~

Secs. 10-16—10-35. Reserved.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

Sec. 10-36. CCAS responsibility and staff.

(a) CCAS shall have primary responsibility for animal control and welfare in the county.

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- (b) Appointment of Director. The Director of CCAS shall be appointed by the appropriate appointing authority. The Director may also be designated by the board of health as the official rabies control officer for the county.
- (c) Powers and duties of Director. The Director shall be primarily responsible, with support from the Director of the Department of Public Safety and the assistance of his or her staff, for the enforcement of this chapter; and his or her duties shall include but not limited to the following:
- (1) Responsible for the operation of the CCAS shelter and the performance of such duties and the keeping of such records as the Board of Commissioners may require.
 - (2) Cooperation with the Cobb County Board of Health in the enforcement of rabies control regulations and of animal control directives.
 - (3) Cooperation with animal welfare organizations.
 - (4) Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.
 - (5) Housing animals at the CCAS shelter, or at any facility designated by CCAS to function or serve as an auxiliary shelter.
 - (6) Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:
 - a. A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;
 - b. The date of receipt;
 - c. The date and manner of disposal;
 - d. The name and address of the person reclaiming or adopting;
 - e. The fees and charges;
 - f. The proceeds of sales received;
 - g. The condition of the animal when received;
 - h. Any treatment administered to the animal, including any drugs, medication or appliances;
 - i. The condition of the animal when reclaimed, redeemed, adopted or purchased; and
 - j. Such additional records as the Board of Commissioners may require.
- (d) Identification. Animal services officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The Director and managers shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.
- (e) Dog control officer. A dog control officer shall carry out all duties provided for by the Responsible Dog Ownership Law for the county or any other local government pursuant to contract or agreement; and his or her duties shall include, but not be limited to the following:
- (1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or a vicious dog.
 - (2) When a dog control officer determines that a dog is subject to classification as a dangerous dog or a vicious dog, the dog control officer shall mail a dated notice to the dog's owner within 72 hours. Such

notice shall include a summary of the dog control officer's determination and shall state that the owner has a right to request a hearing from the Animal Services Board on the dog control officer's determination within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the dog control officer's determination shall become effective for all purposes under the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq. If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

- (3) If a hearing is requested, the Animal Services Board shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that classification shall become effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.
- (4) The Animal Services Board's final decision is subject to judicial review by the Cobb County Probate Court in accordance with O.C.G.A. § 15-9-30.9.

Sec. 10-36. Animal control unit; unit commander; dog control officer; animal control officers; humane officers.

- (a) ~~Animal control unit. There is hereby created the county animal control unit, which shall have primary responsibility for animal control and welfare in the county.~~
- (b) ~~Appointment of unit. The unit manager of the animal control unit shall be appointed by the appropriate appointing authority. The unit manager may also be designated by the board of health as the official rabies control officer for the county.~~
- (c) ~~Powers and duties of unit manager. The unit manager shall be primarily responsible, with support from the director of the department of public safety, for the enforcement of this chapter; and his duties shall include but not limited to the following:
 - (1) ~~Responsible for the operation of the animal shelter and the performance of such duties and the keeping of such records as the board of commissioners may require.~~
 - (2) ~~Cooperation with the county board of health in the enforcement of rabies control regulations and of animal control directives.~~
 - (3) ~~Cooperation with animal welfare organizations.~~
 - (4) ~~Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.~~
 - (5) ~~Housing animals at the animal shelter, or at any facility designated by CCAC to function or serve as an auxiliary shelter.~~
 - (6) ~~Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:
 - a. ~~A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;~~
 - b. ~~The date of receipt;~~
 - c. ~~The date and manner of disposal;~~
 - d. ~~The name and address of the person reclaiming or adopting;~~
 - e. ~~The fees and charges;~~~~~~

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- f. ~~———— The proceeds of sales received;~~
 - g. ~~———— The condition of the animal when received;~~
 - h. ~~———— Any treatment administered to the animal, including any drugs, medication or appliances;~~
 - i. ~~———— The condition of the animal when reclaimed, redeemed, adopted or purchased; and~~
 - j. ~~———— Such additional records as the board of commissioners may require.~~
 - (d) ~~———— *Identification.* The animal control officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The unit manager and assistant manager shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.~~
 - (e) ~~———— *Dog control officer.* The unit manager is hereby designated the responsibility of dog control officer, and shall carry out all duties provided for by the state dangerous dog control law for the county or any other local government pursuant to contract or agreement; and his duties shall include, but not be limited to the following:~~
 - (1) ~~———— Upon receiving a report of a dangerous dog or potentially dangerous dog, to make such investigation and inquiries as may be necessary to identify dangerous dogs and dangerous dog owners within the dog control officer's jurisdiction.~~
 - (2) ~~———— Notifying the dog's owner pursuant to the state dangerous dog control law when the dog has been classified.~~
 - (f) ~~———— *Enforcement by unit manager, animal control officer, humane officers.* In addition to other duties, the unit manager, animal control officers and humane officers shall have authority to investigate all animal complaints and enforce the animal control ordinance and state dangerous dog law as applied in this chapter.~~

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-37. Fees.

- (a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the board of commissioners from time to time and ratified by the Mayor and City Council. A copy of such fee schedule shall be posted at the headquarters of the CCA&CCAS and the City Clerk's office and may be changed at any time and from time to time as determined by the board of commissioners.

(b) The fees established and collected under this chapter and pursuant to the state dangerous dog control law are not penalties but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this chapter and are subject to change at any time.

(c) The **CGACCCAS** may waive any part of the normally required fees at his discretion.

(Ord. No. 2007-08, 2-5-07)

Secs. 10-38—10-50. Reserved.

DIVISION 2. ANIMAL CONTROL BOARD

Sec. 10-51. Membership.

(a) The Cobb County Animal Control Board shall consist of the following: One member of the Humane Society of Cobb County Board of Directors or its designee (post 1); three interested citizens who have interest in domestic animals (posts 2, 3, 4); two veterinarians, at least one of whom shall be a member of the Cobb County Veterinary Medical Society (posts 5, 6); and one citizen chosen by the chairman of the board of commissioners (post 7). Members of the animal control board shall adopt procedures and policies to govern potential conflicts of interest arising from the responsibilities and duties of their positions.

(b) The manager of the animal control unit shall be an ex officio member of the animal control board.

(c) All members of the animal control board shall be residents of the county.

(d) Members of the board of commissioners from districts 1, 2, 3 and 4 shall separately appoint posts 5, 3, 1, and 6 respectively (i.e., district commissioner 1 appoints post 5; district commissioner 2 appoints post 3; district commissioner 3 appoints post 1; district commissioner 4 appoints post 6.) The terms of those four members will run concurrent with the appointing commissioner's term, and these members will serve at the appointing commissioner's pleasure.

In addition, the commissioners from districts 1 and 3 shall together appoint the post 4 member, and the commissioners from districts 2 and 4 shall together appoint the post 2 member. These two members shall serve at the pleasure of the appointing commissioners, and these members' terms shall begin with the announcement of their appointment at an open meeting and will conclude upon first of their appointing commissioner's leaving office for any reason. Notwithstanding the above, all members shall continue to serve until their replacements are appointed.

(e) One member of the animal control board (post 7) shall be appointed by the chairman of the board of commissioners. The post 7 member shall serve concurrently with the chairman's term of office and at the chairman's pleasure and until a successor is appointed and qualified.

(f) The changes provided in this section concerning membership will take effect post-by-post upon the expiration of the terms of the members of the animal control board presently serving on the date of the adoption of this revision of this chapter.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-52. Powers and duties.

(a) In addition to such other powers and duties as may be set forth in this chapter, the animal control board shall have the power and duty to:

(Supp. No. 35)

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- (1) Hold hearings and recommend to the board of commissioners regulations and amendments to this chapter concerning the control and welfare of animals in the county.
 - (2) Recommend to the board of commissioners guidelines for the operation and maintenance of the animal shelter.
 - (3) Hold a public meeting at least twice yearly.
 - (4) Study animal related issues and recommend to the board of commissioners those programs, methods, found to be both economically feasible and humane.
 - (5) Study and recommend to the board of commissioners requirements for the treatment and maintenance of animals at the animal shelter.
 - (6) Supply to the board of commissioners semiannual reports as to any recommendations provided for in this section or at such other intervals or times as may be designated by the board of commissioners.
 - (7) Carry out those duties as provided in the state dangerous dog control law, as amended, and hold hearings and determine matters provided therein and as amended. In addition, the animal control board may enact procedures for hearings on the state dangerous dog law.
- (b) The animal control board may request and receive in a timely manner statistics, information and documentation necessary for reports and studies for the board of commissioners.
- (c) The animal control board may enact its own by-laws and general hearing procedures.

(Ord. No. 2007-08, 2-5-07)

Secs. 10-53—10-65. Reserved.

DIVISION 3. ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION

Sec. 10-66. Impoundment of animals found running at large; notice to owner.

- (a) Subject to the state dangerous dog control law and the provisions of this chapter relating to rabies control and the rules and regulations of the board of health and this chapter, any animal found running at large or otherwise engaged in any activity or existing in a condition prohibited by this chapter or by the state dangerous dog control law shall be taken and impounded at the animal shelter.
- (b) Any person may take into custody any animal running at large in violation of this chapter and place with CGA~~CC~~CAS.
- (c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of CGA~~CC~~CAS.
- (d) Upon receipt for impoundment of any domesticated animal found to have any means of identification, the CGA~~CC~~CAS shall immediately make diligent efforts to ascertain the identity of the animal's owner. If identified, CGA~~CC~~CAS shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If CGA~~CC~~CAS is unable to contact the owner by telephone, it shall send notice of impoundment to the owner by certified mail.

(e) Diseased, injured, or pregnant animals, and animals in need of immediate veterinary care so as to lessen the suffering, prevent the spread of a communicable disease to other animals, and/or to save the animal's life, shall be treated by or under the direction of a licensed veterinarian. If an animal is suffering from any life threatening disease or injury where life cannot be maintained and a slow death would be inhumane, and the licensed veterinarian and the [CCACCAS](#) manager agree that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(f) Any licensed veterinarian who is caring for an animal during the period of impoundment shall immediately notify the [CCACCAS](#) manager if the animal dies.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-66.1. Taking; selling; impounding of owned animals.

