



Authority Members

Mark Allen
Ian Coats
Lexie Newhouse
Nimesh Patel
Mary Jo Groeneveld
David Lyons
Leslie Patton

**Kennesaw Downtown Development Authority
Meeting Agenda
August 9, 2024 7:30 AM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

- 1. Call to Order / Roll Call**
- 2. Approval of the Meeting Minutes**
 - A. Draft meeting minutes - 7.12.24
 - B. Draft Executive Session minutes - 7.12.24
- 3. Financial Report**
 - A. KDDA Financial Report 7.31.24
- 4. Old Business**
 - A. Drinks at the Depot: event update discussion
 - B. First Friday Concerts logistics update
- 5. New Business**
 - A. Updated Intergovernmental Agreement & Property Use Agreement: 2840 S. Main Street
- 6. Main Street Program Updates**
 - A. Main Street Visioning Session Update
- 7. Public Comments**
- 8. Board Comments**
- 9. Economic Development Director Comments**
- 10. Executive Session**

- A. Pursuant to the provisions of O.C.G.A. 50-14-3, the KDDA 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 as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A. 50-14-3 (4) and/or real estate matters as provided under O.C.G.A. 50-14-3(6).

11. Adjourn

- A. NOTICE: Any person who desires to appeal any decision from this meeting will need a record of the proceedings, and for the purpose may need to insure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. The Agenda is designed to make more efficient use of the KDDA's time. It is not designed to curtail discussion or input. If you need special accommodations to attend or participate in our meetings, please contact City Hall at least 24 hours in advance of the specific meeting you are planning to attend.

MINUTES OF KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
July 12, 2024
7:30 AM

Present	Chair Mark Allen Vice Chair David Lyons Treasurer Leslie Patton Secretary Mary Jo Groeneveld Lexie Newhouse Ian Coats
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1. Call to Order / Roll Call

The meeting was called to order at 7:30 am by Chair, Mark Allen.

Members Present: Mark Allen, Ian Coats, David Lyons, Mary Jo Groeneveld, Lexie Newhouse, Leslie Patton

Staff Present: Luke Howe, Miranda Taylor, Fred Bentley, Jr.

2. Approval of the Meeting Minutes

A. Draft minutes 6.14.24 meeting

Draft minutes from the June 14 meeting were reviewed. David Lyons made a motion to approve the minutes as presented. The motion was seconded by Mary Jo Groeneveld. Motion passed unanimously.

3. Financial Report

A. Review of financial report as of 6.30.24

Leslie Patton presented the financial report as of June 30, 2024, with an ending cash balance of \$92,819.24. David Lyons made a motion to approve the financial report; the motion was seconded by Leslie Patton. Motion passed with a vote of 6-0.

B. Review of open invoices

There were no open invoices for review at this meeting; no action was required on this item.

4. Old Business

A. Drinks @ The Depot Festival Discussion - Event and Contract review

Mark Allen discussed the event with the board and advised that all the food truck spots are now filled. Mary Jo Groeneveld has secured several sponsors and vendors, including the stage sponsor. Mark will share the event logo and graphics with the board

as soon as they are available.

The board reviewed the draft event contract, with red-lined changes highlighted. Most changes are updating the document with current year, event name, and venue. Exhibit "A" will be updated to show a current aerial view of Depot Park, and event entrance and fencing locations will be added after Mark has a logistics walk-through with the vendor. The board updated item 3 on Exhibit "B" to state that a minimum of 100 beverage options will be available, and to request a pour list for review by September 1.

David Lyons made a motion to approve the contract with the red-lined changes. Ian Coats seconded the motion. The motion passed unanimously.

5. New Business

A. CBD Project Application: 3033 & 3045 Cherokee Street

This item was taken out of order following the Executive Session; discussion began at 7:43 am.

Darryl Simmons, Planning & Zoning Administrator, provided an overview of the project application for the parcels located at 3033 and 3045 Cherokee Street, and introduced the applicants: Jason Scheidt (Project Designer) and Jason Kisz (Developer for the project). Darryl noted that the application was heard by HPC in June and was approved based on the elements required for review by that board.