(a) Any person who takes, steals, or deliberately lures a cat, dog or other domestic animal off the property of the owner without permission of the owner, or who deliberately releases such animal from the property of the owner, without the permission of the owner, shall be in violation of this chapter.

(1) A law enforcement officer or the [CCACCAS](#) manager or his designee who takes an animal as directed in this chapter while performing his duties as defined by this chapter shall not be in violation of this section.

(2) An animal that has been injured, that is in danger, or whose health or safety has been compromised may be removed by [CCACCAS](#) without being in violation of this chapter.

(3) Any [CCACCAS](#) officer who finds an animal in need of immediate medical care or treatment due to a life threatening illness or injury or finds an animal in danger, may remove the animal from public or private property if the removal is for the purpose of seeking immediate medical care for the animal, or is in the immediate best interest of the animal. If the animal is removed from a private residence, notice shall be left at the owner's residence advising the owner of the impoundment and reason for impoundment.

(b) It shall be a violation of this chapter for any person who, knowing the identity of an animal's owner, without permission of said owner does any of the following:

(1) Relinquishes the animal to [CCACCAS](#) without notifying [CCACCAS](#) of the animal owner's name and address;

(2) Relinquishes the animal to [CCACCAS](#) and falsely represents himself as the owner of the animal;

(3) Sells the animal; or

(4) Gives the animal away.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-66.2. Entrapment of animals; methods, duration, access to food and water, etc.

(a) Trapping of animals is permitted only if all of the following are complied with:

(1) The trap shall be a humane trap that is safe and non-debilitating;

(2) The trap must be placed in such a manner to prevent injury to children;

(3) Traps set to operate must be checked at least every eight hours;

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- (4) Traps must not be set for more than eight hours prior to the earliest possible transport to the animal shelter; and
 - (5) Traps can only be placed on public or private property with permission of the owner or lessor of the property.
- (b) *Trapped animals:*
- (1) Shall be given food and water as needed to prevent malnutrition and dehydration;
 - (2) May not be treated in a cruel or abusive manner;
 - (3) That are domestic animals and are seriously ill or severely injured shall be taken to a licensed veterinarian or the animal shelter for evaluation, care and disposition;
 - (4) That are domestic animals that appear to be uninjured and reasonably healthy shall be taken to animal shelter or returned to the owner if known; and
 - (5) That are wild animals or wildlife shall be taken to the animal shelter.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-67. Period of impoundment or confinement.

- (a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the day following the day of impoundment or confinement.
- (b) Other than those dogs confiscated under subsections 10-13(b), 10-13(c), 10-97, or 10-121 through 10-121.18, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.
- (c) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of ~~CCA~~ shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by ~~CCA~~ will be disposed of in accordance with federal and state guidelines.
- (d) Any animal which is voluntarily surrendered to ~~CCA~~ shall be deemed permanently relinquished to ~~CCA~~ and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-68. Redemption; abandonment.

- (a) The owner of any impounded animal may regain possession of the animal upon payment of all applicable fees specified in section 10-37 and compliance with the terms of this chapter. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this chapter and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this chapter. The following exceptions apply:
 - (1) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by this chapter as inhumane treatment may be retained by ~~CCA~~ until such time as the case is disposed of in a court competent to hear such matters.

(2) Any impounded animal adopted from CCACCAS that was not spayed or neutered per the adoption agreement may immediately be reclaimed by CCACCAS, and the owner may not be permitted to reclaim said animal.

(b) Any impounded animal not redeemed within the period specified in subsection 10-13(d) or section 10-67, whichever is applicable, shall be considered abandoned to CCACCAS, in which event all rights of ownership shall vest in CCACCAS; and the owner shall have no further claim to such animal.

(Ord.-No.-2007-08,-2-5-07)

Sec. 10-69. Adoption.

- (a) CCACCAS shall endeavor to locate adopters for adoptable animals. No adoption shall become final until the termination of the impoundment period or confinement period provided for in section 10-67. No person under 18 years of age may adopt an animal and all adopters must provide proper identification prior to the adoption.
- (b) As a condition precedent to adoption, all fees pursuant to subsection 10-37(a) shall be paid by the adopter.
- (c) The unit manager shall have the right to refuse adoption to any person or entity who, for any reason, in the discretion of the unit manager or his designee, may be deemed unsuitable as an adopter.
- (d) No transfer of any animal held at the animal shelter shall be valid without the written approval of CCACCAS.
- (e) All animals adopted from the animal shelter shall be neutered or spayed. Upon completion of neutering or spaying, within the period specified by CCACCAS, the veterinarian performing such operation shall submit to CCACCAS signed certification of such operation. The adopter shall be responsible for providing proof that the animal has been sterilized within seven days of the surgery or will insure that the licensed veterinarian responsible for the spay/neuter surgery submits signed verification to CCACCAS that the sterilization process has been accomplished.
- (f) No person residing in the same household, nor any corporation, institute or other entity, may adopt more than three animals within any 12-month period; however, nothing shall prohibit CCACCAS discretion to donate more than three animals in a 12-month period, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety.
- (g) Notwithstanding any other provisions of this chapter, CCACCAS shall have the right to keep any animal which could otherwise be adopted or sold.

(Ord.-No.-2007-08,-2-5-07)

Sec. 10-70. Sale of animals.

CCACCAS shall have the exclusive right to dispose of all animals that have been relinquished to CCACCAS, impounded or confiscated and not redeemed within the period specified by CCACCAS, including but not limited to domestic animals, farm animals, livestock, exotic animals, birds and reptiles, in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.

(Ord.-No.-2007-08,-2-5-07)

Sec. 10-71. Destruction of animals.

(a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of CCAS, in as humane a manner as possible:

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- (1) Any animal not redeemed within the periods specified in section 10-68 or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at CCAS exist.
- (2) Any animal, which is suffering excessively, without regard to whether the period of confinement designated in section 10-67 has expired.
- (3) Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in section 10-67 has expired.
- (b) A superior court judge may order the euthanasia of a classified dog if the court finds, after notice and opportunity for hearing as provided by O.C.G.A. § 4-8-23, that the classified dog has seriously injured a human or presents a danger to humans not suitable for control pursuant to section 10-11 and:
- (1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or
- (2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.
- (c) A dog that is found, after notice and opportunity for hearing as provided by the Responsible Dog Ownership Law, to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this section.
- (a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of CCAC, in as humane a manner as possible:
- (1) Any animal not redeemed within the periods specified in section 10-68 and subsection 10-13(d) or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at CCAC exist.
- (2) Any animal, which is suffering excessively, without regard to whether the period of confinement designated in section 10-67 has expired.
- (3) Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in section 10-67 has expired.
- (b) The owner of a dog confiscated for violation of section 10-10 shall have 20 days from the date the dog was confiscated to comply with the provisions of this chapter and pay reasonable confiscation costs to redeem the animal. If the owner has not complied with the provisions of this chapter within the 20-day period, the dog shall be destroyed in an expeditious and humane manner, as determined by CCAC.
- (c) Any dog confiscated when the owner is in violation of the state dangerous dog control law (O.C.G.A. § 4-8-20 et seq.) or section 10-10 of this chapter shall be destroyed as determined by CCAC only after there has been a conviction or order by the appropriate court under either of such sections.
- (d) Any animal confiscated when the owner is in violation of section 10-12.1 of this chapter may be destroyed as determined by CCAC only after there has been a conviction or an order by an appropriate court.
- (Ord. No. 2007-08, 2-5-07)

State law reference(s)—Euthanasia of dogs and cats by animal shelters, O.C.G.A. § 4-11-5.1.

Sec. 10-72. Neutering and spaying.

- (a) No impounded animal shall be neutered or spayed (sterilized) without the owner's consent until the period of redemption has expired, except any animal that in the opinion of a licensed veterinarian must be sterilized in order to save its life may be sterilized by a licensed veterinarian prior to the expiration of the redemption period.
- (b) ~~CCACCCAS~~ shall accomplish the sterilization of any animal whose period of impoundment has expired or that has been voluntarily surrendered to the county by:
 - (1) Requiring adopters to sign a binding agreement to have the adopted animal sterilized within a period specified by ~~CCACCCAS~~ as follows:
 - a. Within 30 days from the date of adoption for animals over the age of six months.
 - b. Within the first six months of age for sexually immature animals.
 - (2) By ~~CCACCCAS~~ sterilizing the animal prior to adoption.
 - (3) If the animal cannot be sterilized as required due to disease, medical condition, or for other reasons as specified by a veterinarian, then signed verification from a licensed veterinarian shall be delivered to ~~CCACCCAS~~ by the adopter and the animal shall be sterilized upon recovery or as soon as recommended by the veterinarian.
- (c) The adopter of any animal required to be sterilized pursuant this chapter shall be responsible for providing ~~CCACCCAS~~ proof that the animal has been sterilized within seven days of the surgery. The adopter will not be relieved of this responsibility until the veterinarian performing the sterilization certifies to ~~CCACCCAS~~ that the sterilization has been accomplished, or unless the veterinarian certifies to ~~CCACCCAS~~ in writing that the animal has died.
- (d) Any adopted animal not sterilized within the time specified may be reclaimed by ~~CCACCCAS~~.

~~(Ord. No. 2007-08, 2-5-07)~~

Secs. 10-73—10-95. Reserved.

ARTICLE III. RABIES CONTROL²

Sec. 10-96. Rabies inoculation, tag requirement for dogs, cats and ferrets.

- (a) Insofar as the control of rabies is concerned, this chapter shall be construed and enforced consistently with any rules and regulations promulgated by the board of health. ~~CCACCCAS~~ and the public safety director and his designees are authorized and directed to enforce any such rabies control rules and regulations which may be promulgated by the board of health.
- (b) All dogs, cats and ferrets shall be vaccinated by four months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.

²State law reference(s)—Control of rabies, O.C.G.A. § 31-19-1 et seq.

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- (c) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.
 - (d) Ferrets are not required to wear a collar and tag, however the owner, caretaker or veterinarian shall provide proof of vaccination upon demand of [CGACCCAS](#).
 - (e) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over four months of age without a collar, which shall have attached thereto a valid vaccination tag.
 - (1) Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.
 - (2) Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his possession where it may be shown upon demand of a representative of [CGACCCAS](#).
 - (3) Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his possession where it may be shown upon demand of a representative of [CGACCCAS](#).
 - (4) Cats and dogs over four months of age that are on the owner's property are not required to wear their rabies tag provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his possession where it may be shown upon demand of a representative of [CGACCCAS](#).
 - (f) Any dog or cat entering the county for the purpose of a temporary stay not exceeding 14 days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.

(Ord. No. 2007-08, 2-5-07)

State law reference(s)—Inoculation of dogs and cats against rabies, O.C.G.A. § 31-19-6; rabies inoculation tags, O.C.G.A. § 31-19-6.

Sec. 10-97. Animals bitten by rabid animals/suspected rabid animals.

- (a) Dogs, cats and ferrets current on their rabies vaccinations that are bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined and observed for the recommended time set by the State of Georgia. Confinement is the responsibility of the owner and subject to unannounced inspections by [CGACCCAS](#) to ensure compliance.
- (b) Unvaccinated dogs, cats and ferrets that are bitten by a suspected or proven rabid animal should be humanely euthanized immediately. If the owner is unwilling to euthanize the animal, the exposed animal must be placed in strict confinement/isolation for the period of time set by the State of Georgia and vaccinated one month prior to being released from isolation. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by [CGACCCAS](#).
- (c) Cattle and livestock that are current on their rabies vaccinations bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined, and observed for the period of time set by the State of Georgia. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by [CGACCCAS](#).
- (d) Unvaccinated cattle or livestock bitten by a suspected or proven rabid animal should be destroyed (slaughtered) immediately. Under special circumstances and with the approval of [CGACCCAS](#) and the county

health department, the owner may opt to keep the exposed animal under very strict confinement/isolation and close observation for the period of time set by the State of Georgia.

- (e) Any animal bitten by a suspected or proven rabid animal that is not destroyed and manifests any of the symptoms of rabies should be immediately examined by a licensed veterinarian. If the licensed veterinarian determines the animal is displaying symptoms of rabies and the symptoms cannot be attributed to any other illness or injury, the animal shall be humanely euthanized and [CGACCCAS](#) shall be notified.
- (f) All animals will be managed in accordance with the guidelines established in the most current edition of the Georgia Rabies Control Manual.

~~(Ord. No. 2007-08, 2-5-07)~~

State law reference(s)—Animal bites, O.C.G.A. § 31-19-4.

Secs. 10-98—10-120. Reserved.

ARTICLE IV. CRUELTY AND RELATED OFFENSES³

Sec. 10-121. Cruelty to animals.

- (a) Any person who abuses an animal, or aids another person in abusing an animal, or causes or permits an animal to abuse another animal, by acting or failing to act, shall be in violation of this chapter. Cruelty to an animal includes but is not limited to:
 - (1) Willfull neglect as defined by this chapter;
 - (2) Failure to provide reasonable remedy or relief for any injured or diseased animal;
 - (3) Overloading, overdriving;
 - (4) Beating, torturing, tormenting or mutilating;
 - (5) Abandonment;
 - (6) Killing any animal or causing the same to be done;
 - (7) Failure to maintain adequate care;
 - (8) Failure to provide adequate food;
 - (9) Failure to provide adequate water;
 - (10) Failure to provide adequate shelter;
 - (11) Failure to provide adequate bedding;
 - (12) Failure to provide adequate primary enclosure;
 - (13) Failure to provide adequate exercise;
 - (14) Failure to provide adequate space;

³State law reference(s)—Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.

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- (15) Failure to maintain sanitary conditions;
 - (16) Failure to provide adequate ventilation;
 - (17) Failure to provide adequate temperature control;
 - (18) Hording or collecting animals as defined by this chapter;
 - (19) Owning, managing, obtaining, confining or caring for any number of animals in an animal mill as defined by this chapter; or
 - (20) Otherwise treating any animal in a cruel or inhumane manner;

(b) *Exceptions:*

- (1) Licensed veterinarians who perform surgery or euthanasia and [CGA~~CC~~CAS](#) personnel who euthanize animals under the direction of the [CGA~~CC~~CAS](#) manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.
- (2) A person shall not be guilty of cruelty when the person is protecting his life, the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided that the person being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused, or assaulted the animal in the past.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-121.1. Aggravated cruelty to animals.

- (a) Any person shall be in violation of this chapter and shall be guilty of aggravated cruelty who knowingly and maliciously causes or aids another person or animal in causing or attempting to cause the death, physical harm or serious disfigurement of an animal by, but not limited to, any of the following:
 - (1) Rendering a part of such animal's body useless;
 - (2) Drowning, severely starving, severely dehydrating, strangling, suffocating, burying alive, or burning;
 - (3) Attempting to kill, abuse, maim, disfigure, dismember, mutilate or torture any animal; or
 - (4) Administering poison to any animal or exposing any animal to any poisonous or toxic/deadly substance.
- (b) *Exception:* Licensed veterinarians who perform surgery or euthanasia and [CGA~~CC~~CAS](#) personnel who euthanize animals under the direction of the [CGA~~CC~~CAS](#) manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.
- (c) *Exception:* A person shall not be guilty of aggravated cruelty when the person is protecting his life, or the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided that the person or animal being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused or assaulted the animal in the past.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-121.2. Abandonment of a domestic animal.

- (a) Any person who engages in any behavior or activity defined as "abandonment (abandonment of an animal)" under section 10-1, shall be in violation of this chapter.
- (b) *Exception:* An animal that is deserted when premises are temporarily vacated for the protection of human life during a disaster or emergency hospitalization shall not be regarded as abandoned under this article where the owner or custodian lacked sufficient time or resources to make reasonable arrangements for the adequate care and custody of the animal.
- (c) *Exception:* An animal relinquished through a written agreement with [CCAECAS](#), the Humane Society of Cobb County, other licensed rescue group, licensed veterinarians, individual, or other entity shall not be deemed abandoned but shall be considered relinquished to the entity.
- (d) *Exception:* An animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by [CCAECAS](#) until [CCAECAS](#) can locate a family member to take custody of the animal. If a family member cannot be located, then the animal will be held in compliance with section 10-67 of this chapter.

(Ord.-No.-2007-08, 2-5-07)

Sec. 10-121.3. Fighting of animals.

- (a) No animal shall be used for fighting.
- (b) No animal shall be used to train other animals to fight.
- (c) No animal shall be used as bait to encourage aggressive or fighting behavior in other animals.
- (d) No person shall own, possess, keep, harbor, train, lend, borrow, or handle any dog, cat, bird/fowl, or other domestic, feral or wild animal with the intent that such animal shall be engaged in any animal fight/fight training, exhibition of animal fighting or being used as bait for fighting/aggressive animals.
- (e) No person shall train, assist, umpire/referee or in any way participate in the training of any animal to be used for animal fighting or used as bait or for animal fighting, or torment, badger or bait any animal for the purpose of fighting or blood sport training or any other such activity, the primary purpose of which is the training/conditioning of animals for aggressive or vicious behavior or animal fights or exhibitions of fighting animals.
- (f) No person shall charge admission to, participate in, or be present as a spectator, handler, timekeeper, referee, guard, etc. at any animal fight/battle.
- (g) No person shall profit from any activity connected with any animal fight or exhibition of animals fighting or training, or competitions or matches of fighting animals.
- (h) Any animal found to be used in violation of subsections (a), (b), (c), (d) or (e) of this section will be immediately confiscated by [CCAECAS](#).

(Ord.-No.-2007-08, 2-5-07)

Sec. 10-121.4. Animal fighting/training arenas/areas.

No person shall, for the purpose of any exhibition/ occurrence of animal fighting, training for animal fighting, or training of animals to display aggressive behaviors:

-
- (1) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on premises owned or occupied by him;
 - (2) Allow a pit or other animal fighting arena or area whether permanent or portable, to be built, made, maintained, or kept on his premises; or
 - (3) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on public or private property.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-121.5. Training equipment.

No person shall:

- (1) Possess, use, sell, give, trade, or loan apparatus, paraphernalia, pit supplies, implements, programs, drugs or equipment used to train or condition animals to be aggressive, aggressive animals, game animals, or animals used to train other animals to be aggressive.
- ~~(2) Use any animal as bait or as a lure in training dogs for racing or other competitions.~~
- ~~(2) Use any animal as bait or as a lure in training dogs for racing or other competitions.~~

(Ord. No. 2007-08, 2-5-07)

Sec. 10-121.6. Animals in motor vehicles.

Any person shall be in violation of this chapter who:

- (1) Transports an animal in a pickup or other open vehicle unless the animal is either:
 - a. Fully enclosed within the vehicle.
 - b. Protected by a belt, halter, tether, cage, container or other device that will prevent the animal from falling, jumping or being thrown from the motor vehicle and that will protect the animal from harm.
- (2) Leaves an animal in a parked vehicle when temperatures inside the vehicle may adversely affect the animal's health and welfare. When the conditions inside a parked vehicle constitute an imminent threat to the animal's health or safety, any animal left in a parked vehicle may be removed from that vehicle by CCACCAS, any law enforcement agency, or fire agency.
- (3) Leaves an animal unrestrained or unattended in any parked open vehicle.
- (4) Leaves an animal in any vehicle where it must stand, sit or lie on extremely hot or cold surfaces including but not limited to truck beds.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-121.7. Impoundment of animals inhumanely or cruelly treated in violation of sections 10-121 through 10-121.6.

Any animal that has not received humane care, that has been subjected to cruelty in violation of sections 10-121 through 10-121.2 or section 10-121.6, or that is used or intended for use in any violation of sections 10-121.3 through 10-121.5 shall be immediately impounded by CCACCAS.

(Supp. No. 35)

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(Ord. No. 2007-08, 2-5-07)

Secs. 10-122—10-134. Reserved.

ARTICLE V. MISCELLANEOUS OFFENSES

Sec. 10-135. Selling/giving away of animals; use of animals as prizes.

Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society which has all required governmental licenses, registrations and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales and CCACCAS property.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-136. Motorist hitting domestic animal to make report.

Any person who strikes or causes injury to any domestic animal while operating a motor vehicle shall notify the owner of the nature of the injury and the location of the incident. If the owner is unknown, the person striking or injuring the animal shall notify CCACCAS, the county police department, or any law enforcement agency.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-137. Exhibition of animals.