Jason Scheidt reviewed the project outline and business plan with the board. The concept is a mixed-use project with 2 retail/commercial spaces at the front (along Cherokee Street) and 31 for-sale residential units (with a mix of townhomes and stacked flat condos). The applicants acknowledged that this area is in a critical gateway area for downtown and as such they desire to activate the area to make a strong gateway statement. The proposed retail/commercial area will anchor the front corner of the development and include an outdoor plaza area. The board inquired about the project's timeline, and Mr. Scheidt and Mr. Kisz advised that the project would be built from back to front, but shared that they already have strong interest in the commercial opportunities and have no concerns about their viability. The board asked about the target prices for the residential units; the applicant advised that the stacked flats would be in the mid-300's and the townhomes are not expected to go over the 500's. The applicants stated that they have all of their plans completed and are ready to start/submit construction plans as soon as all CBD project approvals and zoning approvals are completed.

Darryl advised the board that one of the parcels currently has a residential zoning (not CBD) and that parcel is being rezoned to CBD on the same timeline as the CBD application being considered today. The older residential home also received a Certificate of Appropriateness for demolition from HPC in June.

Ian Coats made a motion to approve the CBD application as presented. Lexie Newhouse seconded the motion. The motion passed unanimously.

B. First Friday Amphitheater logistics

Board member David Lyons had requested that the board discuss upcoming First Friday concerts and the logistics of moving the concerts to the Amphitheater. Mark Allen advised the board that the leadership team of the Downtown Merchants Association (KDMA) will be meeting with City leadership on Monday to discuss this topic and therefore would have no information to share at today's KDDA meeting. Mark advised that he would provide the board with an update via email on the logistics for the remaining concerts following the KDMA/City meeting on Monday. There is no action required on this item today.

C. Review of grant application received by 1885 Grill

The board discussed the flex grant application submitted by 1885 Grill Kennesaw. This grant allocation was previously awarded to Bernardo's, but they closed before requesting the grant funds. At a previous meeting the board voted to invite 1885, the new owners/occupants in the former Bernardo's space, to apply for the unused grant funds. The board agreed that the project met the requirements of the grant guidelines. David Lyons made a motion to approve the grant application as submitted. Mary Jo Groeneveld seconded the motion. The motion passed unanimously, 6-0.

6. Main Street Program Updates

A. Review of Main Street assessment: standard #6

Miranda Taylor reviewed Standard #6 of the Main Street self-assessment tool with the board. Mark Allen reminded the board that he had challenged them to think about projects that KDDA could sponsor/implement in the downtown area to help support our Main Street efforts and asked that the board still consider bringing options to the group for discussion. This item was informational only, and no action was required at today's meeting.

7. Public Comments

No public comment.

8. Board Comments

David Lyons offered kudos to Mary Jo re: the farmers market and Drinks at the Depot sponsors and thanked her for the work on both. He also offered thanks to Lexie for the support that she and her fiancé, Donovan, provided to the market.

Mary Jo Groeneveld stated that she loves all the new development that we have reviewed and approved but is concerned about the traffic; does the city have a plan to address the added traffic? Staff reminded the board that the Cherokee Street widening project would be bid out and started later this year and that the Sardis Street extension/overpass is on the horizon. Both will help address traffic within and around the downtown.

9. Economic Development Director Comments

Luke Howe provided updates on the following projects/properties:

- Highpoint development on South Main Street (The Lacy) and a potential phase 2 of this project
- Commercial spaces adjacent to the South Main Highpoint development (currently named "The Station at South Main")
- Collier Building (North Main Street; former hardware store)
- Dale Hughes's Main Street parcels (formerly the By-Gone Treasures block)
- Cherkokee Street/East Park development (remaining parcels)

10. Executive Session

This item was taken out of order, following the Call to Order at 7:31 am.

Mary Jo Groeneveld made the following motion: That this Authority now enter into closed session as allowed by O.C.G.A. §50-14-3 and pursuant to advice by the City Attorney, for the purpose of discussing: legal. The motion was seconded by David Lyons. The motion passed with a vote of 6-0. The board entered closed session at 7:31 am.