- (a) Animal exhibitions will be permitted provided that the exhibitor:
- (1) Has all valid licenses and permits that are required by the state, county or city available for inspection on demand;
 - (2) Abides by all federal, state and local laws, ordinances, rules and guidelines that apply to such exhibits;
 - (3) Does not exhibit any animal that is ill or injured;
 - (4) Has a licensed veterinarian either present or on call to attend to any injured/ill animal;
 - (5) Confines/controls all animals to protect the public and the animals from harm; and
 - (6) Ensures that all animals are treated in accordance with this chapter.
- (b) Legal exhibitions include but are not limited to petting zoos, circuses, dog shows, individuals or groups displaying/marketing animals for adoption or sale, etc., unless otherwise prohibited in this chapter. Animals that are high-risk carriers of rabies such as foxes, raccoons, and skunks shall not be exhibited in petting zoos or any exhibition where they can come in contact with people.
- (c) Exhibitions of animals for illegal purposes as stated in local ordinances, this chapter, state and federal laws are strictly prohibited.
- (d) No person shall in any manner or for any reason encourage, instigate, promote, assist, exhibit, organize, sponsor, host or participate in an exhibition/demonstration of the following types of animals including but not limited to those animals that are:

(Supp. No. 35)

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-
- (1) Used or potentially used for fighting or training for fighting;
 - (2) Game animals;
 - (3) Bred with the intent to fight; or
 - (4) Aggressive animals.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-138. Sanitation.

- (a) Animal owners must keep their yard, property, porches, balconies, decks, etc. reasonably free of animal feces. Animal waste will be removed in a timely manner by placing said material in a closed or sealed container and thereafter disposing of it in the animal owner's trash receptacle, sanitary disposal unit, or other closed or sealed refuse container.
- (b) Persons who permit their animals to defecate on public or private property other than their own property are required to immediately pick up the feces, bag the feces, and properly dispose of the feces. Animal waste shall be removed by placing said matter in a closed or sealed container and thereafter disposing of it in the animal owner's or public trash receptacle, sanitary disposal unit or other closed or sealed refuse container.
- (c) Any person found in violation of subsection (a) or (b) of this section shall be in violation of this chapter, subject to the following exceptions:
 - (1) Persons using guide dogs or assistance dogs are exempt from removing feces;
 - (2) Hunting dogs being used in a legal hunt with permission of the property owner; or
 - (3) Law enforcement officers working police trained dogs.

~~(Ord. No. 2007-08, 2-5-07)~~

Sec. 10-139. Proximity of livestock lot, excluding pigs and hogs, to residences and public buildings.

It shall be unlawful to maintain a barn or lot in which is kept any livestock, other than pigs and hogs, within 100 feet of any private residence or public building other than the residence of the owner of such animal.

~~(Code 1986, § 11-3-2; Ord. No. 2007-08, 2-5-07)~~

Sec. 10-140. Proximity of hog lots or pigpens to residences and public buildings.

It shall be unlawful to maintain a pigpen or hog lot having more than one animal within 600 feet of any private residence or public building except the residence of the owner; and it shall be unlawful to maintain a pigpen or hog lot having one animal within 200 feet of any private residence or public building except the residence of the owner.

~~(Code 1986, § 11-3-3; Ord. No. 2007-08, 2-5-07)~~

Commented [FB2]: Sec. 10-139 and 10-140 are not in the County Ordinance. These are typically found in the zoning ordinance and I suspect Daryl can confirm

Sec. 10-142. Noisy or offensive animal.

It shall be unlawful for any person to keep, maintain or permit any dog or other animal in the city in such a manner that such dog or other animal becomes unreasonably noisy or offensive to the neighbors or citizens of the city, or disturbs the general peace of the city.

(Ord. No. 2007-08, 2-5-07)

Commented [FB3]: This is typically in a noise ordinance and is not in the County Ordinance



Item Report

TO: The Honorable Mayor and City Council
FROM: Nicholas Simpson, Deputy City Clerk
DATE: December 1, 2025
TITLE: **Minutes: November 17, 2025 Regular Meeting**
Approval of the November 17, 2025 City Council Regular Meeting Minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-11-17 City Council Meeting Minutes - DRAFT

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
November 17, 2025
6:30 PM**

Present

Mayor Derek Easterling
Mayor Pro Tem Pat Ferris
Councilmember Madelyn Orochena
Councilmember Tracey Viars
Councilmember Antonio Jones
Councilmember Anthony Gutierrez-Leon
Deputy City Clerk Nicholas Simpson
City Manager Jeff Drobney
City Attorney Sam Hensley, Jr.

1. Invocation

Mayor Easterling led the Invocation.

2. Pledge of Allegiance

Sergeant Adams with the Kennesaw Police Department led the Pledge of Allegiance.

3. Call to Order

4. Announcements

5. Presentations

A. Proclamation: Lemon Street School Alumni

Presentation of a Proclamation recognizing Kennesaw Alumni of Lemon Street School.

Mayor Easterling presented proclamations to the Kennesaw alumni of Marietta's Lemon Street School, which opened in 1894 to serve that city's African American student population. The school closed in 1971, was renovated in 2020, and now operates non-traditional academic programs for middle and high school students. Lemon Street School is listed on the National Register of Historic Places.

B. Presentation: North Cobb Rotary Donation

Recognition of North Cobb Rotary's donation toward the purchase of an Automated External Defibrillator (AED) for Parks & Recreation.

Assistant City Manager Marty Hughes recognized the North Cobb Rotary's \$1,850 donation for the purchase of an AED defibrillator, underscoring the organization's ongoing commitment to a safe Kennesaw. The device will be utilized by City staff during public events during an emergency. Dave Schwickerath, Deborah Morton and Lao Rimanelli were present for the presentation of the check.

C. Presentation: Honoring Richard Blevins for 13 years of service to the Kennesaw Development Authority.

Mayor Easterling honored Attorney Richard Blevins' completion of 13 years of service on the Kennesaw Development Authority (KDA). He has served as Chair of the KDA for the past 10 years and is the longest serving KDA member in history. The Mayor highlighted his education at Georgia Military College, Georgia College & State University and John Marshall Law School. Prior to starting the practice of law, Attorney Blevins served honorably in law enforcement. Although Attorney Blevins and his wife are moving to another locale, he enjoyed working with the citizens and watching the city's growth.

D. Kennesaw 101: Citizens Government Academy Graduation, Class of 2025.

Anna Trapp from the City Manager's office presented certificates to the recent graduates of Kennesaw 101 and Mayor Easterling gave certificates to the 10 course participants. Mayor Easterling stated that the key to the course is its participants and their thought-provoking input. He thanked them for their participation.

6. Public Comment

This section is for comment on any item on the agenda.

6:20 - Floor Open for Public Comment

No comments.

6:21 - Floor Closed for Public Comment

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. Minutes: October 27, 2025 Work Session

Approval of the October 27, 2025, City Council work session minutes.

B. Minutes: November 3, 2025 City Council Meeting

Approval of the November 3, 2025 City Council Regular Meeting Minutes.

Motion by Councilmember Viars to approve the Consent Agenda engross. Seconded by Councilmember Gutierrez-Leon.

Vote taken: motion unanimously approved 5-0. Motion passed.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

- A. **Resolution: Adams Park Baseball and Softball Electrical Service Upgrade**
Consideration for approval of a Resolution awarding the Adams Park baseball and softball quads electrical services project to Allstar Lighting and Electrical Services, Inc.

[Resolution 2025-73 - Adams Park Baseball and Softball Electrical Service Upgrade](#)

Motion by Councilmember Jones to approve the Resolution for Adams Park. Seconded by Councilmember Orochena.

Vote taken: motion unanimously approved 5-0. Motion passed.

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

6:22 - Floor Open for Public Comment

Andrew Bramlett highlighted a veteran's history in Kennesaw with a biography on Esther Jaunita Roberts, who became the first female senior guidance counselor in the United States Army Recruiting Command. She is buried in the City Cemetery.

6:24 - Floor Closed for Public Comment

19. City Manager's Report

The graduates of Kennesaw 101 recounted their experience with the course, and they thanked the staff and the City Manager for his presentation.

- A. Reports, Discussions, and Updates

20. 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, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

Councilmember Pat Ferris thanked the Kennesaw 101 graduates for their participation.

Councilmember Antonio Jones wished all Veterans a happy Veterans Day. He appreciates how the Police Department highlights the officers and their service. He also thanked the Mayor for his service.

Councilmember Anthony Gutierrez-Leon thanked the Kennesaw 101 graduates for their participation. He also thanked the North Cobb Notary for their AED donation. Gutierrez-Leon recognized his wife's birthday.

Councilmember Madelyn Orochena spoke about her participation in the Kennesaw 101 class. Orochena attended the holiday market, and she said it was well attended.

Councilmember Tracey Viars thanked the Kennesaw 101 class for their participation in the program. She encouraged them to "get involved and stay involved". She also highlighted the groundbreaking of the Reformation Brewery in downtown Kennesaw last week and the future opening of Smash Hit Burger in the former location of The Nest.

22. Executive Session

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.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:11 p.m. The next work session will be held on Monday, November 24, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.



Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: December 1, 2025

TITLE: **Resolution: November 4, 2025 - Election Results**
 Consideration for approval of a Resolution ratifying the certified election results of the November 4, 2025, General Municipal Election for Council Posts 3, 4, and 5, as provided by Cobb County Board of Elections and Registration.

Summary: The official results from the November 4, 2025, Kennesaw General Municipal Election for City Council Posts 3, 4, and 5, as provided by the Cobb County Board of Elections and Registration are:

City Council, Post 3	4,221 votes
JONATHON BOTHERS	2,146 votes
Donovan Giardina	2,075 votes
City Council, Post 4	3,702 votes
ANTONIO JONES	3,702 votes
City Council, Post 5	3,776 votes
ANTHONY GUTIERREZ-LEON	3,776 votes

There were 21,842 registered voters with 4,744 votes cast, equivalent to a 21.72% turnout.

Recommendation:

City Clerk recommends approving the Resolution to ratify the certified results as provided by the Cobb County Board of Elections and Registration.

Fiscal Impact:

Attachments:

1. RES 2025 - Ratify General Election Results
2. Consolidated Municipal County Certification of Returns
3. Election Summary Report

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-___

**RESOLUTION TO RATIFY CERTIFIED ELECTION RESULTS OF THE NOVEMBER
4, 2025 KENNESAW GENERAL MUNICIPAL ELECTION FOR COUNCIL POSTS 3, 4,
AND 5 AS PROVIDED BY
COBB COUNTY BOARD OF ELECTIONS & REGISTRATION**

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

WHEREAS, the general Municipal Election was held on November 4, 2025, for City Council Posts 3, 4, and 5; and

WHEREAS, the official results from Cobb County Board of Elections & Registration are:

City Council, Post 3	4,221 votes
JONATHON BOTHERS	2,146 votes
Donovan Giardina	2,075 votes
City Council, Post 4	3,702 votes
ANTONIO JONES	3,702 votes
City Council, Post 5	3,776 votes
ANTHONY GUTIERREZ-LEON	3,776 votes

WHEREAS, there were 21,842 registered voters with 4,744 votes cast, equivalent to a 21.72% turnout.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council hereby ratifies the certified election results for Council Posts 3, 4, and 5.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of December 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR:

- SPECIAL ELECTION
- GENERAL ELECTION
- RUNOFF ELECTION

NOVEMBER 4, 2025

Date

ACWORTH, AUSTELL, KENNESAW, MABLETON, MARIETTA,
POWDER SPRINGS - COBB COUNTY

Municipality / County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by EMS). Attach copies of this consolidated certification report as follows:

1. **White** sheet is attached to Election Summary and returned to Secretary of State.
2. **Yellow** sheet is attached to Election Summary and maintained by Superintendent.
3. **Pink** sheet is attached to Election Summary and sent to Clerk of Superior Court.
4. **Goldenrod** Copy is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county).

Election summary MUST be attached to this form

Name of Candidate(s)	Vote Totals
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

We, the undersigned Superintendent/Supervisor of Elections and the Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County.

In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 10th day of November, 2025

SIGNED IN QUADRUPPLICATE

[Signature] Member Name
Kendall Watkins Member Name
[Signature] Member Name
[Signature] Member Name
[Signature] Member Name

[Signature]
 Superintendent of Election



Election Summary Report

General Election

Cobb

November 04, 2025

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Electors Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	84,840	84,840	506,425	16.75%
	Advance Voting	39,979	39,979		7.89%
	Absentee by Mail	1,172	1,172		0.23%
	Provisional	185	185		0.04%
	Total	126,176	126,176		24.92%

Precincts Reported: 148 of 148 (100.00%)

Registered Voters: 126,176 of 506,425 (24.92%)

Ballots Cast: 126,176

PSC - District 2 (Vote for 1)

Precincts Reported: 148 of 148 (100.00%)

	Total	
Times Cast	126,176 / 506,419	24.92%

Candidate	Party	Total	
Tim Echols (I) (Rep)		36,994	
Alicia M. Johnson (Dem)		88,599	
Total Votes		125,593	

	Total	
Unresolved Write-In	60	

PSC - District 3 (Vote for 1)

Precincts Reported: 148 of 148 (100.00%)

	Total	
Times Cast	126,176 / 506,419	24.92%

Candidate	Party	Total	
Fitz Johnson (I) (Rep)		36,636	
Peter Hubbard (Dem)		88,984	
Total Votes		125,620	

	Total	
Unresolved Write-In	60	

Mayor-Acworth (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		3,385 / 15,048	22.49%
Candidate	Party	Total	
Tommy Allegood (I)		2,768	
Total Votes		2,768	
		Total	
Unresolved Write-In		173	

Alderman - Post 4 - Acworth (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		3,385 / 15,048	22.49%
Candidate	Party	Total	
Kimberly Haase		1,781	
Tim Richardson (I)		1,429	
Total Votes		3,210	
		Total	
Unresolved Write-In		14	

Alderman - Post 5 - Acworth (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		3,385 / 15,048	22.49%
Candidate	Party	Total	
Tim Houston (I)		2,795	
Total Votes		2,795	
		Total	
Unresolved Write-In		131	

City Council LRG - Post 1 - Austell (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		1,391 / 5,168	26.92%
Candidate	Party	Total	
Melanie Maria Elder (I)		807	
Jonathan Foster		521	
Total Votes		1,328	
		Total	
Unresolved Write-In		9	

City Council - Ward 1 - Austell (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		244 / 1,203	20.28%
Candidate	Party	Total	
Derek Caffé		114	
Total Votes		114	
		Total	
Unresolved Write-In		2	

City Council - Ward 3 - Austell (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		457 / 1,369	33.38%
Candidate	Party	Total	
Meredith Adams (I)		129	
Shawndra N. Williams		319	
Total Votes		448	
		Total	
Unresolved Write-In		3	

City Council - Post 3 - Kennesaw (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		4,744 / 21,842	21.72%
Candidate	Party	Total	
Jonathon Bothers		2,146	
Donovan Giardina		2,075	
Total Votes		4,221	
		Total	
Unresolved Write-In		49	

City Council - Post 4 - Kennesaw (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		4,744 / 21,842	21.72%
Candidate	Party	Total	
Antonio Jones (I)		3,702	
Total Votes		3,702	
		Total	
Unresolved Write-In		142	

City Council - Post 5 - Kennesaw (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		4,744 / 21,842	21.72%
Candidate	Party	Total	
Anthony Gutierrez-Leon (I)		3,776	
Total Votes		3,776	
		Total	
Unresolved Write-In		135	

City Council - Dist 2 - Mableton (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		1,519 / 6,162	24.65%
Candidate	Party	Total	
Michael McNeely		815	
Dami Oladapo (I)		672	
Total Votes		1,487	
		Total	
Unresolved Write-In		4	

City Council - Dist 4 - Mableton (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		3,212 / 9,032	35.56%
Candidate	Party	Total	
Patricia Auch (I)		1,327	
Cassandra Lynn Brown		1,838	
Total Votes		3,165	
		Total	
Unresolved Write-In		8	

City Council - Dist 6 - Mableton (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		1,603 / 7,840	20.45%
Candidate	Party	Total	
Debora Herndon (I)		1,320	
Total Votes		1,320	
		Total	
Unresolved Write-In		55	

Mayor - Marietta (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		13,585 / 36,145	37.58%
Candidate	Party	Total	
Sam Foster		6,675	
Steve "Thunder" Tumlin (I)		6,764	
Total Votes		13,439	
		Total	
Unresolved Write-In		19	

City Council - Ward 1 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		920 / 3,257	28.25%
Candidate	Party	Total	
Anthony McCalla		438	
Cheryl Richardson (I)		462	
Total Votes		900	
		Total	
Unresolved Write-In		0	

City Council - Ward 2 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		2,734 / 6,107	44.77%
Candidate	Party	Total	
Akella C. Clore		857	
Vicki Lucas		323	
Jason Waters		1,467	
Total Votes		2,647	
		Total	
Unresolved Write-In		8	

City Council - Ward 3 - Marietta (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		2,421 / 5,714	42.37%
Candidate	Party	Total	
Daniel Gaddis		853	
Nora Gaudet		810	
Boozer McClure		651	
Total Votes		2,314	
		Total	
Unresolved Write-In		10	

City Council - Ward 4 - Marietta (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		3,435 / 6,403	53.65%
Candidate	Party	Total	
Byron "Tee" Anderson		2,315	
West House		968	
Total Votes		3,283	
		Total	
Unresolved Write-In		20	

City Council - Ward 5 - Marietta (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		1,690 / 5,462	30.94%
Candidate	Party	Total	
Reggie Copeland		526	
Carlyle Kent (I)		797	
Kenneth Wright		277	
Total Votes		1,600	
		Total	
Unresolved Write-In		7	

City Council - Ward 6 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,582 / 5,136	30.80%
Candidate	Party	Total	
André L. Sims (I)		1,302	
Total Votes		1,302	
		Total	
Unresolved Write-In		46	

City Council - Ward 7 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		803 / 4,066	19.75%
Candidate	Party	Total	
Joseph R. Goldstein (I)		659	
Total Votes		659	
		Total	
Unresolved Write-In		31	

School Board - Ward 1 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		920 / 3,257	28.25%
Candidate	Party	Total	
Jeff DeJarnett (I)		782	
Total Votes		782	
		Total	
Unresolved Write-In		38	

School Board - Ward 2 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		2,734 / 6,107	44.77%
Candidate	Party	Total	
Laura Holder		1,499	
Nicole Tirado		1,158	
Total Votes		2,657	
		Total	
Unresolved Write-In		9	

School Board - Ward 3 - Marietta (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		2,421 / 5,714	42.37%
Candidate	Party	Total	
Jeff Collins		1,367	
Matt Courtoy		893	
Total Votes		2,260	
		Total	
Unresolved Write-In		21	

School Board - Ward 4 - Marietta (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		3,435 / 6,403	53.65%
Candidate	Party	Total	
Jaillene Hunter (I)		2,883	
Total Votes		2,883	
		Total	
Unresolved Write-In		151	

School Board - Ward 5 - Marietta (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		1,690 / 5,462	30.94%
Candidate	Party	Total	
Jesse D. Bonner, Jr.		698	
Angela Orange (I)		896	
Total Votes		1,594	
		Total	
Unresolved Write-In		7	

School Board - Ward 6 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,582 / 5,136	30.80%
Candidate	Party	Total	
Christina Rogers		843	
Tony Viola		642	
Total Votes		1,485	
		Total	
Unresolved Write-In		16	

School Board - Ward 7 - Marietta (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		803 / 4,066	19.75%
Candidate	Party	Total	
Irene Holly Berens (I)		676	
Total Votes		676	
		Total	
Unresolved Write-In		21	

City Council - Ward 1 - Powder Springs (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		1,195 / 4,434	26.95%
Candidate	Party	Total	
Raja C. Antone		1,004	
Total Votes		1,004	
		Total	
Unresolved Write-In		29	

City Council - Ward 2 - Powder Springs (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		962 / 3,908	24.62%
Candidate	Party	Total	
Doris J. Dawkins (I)		812	
Total Votes		812	
		Total	
Unresolved Write-In		24	

City Council - Ward 3 - Powder Springs (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		1,177 / 4,326	27.21%
Candidate	Party	Total	
Dwayne Green (I)		959	
Total Votes		959	
		Total	
Unresolved Write-In		51	



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: December 1, 2025
TITLE: **Resolution: Intergovernmental Agreement for Fire Dispatch Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Dispatch Services.

Summary:

To comply with Service Delivery Strategy (SDS) requirements, Cobb County and the City of Kennesaw are updating Intergovernmental Agreements for several County-provided services.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025- Cobb Fire Dispatch IGA
2. 911 fire dispatch IGA Kennesaw 11.4.25

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY FOR FIRE
DISPATCH SERVICES**

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

WHEREAS, Cobb County, Georgia presently operates an Emergency 9-1-1 system having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19; and

WHEREAS, the City of Kennesaw presently operates an Emergency 9-1-1 system in both the Cities of Kennesaw and Acworth, Georgia having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19; and

WHEREAS, an E-9-1-1 system is essential for the most effective and efficient public safety response to emergencies; and

WHEREAS, the City of Kennesaw is a municipality wholly located within Cobb County; and

WHEREAS, the City of Kennesaw staffs a public safety answering point and dispatches for its police calls but desires to authorize Cobb County to provide fire and medical emergency dispatch services; and

WHEREAS, Cobb County provides fire and medical emergency services within Kennesaw city limits pursuant to an intergovernmental agreement and as part of the Cobb County Fire District established by Local Constitutional Amendment, it is reasonable that Cobb County provide dispatch services for same; and

WHEREAS, the City of Kennesaw and Cobb County are authorized to enter into this agreement pursuant to Ga. Const. Art. IX, Sec. III, Para. I.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the Intergovernmental Agreement with Cobb County, attached as Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of December 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXHIBIT A

STATE OF GEORGIA
COUNTY OF COBB

INTERGOVERNMENTAL AGREEMENT FOR FIRE DISPATCH SERVICES

THIS AGREEMENT is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the “County”), and the CITY OF KENNESAW, a municipal corporation of the State of Georgia (hereinafter known as the “City”).

RECITALS

WHEREAS, Cobb County, Georgia presently operates an Emergency 9-1-1 system (“County E-9-1-1 System”) having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19;

WHEREAS, City presently operates an Emergency 9-1-1 system in both the Cities of Kennesaw and Acworth, Georgia (“City E-9-1-1 System”) having trained communication officers on staff in conformance with O.C.G.A. § 36-60-19;

WHEREAS, an E-9-1-1 system is essential for the most effective and efficient public safety response to emergencies;

WHEREAS, City is a municipality wholly located within Cobb County;

WHEREAS, City staffs a public safety answering point and dispatches for its police calls but desires to authorize County to provide fire and medical emergency dispatch services;

WHEREAS, as County provides fire and medical emergency services within City pursuant to an intergovernmental agreement and as part of the Cobb County Fire District established by Local Constitutional Amendment, it is reasonable that County provide dispatch services for same; and

WHEREAS, City and County are authorized to enter into this agreement pursuant to Ga. Const. Art. IX, Sec. III, Para. I.

NOW, THEREFORE and in consideration of Ten Dollars and the mutual promises and covenant contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

Section 1. County Responsibilities

- a. County shall provide fire and emergency medical radio dispatch services for City 24 hours a day, seven days a week, 365 days per year.
- b. County will maintain an emergency communications center to provide such services. County has complete ownership, custody, and control of all the equipment and furnishings required to perform this Agreement. County will be responsible for acquiring and maintaining all equipment to provide accompanying radio services internal to County.
- c. County shall have sole responsibility for all personnel decisions related to County

EXHIBIT A

employees at the Emergency 9-1-1 Communications Center. City shall not have any control regarding the staffing and personnel issues of the Emergency 9-1-1 Communications Center.

- d. County shall provide staffing to receive and dispatch calls.

Section 2. City Responsibilities

- a. In order for County to provide direct dispatch of calls from within City, City shall provide:
 - i. Hand-held radios, mobile radios, computers or other devices and equipment for City's personnel to receive direct dispatch. The devices utilized will be compliant with established protocol standards (currently, P25) and will be selected by City. County will only provide radio services as detailed in the 800 MHz Radio System User License Agreement currently in effect and as may be amended.
 - ii. Staff to receive and respond to calls.
 - iii. The ability to receive CAD information by police and fire personnel.

The responsibility described in this subsection shall be suspended for so long as City has contracted with the County for the provision of fire services.

- b. City acknowledges that it is part of the Cobb County Fire District established by Local Constitutional Amendment and its residents' fire fund taxes have been used in the past to defray the cost of fire dispatch services within both City and County.

Section 3. E-9-1-1 Operational Advisory Committee.

- a. An E-9-1-1 Operational Advisory Committee (E-9-1-1 Ops Committee) shall be established.
- b. The initial makeup of the E-9-1-1 Ops Committee shall include the Cobb County E-9-1-1 Director, the Cobb County Director of Public Safety, the Cobb County Chief of Police, and the Cobb County Chief of Fire and Emergency Medical Services, the City of Marietta Chief of Police, the City of Marietta Chief of Fire Services, the City of Powder Springs Chief of Police, the City of Austell Fire Chief, and the City of Austell Chief of Police. Additionally, the County Manager or appointee, the City of Marietta City Manager or appointee, the City of Powder Springs City Manager or appointee, the City of Austell Mayor or appointee, and the City of Mableton City Manager or appointee will each have representation on the Operational Advisory Committee.
- c. The Chairperson of the E-9-1-1 Ops Committee shall be rotated annually between the operational heads of each agency participating in the E-9-1-1 center.
- d. The E-9-1-1 Ops Committee will meet at least annually to discuss operational policies, recommended changes, or enhancements to the function of E9-1-1. The E-9-1-1 Ops Committee Chairperson shall have a special called meeting when necessary to address emergency or other major issues that occur between annual meetings or at the request of the County or any municipality that has members on the E-9-1-1 Ops Committee.
- e. The intent in establishing this Ops Committee is to facilitate communication amongst all participants in the E-9-1-1 center and to meet the operational needs and requirements for each participating agency.
- f. There shall be minutes taken at all meetings and the same shall be disseminated to all

members.

- g. County reserves the authority to accept or reject any of the recommendations of the E-9-1-1 Ops Committee. Nothing in this section is intended to diminish the authority of the Board of Commissioners or the Mayors and City Councils.
- h. County may adjust the number of members of the E-9-1-1 Ops Committee as necessary to accommodate other municipalities with whom County has contracted to provide E-9-1-1 services (Added Municipality) and to accommodate municipalities that cease to contract with County for E-9-1-1 services (Ceased Municipality). The membership shall not be adjusted or lowered (unless otherwise agreed by the Parties) except as follows:
 - i. In the event of a Ceased Municipality, only those appointed from the ceased Municipality shall be removed; and
 - ii. In the event of an Added Municipality, up to three new member(s) (depending on the services the Added Municipality provides) may be added from the Added Municipality and must be either all of or selected from such Added Municipality's:
 - a) Chief of Fire if the added municipality provides fire services; and/or
 - b) Chief of Police if the added municipality provides police services; and/or
 - c) City Manager or appointee.

Section 4. Liability

- a. City shall bear the responsibility and be liable for any act or omission, on the part of City, its officers, agents, employees, subcontractors and/or others working at the direction of City or on City's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that City and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and City retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this Agreement.
- b. County shall bear the responsibility and be liable for any act or omission, on the part of County, its officers, agents, employees, subcontractors and/or others working at the direction of County or on County's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that County and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and County retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this Agreement.

Section 5. Term

This Agreement shall commence and be effective on the date executed by the last party executing this Agreement. This Agreement shall continue until January 1, 2030 or until City elects to remove itself from the Cobb County Fire District established by Local Constitutional Amendment, whichever date is the earlier. This agreement may be terminated prior to the termination date upon mutual agreement of both parties. Either County or City may unilaterally terminate this Agreement upon providing 24 months advance written notice to the other party.

Section 6. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

Section 7. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia.

Section 8. Notices

All notices and other communications required or permitted under this Agreement shall be in writing to the address set forth for such party below and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent.

If to City of Kennesaw:

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144
Attention: Mayor Derek Easterling
Telephone: 770-424-8274
Email: _____

With Copy to:

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

If to County:

Cobb County 9-1-1 Emergency Communications Director
140 North Marietta Parkway
Marietta, GA 30060

With Copy to:

Cobb County Manager
100 Cherokee Street, Suite 300
Marietta, Georgia 30090

And to:

Director, Department of Public Safety
100 Cherokee Street, Suite 450
Marietta, GA 30090

Section 9. Entire Agreement

The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the parties.

Section 10. Dispute Resolution

Any claim, controversy or dispute, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The parties agree in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

Section 11. Force Majeure

Neither County nor City shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

Section 12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 13. Headings

All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

WHEREFORE, the parties have read and understood the terms of this Agreement, they do hereby agree to such terms by execution of their signatures below.

COBB COUNTY, GEORGIA

By: Lisa N. Cupid
Title: Chairwoman
Cobb County Board of Commissioners

Attest: _____
County Clerk

Date: _____

(COUNTY SEAL)

Approved as to form:

County Attorney's Office

CITY OF KENNESAW, GEORGIA

By: Derek Easterling
Title: Mayor
City of Kennesaw, Georgia

Attest: _____
City Clerk

Date: _____

(CITY SEAL)

Approved as to form:

City Attorney



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: December 1, 2025
TITLE: **Resolution: Intergovernmental Agreement for Fire Marshal Services**
 Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Marshal services.

Summary:

To comply with Service Delivery Strategy (SDS) requirements, Cobb County and the City of Kennesaw are updating Intergovernmental Agreements for several County-provided services.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025- Cobb Fire Marshall Services IGA
2. IGA Kennesaw Fire Marshal space 11.4.25

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY FOR FIRE MARSHAL
SERVICES**

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

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes City and County to contract with one another for a period not exceeding fifty (50) years “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment”, provided that such contracts “deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

WHEREAS, Cobb County provides fire and medical emergency services within Kennesaw city limits pursuant to an intergovernmental agreement and as part of the Cobb County Fire District established by Local Constitutional Amendment; and

WHEREAS, in order to maintain a high level of responsiveness to its citizens, the City of Kennesaw desires to provide the fire marshal or his designee office space within the City’s facilities to meet with City residents for plan review purposes which is a component of the overall fire prevention services provided by contract to the City; and

WHEREAS, during the term of this Intergovernmental Agreement, Cobb County is willing to provide a fire marshal designee to provide regular office hours, one day a week, to be located in the provided office space within a City facility on the terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the Intergovernmental Agreement with Cobb County, attached as Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of December 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT COBB COUNTY AND THE CITY OF KENNESAW

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter “County”), and the CITY OF KENNESAW (“City”), a municipal corporation of the State of Georgia (hereinafter known as the “City”). The Effective Date of this IGA shall be the date that the last party hereto executes the same.

WITNESSETH:

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes City and County to contract with one another for a period not exceeding fifty (50) years “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment”, provided that such contracts “deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

WHEREAS, County provides fire and medical emergency services within City pursuant to an intergovernmental agreement and as part of the Cobb County Fire District established by Local Constitutional Amendment; and

WHEREAS, in order to maintain the high level of responsiveness to its citizens, City desires to provide the fire marshal or his designee office space within City facilities to meet with City residents for plan review purposes which is a component of the overall fire prevention services provided by contract to City; and

WHEREAS, during the term of this IGA, County is willing to provide a fire marshal designee to provide regular office hours, one day a week, to be located in the provided office space within a City facility (the “Premises”) on the terms set forth herein; and

WHEREAS, City and County have duly authorized the execution of this IGA through appropriate approval by their respective governing bodies.

NOW, THEREFORE and in consideration of Ten Dollars and the mutual promises and covenant contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE I Purpose and Terms

A. **Purpose.** The Premises shall be used by County solely for the purpose of providing plan review services to City residents, storage of related paperwork, and such purposes as are incidental thereto. The intent of this IGA is that the provision of services under this IGA shall not result in added cost to County, the unincorporated area taxpayers, or the residents of the other incorporated areas of County. All interpretations of this IGA shall be construed in light of this statement of intent.

EXHIBIT A

- B. **Term.** This IGA shall commence on the Effective Date and shall continue until January 1, 2030 or until City elects to remove itself from the Cobb County Fire District established by Local Constitutional Amendment, whichever date is the earlier. This IGA may be terminated prior to the termination date upon the mutual written agreement of both Parties. Either County or City may unilaterally terminate this IGA upon providing advance 30 days written notice to the other Party. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this IGA shall so survive.
- C. **Effect of Expiration or Termination.** City agrees that upon expiration or termination of this IGA, unless otherwise agreed mutually by both parties, and provided City is still a part of the Local Constitutional Amendment Fire District, all plan review services for City residents shall be conducted in County facilities.

ARTICLE II County Services Provided in City

County shall provide a fire marshal designee to City for the provision of regular office hours, one day a week, to be located in the Premises provided by City.

ARTICLE III City Obligations

City agrees to provide office facilities to house the County fire marshal designee one day a week. Office functions and operations including but not limited to, internet connectivity, basic telephone service, office cleaning and supporting office functions and operations shall be provided at no cost to County.

ARTICLE IV Default and Dispute Resolution

Any claim, controversy or dispute, related directly or indirectly to this IGA shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The Parties agree in good faith to participate in a mediation process if requested by the other Party with all costs of mediation to be borne equally between the Parties.

Article V Liability and Preservation of Immunities

County shall bear the responsibility and be liable for any act or omission, on the part of County's Contractors its officers, agents, employees, subcontractors and/or others working at the direction of County or on County's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that County and its respective governing body does not waive its sovereign immunity by entering into this IGA, and County retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

EXHIBIT A

City shall bear the responsibility and be liable for any act or omission, on the part of City, its officers, agents, employees, subcontractors and/or others working at the direction of City or on City's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that City and its respective governing body does not waive its sovereign immunity by entering into this IGA, and City retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

To the extent permitted by law, each Party shall be responsible for its own negligence and that of its officials, officers, employees, agents, representatives and servants.

Each Party to this IGA agrees to be responsible for the liabilities arising from the conduct of their own officers, officials, employees, agents, representatives and servants.

Article VI Force Majeure

City agrees that County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of County or other causes beyond County's control.

Article VII Entire Agreement and Amendments; Severability

- A. **Entire Agreement.** This IGA, together with all exhibits attached hereto, represents the sole and entire agreement between the Parties and supersedes all previous or prior agreements, understandings, representations or commitments between the Parties and their respective officials, officers, directors, contractors, employees and/or representatives regarding the subject matter, rights and remedies of this IGA. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the Parties or have been offered as an inducement for either Party to execute this document.
- B. **Recitals.** The Whereas clauses are incorporated into the terms and conditions of this IGA.
- C. **Amendments.** The IGA may be modified at any time by mutual written consent of County and City, as approved by the Parties' governing authorities, provided, however, that City may enter into additional agreements with County for the addition and or deletion of services.
- D. **Severability.** If a court of competent jurisdiction renders any provision of this IGA (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of

EXHIBIT A

the provision shall be severed and the remainder of the IGA will continue in full force and effect as if the invalid provision or portion of the provision were not a part of this IGA.

Article VIII Assignability

No party shall assign any obligation or benefit of this IGA without the written authorization of the governing authorities of all parties hereto. Contracts in which the County enter with third parties to perform or assist in the performance of duties under this IGA shall not be subject to this Article.

Article IX Notices

All notices and other communications required or permitted under this IGA shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid, to the addresses set forth below, and shall be deemed to be effective when received or refused. Either Party may change the address to which future notices or other communications shall be sent by notifying the other Party. Any such notice or communication shall be sent to:

If to City: Mayor Derek Easterling
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

With Copy to:

If to County: Public Safety Director
100 Cherokee Street
Marietta, Georgia 30090

With Copy to:
Cobb County Manager
100 Cherokee Street, Suite 300
Marietta, Georgia 30090

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

ARTICLE X County Personnel

County shall have sole responsibility for all personnel decisions related to County employees

providing services pursuant to this IGA.

ARTICLE XI Broad Preservation of Immunities

No provision of this IGA shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the Parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this IGA shall be construed to be a waiver of the Parties' sovereign immunity or any individual's qualified good faith or official immunities.

ARTICLE XII No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any of the Parties' elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to City or County in the event of any default or breach by the other Party or on any obligation under the terms of this IGA. The Parties agree that any remedy, claim, demand, or suit shall be directed and/or asserted only against the other Party and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

ARTICLE XIII Relationship of the Parties

The Parties do not intend that any provision of this IGA or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement. City acknowledges and agrees that County employees and contractors providing services under this IGA are not subject to direction or interference by City. Likewise, the County acknowledges and agrees that City employees and contractors providing services under this IGA are not subject to direction or interference by the County.

ARTICLE XIV Counterparts

This IGA 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.

[signatures on following page]

EXHIBIT A

IN WITNESS WHEREOF, the Parties acting by and through their duly authorized officials and officers, and pursuant to appropriate actions taken by each governing authority having read and understood the foregoing, do hereby set their hands and seals.

COBB COUNTY, GEORGIA

By: Lisa N. Cupid
Title: Chairwoman
Cobb County Board of Commissioners

Attest: _____
County Clerk

Date: _____

(COUNTY SEAL)

Approved as to form:

County Attorney's Office

CITY OF KENNESAW, GEORGIA

By: Derek Easterling
Title: Mayor
City of Kennesaw, Georgia

Attest: _____
City Clerk

Date: _____

(CITY SEAL)

Approved as to form:

City Attorney



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: December 1, 2025
TITLE: **Resolution: Intergovernmental Agreement for Cooperative Purchasing**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Cooperative Purchasing.

Summary:

To comply with Service Delivery Strategy (SDS) requirements, Cobb County and the City of Kennesaw are updating Intergovernmental Agreements for several County-provided services.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025- Cobb Cooperative Purchasing IGA
2. IGA Cooperative Purchasing Kennesaw 11.4.25

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY FOR COOPERATIVE
PURCHASING**

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

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes City and County to contract with one another for a period not exceeding fifty (50) years “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment”, provided that such contracts “deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

WHEREAS, in order to maintain a high level of responsiveness and efficiency for its citizens, the City of Kennesaw desires, when appropriate, to utilize Cobb County’s purchasing policy and applicable laws to obtain an appropriate lowest responsible bidder for City and County purchases; and

WHEREAS, during the term of the attached Intergovernmental Agreement (IGA), Cobb County is willing to provide such information and obligations to the City of Kennesaw on the terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the Intergovernmental Agreement with Cobb County, attached as Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of December 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN COBB COUNTY AND THE CITY OF KENNESAW FOR COOPERATIVE PURCHASING

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter “County”), and the CITY OF KENNESAW (“City”), a municipal corporation of the State of Georgia (hereinafter known as the “City”). The Effective Date of this IGA shall be the date that the last party hereto executes the same.

WITNESSETH:

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes City and County to contract with one another for a period not exceeding fifty (50) years “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment”, provided that such contracts “deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

WHEREAS, in order to maintain a high level of responsiveness and efficiency for its citizens, City desires, when appropriate, to utilize County’s purchasing policy and applicable laws to obtain an appropriate lowest responsible bidder for City and County purchases; and

WHEREAS, during the term of this IGA, County is willing to provide such information and obligations to City on the terms set forth herein; and

WHEREAS, City and County have duly authorized the execution of this IGA through appropriate approval by their respective governing bodies.

NOW, THEREFORE and in consideration of Ten Dollars and the mutual promises and covenant contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE I Purpose and Terms

- A. **Purpose.** The purpose of this IGA is to define the nature and scope of Cooperative Purchasing Services to City and to provide for the manner of payment for such services. The intent of this IGA is that the provision of services under this IGA shall not result in added cost to County, the unincorporated area taxpayers, or the residents of the other incorporated areas of County. All interpretations of this IGA shall be construed in light of this statement of intent.
- B. **Term.** The term of this IGA related to Cooperative Purchasing Services shall commence on Effective Date and continue for a period of ten (10) years. This IGA may be terminated prior to the termination date upon the mutual written agreement of both Parties. Either County or City may unilaterally terminate this IGA upon providing advance 30 days written notice to the other Party. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this IGA shall so survive.

C. Effect of Expiration or Termination. City agrees that upon expiration or termination of this IGA, unless otherwise agreed mutually by both Parties, all services provided by County shall be deemed complete, and any further Purchasing Services are the sole responsibility of City.

ARTICLE II City Requirements

City shall furnish to County, within ten (10) days of advertising of bids, the anticipated City requirements for proposed bid items. City authorizes County to include such City information and requirements in its bid proposals as necessary. Upon the request of County, City may be required to attend bid openings, bear costs and offer assistance in connection with the evaluation and processing of the bid documents. Following the determination of the appropriate lowest responsible bidder in accordance with County policies, City shall be authorized to make purchases pursuant to the terms of the applicable bid.

ARTICLE III County Obligations

Each year County shall furnish a list of annual bids that are subject to this Agreement and provide updates lists as new items are added throughout the year. Upon receipt of City's requirements for proposed bid items, County, as lead agency, shall cause a bid to be let in accordance with County's purchasing policy and applicable state and local laws. The decision to award or reject any bid shall be at County's sole discretion in accordance with applicable law. Following the determination of the appropriate lowest responsible bidder in accordance with County policies, County shall be authorized to make purchases pursuant to the terms of the applicable bid.

ARTICLE IV Default and Dispute Resolution

Any claim, controversy or dispute, related directly or indirectly to this IGA shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The Parties agree in good faith to participate in a mediation process if requested by the other Party with all costs of mediation to be borne equally between the Parties.

Article V Liability and Preservation of Immunities

County shall bear the responsibility and be liable for any act or omission, on the part of County's Contractors its officers, agents, employees, subcontractors and/or others working at the direction of County or on County's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that County and its respective governing body does not waive its sovereign immunity by entering into this IGA, and County retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

EXHIBIT A

City shall bear the responsibility and be liable for any act or omission, on the part of City, its officers, agents, employees, subcontractors and/or others working at the direction of City or on City's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that City and its respective governing body does not waive its sovereign immunity by entering into this IGA, and City retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

To the extent permitted by law, each Party shall be responsible for its own negligence and that of its officials, officers, employees, agents, representatives and servants.

Each Party to this IGA agrees to be responsible for the liabilities arising from the conduct of their own officers, officials, employees, agents, representatives and servants.

Article VI Warranty Exclusions

County, its affiliates, contractors, subcontractors, and suppliers make no warranties or representations of any kind or character, express, implied, statutory, or otherwise and specifically disclaim any warranty of merchantability or warranty of fitness for a particular purpose.

Article VII Force Majeure

City agrees that County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of County or other causes beyond County's control.

Article VIII Entire Agreement and Amendments; Severability

A. **Entire Agreement.** This IGA, together with all exhibits attached hereto, represents the sole and entire agreement between the Parties and supersedes all previous or prior agreements, understandings, representations or commitments between the Parties and their respective officials, officers, directors, contractors, employees and/or representatives regarding the subject matter, rights and remedies of this IGA. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the Parties or have been offered as an inducement for either Party to execute this document.

B. **Recitals.** The Whereas clauses are incorporated into the terms and conditions of this IGA.

EXHIBIT A

- C. **Amendments.** The IGA may be modified at any time by mutual written consent of County and City, as approved by the Parties’ governing authorities, provided, however, that City may enter into additional agreements with County for the addition and or deletion of services.
- D. **Severability.** If a court of competent jurisdiction renders any provision of this IGA (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of the IGA will continue in full force and effect as if the invalid provision or portion of the provision were not a part of this IGA.

**Article IX
Assignability**

No party shall assign any obligation or benefit of this IGA without the written authorization of the governing authorities of all parties hereto. Contracts in which the County enter with third parties to perform or assist in the performance of duties under this IGA shall not be subject to this Article.

**Article X
Notices**

All notices and other communications required or permitted under this IGA shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid, to the addresses set forth below, and shall be deemed to be effective when received or refused. Either Party may change the address to which future notices or other communications shall be sent by notifying the other Party. Any such notice or communication shall be sent to:

If to City: Mayor Derek Easterling
 City of Kennesaw
 2529 J.O. Stephenson Avenue
 Kennesaw, Georgia 30144

With Copy to:

If to County: Purchasing Director
 1150 Powder Springs Street, Suite 400
 Marietta, Georgia 30064

With Copy to:
 Cobb County Manager
 100 Cherokee Street, Suite 300
 Marietta, Georgia 30090

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating

the change.

ARTICLE XI County Personnel

County shall have sole responsibility for all personnel decisions related to County employees providing services pursuant to this IGA.

ARTICLE XII Broad Preservation of Immunities

No provision of this IGA shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the Parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this IGA shall be construed to be a waiver of the Parties' sovereign immunity or any individual's qualified good faith or official immunities.

ARTICLE XIII No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any of the Parties' elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to City or County in the event of any default or breach by the other Party or on any obligation under the terms of this Agreement. The Parties agree that any remedy, claim, demand, or suit shall be directed and/or asserted only against the other Party and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

ARTICLE XIV Relationship of the Parties

The Parties do not intend that any provision of this IGA or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement. City acknowledges and agrees that County employees and contractors providing services under this IGA are not subject to direction or interference by City. Likewise, the County acknowledges and agrees that City employees and contractors providing services under this IGA are not subject to direction or interference by the County.

ARTICLE XV Counterparts

This IGA 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.

EXHIBIT A

IN WITNESS WHEREOF, the Parties acting by and through their duly authorized officials and officers, and pursuant to appropriate actions taken by each governing authority having read and understood the foregoing, do hereby set their hands and seals.

COBB COUNTY, GEORGIA

By: Lisa N. Cupid
Title: Chairwoman
Cobb County Board of Commissioners

Attest: _____
County Clerk

Date: _____

(COUNTY SEAL)

Approved as to form:

County Attorney's Office

CITY OF KENNESAW, GEORGIA

By: Derek Easterling
Title: Mayor
City of Kennesaw, Georgia

Attest: _____
City Clerk

Date: _____

(CITY SEAL)

Approved as to form:

City Attorney



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: December 1, 2025
TITLE: **Cemetery Deed: III-55-G & H**
Authorization for the Mayor to sign a deed for cemetery lots purchased by Akanmu and Omotola Adebayo.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. Cemetery Deed: Adebayo

Deed Number: 2025-07

City of Kennesaw Cemetery Deed Cobb County, Georgia

This Indenture, made the 26 day of November, 2025 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
ADEBAYO, AKANMU	2025 JEBS COURT	KENNESAW, GA 30144
ADEBAYO, OMOTOLA	2025 JEBS COURT	KENNESAW, GA 30144

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of THREE THOUSAND DOLLARS AND 0 CENTS (\$3,000.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee burial rights in and to that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	55	G	\$1,500.00
III	55	H	\$1,500.00

To have and to hold the said premises to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said conveyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

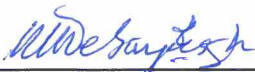
Kennesaw Code of Ordinances, Section 30-13, "Regulations and Non-Liability of City," states:

- (a) *The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.*
- (b) *There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.*

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 01 day of December, 2025.

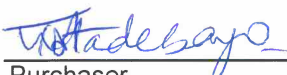
IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.



 Purchaser

 Mayor



 Purchaser

 City Clerk

Assignment of Burial Permit

Deed No. 2025-07

The undersigned hereby transfers and assigns the following burial space listed on the first sheet hereof, to the person or persons set forth opposite each space, and requests the Clerk of City of Kennesaw, located in **Cobb County** to accept and record the same in accordance with the rules and regulations of said Board.

Description

Burial Space(s):

Name

Date

Signature

Transfer approved and recorded, on _____

City Clerk



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: December 1, 2025
TITLE: **Crime Stats: October 2025**
Consideration to accept the October 2025 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. M&C Report October 2025 PPT ADA

October 2025 Crime Statistics



Group A Crimes	Oct 2025	Oct 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	3 (-4)	7	42 (+3)	39
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	3 (+0)	3	28 (-3)	31
DRUG/ NARCOTICS OFFENSES	27 (+1)	26	302 (-2)	304
EMBEZZLEMENT	0 (-1)	1	3 (+0)	3
EXTORTION	0 (-2)	2	9 (-9)	18
FORGERY	4 (+0)	4	17 (-2)	19
FRAUD OFFENSES	33 (+22)	11	161 (+33)	128
HOMICIDE OFFENSES	0 (+0)	0	0 (-3)	3
INTIMIDATION	12 (+3)	9	104 (+47)	57
KIDNAPPING	0 (-4)	4	10 (-6)	16
LARCENY/ THEFT OFFENSES	17 (+6)	11	142 (+25)	117
MOTOR VEHICLE THEFT	3 (-1)	4	28 (+3)	25
PORNOGRAPHY OBSCENE MATERIAL	1 (+1)	0	3 (-5)	8
ROBBERY	1 (+0)	1	5 (+2)	3
SEX OFFENSES	1 (-4)	5	26 (-7)	33
SIMPLE ASSAULT	14 (-17)	31	138 (-53)	191
STOLEN PROPERTY OFFENSES	1 (-2)	3	12 (-7)	19
VANDALISM	4 (-5)	9	58 (-9)	67
WEAPONS LAW VIOLATIONS	6 (-3)	9	45 (+6)	39
Totals	130	140	1134	1120

	Oct 2025	Oct 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	857 (+3)	854	7,728 (-3)	7,731
Self-Initiated Activity	1,492 (+214)	1,278	14,485 (+2,546)	11,939
Traffic Citations	708 (+115)	593	6,422 (+867)	5,555
Traffic Warnings*	880 (+248)	632	8,073 (+2,028)	6,045
Arrests**	79 (+20)	59	812 (+27)	785

	Oct 2025	Oct 2024	YTD 2025	YTD 2024
Auto Accidents	130 (-8)	138	1,064 (-15)	1079
Accident w/ Injury	8 (+0)	8	94 (+7)	87
Hit and Run	12 (-9)	21	130 (+8)	122
Hit and Run w/ Injury	1 (+1)	0	4 (-2)	6
Person Hit by Auto w/ Injury	1 (+1)	0	6 (+3)	3

* Warnings do not include verbal warnings
 Arrests do not include juvenile arrests

**



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: December 1, 2025

TITLE: Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None