The board exited closed session at 7:41 am. Mary Jo Groeneveld made the following motion: That this body, in open session, adopt a resolution authorizing and directing the presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratifies the actions of the KDDA taken in closed session and confirm that the subject matter(s) of the closed session were within exceptions permitted by the open meetings law. David Lyons seconded the motion. The motion passed with a vote of 6-0.

- A. Pursuant to the provisions of O.C.G.A. 50-14-3, the KDDA 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 as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A. 50-14-3 (4) and/or real estate matters as provided under O.C.G.A 50-14-3(6).

11. Adjourn

With no further business to discuss, Mary Jo Groeneveld made a motion to adjourn and was seconded by Lexie Newhouse. The motion passed unanimously. The meeting was adjourned at 8:48 am.

- A. NOTICE: Any person who desires to appeal any decision from this meeting will need a record of the proceedings, and for the purpose may need to insure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. The Agenda is designed to make more efficient use of the KDDA's time. It is not designed to curtail discussion or input. If you need special accommodations to attend or participate in our meetings, please contact City Hall at least 24 hours in advance of the specific meeting you are planning to attend.

Kennesaw Downtown Development Authority
Operating Cash Activity
For the Month Ended July 31, 2024

Beginning Cash	\$ 92,819.24
Cash Receipts:	
Interest Earned	74.94
Shopify	42.50
Main Street Burger Inc	<u>3,477.82</u>
Total Cash Receipts	<u>3,595.26</u>
Cash Disbursements:	
Bentley,Bentley&Bentley	<u>1,962.02</u>
Total Cash Disbursements	<u>1,962.02</u>
Ending Cash	<u><u>\$ 94,452.48</u></u>



City of Kennesaw

Income Statement

Account Summary

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 760 - KDDA FUND						
Revenue						
760-0000-34-756500-00000	FARMERS MARKET	3,000.00	3,000.00	42.50	1,022.50	1,977.50
760-0000-34-758000-00000	HOLIDAY MARKET	2,500.00	2,500.00	0.00	1,643.35	856.65
760-0000-34-758500-00000	BEER FESTIVAL REVENUE	2,500.00	2,500.00	0.00	500.00	2,000.00
760-0000-36-100000-00000	INTEREST REVENUES	1,200.00	1,200.00	0.00	688.81	511.19
760-0000-38-100700-00000	RENTS&ROYALTIES(BURGERFI) 2844 S. MAIN	40,518.00	40,518.00	3,477.82	34,778.20	5,739.80
760-0000-38-900000-00000	OTHER (MISCELLANEOUS REV)	25.00	25.00	0.00	853.85	-828.85
	Revenue Total:	49,743.00	49,743.00	3,520.32	39,486.71	10,256.29
Expense						
760-7550-52-121000-00000	LEGAL SERVICES	15,000.00	15,000.00	1,962.02	7,328.41	7,671.59
760-7550-52-125000-00000	OTHER PROFESSIONAL SERV	1,500.00	1,500.00	0.00	100.00	1,400.00
760-7550-52-127000-00000	DESIGN & GRAPHIC DESIGN	250.00	250.00	0.00	0.00	250.00
760-7550-52-231000-00000	RENTAL OF LAND & BUILDNG	8,400.00	8,400.00	700.00	7,700.00	700.00
760-7550-52-325000-00000	POSTAGE	100.00	100.00	0.00	0.00	100.00
760-7550-52-330000-00000	ADVERTISING	500.00	500.00	0.00	0.00	500.00
760-7550-52-350000-00000	TRAVEL	500.00	500.00	0.00	0.00	500.00
760-7550-52-363000-00000	MEETING EXPENSES	100.00	100.00	0.00	0.00	100.00
760-7550-52-371000-00000	PROFESSIONAL DEVELOPMENT	600.00	600.00	0.00	0.00	600.00
760-7550-52-395000-00000	MILEAGE REIMBURSEMENT	250.00	250.00	0.00	0.00	250.00
760-7550-52-550000-00000	DEVELOPMENT AUTH EXPENSES	15,000.00	15,000.00	0.00	7,381.30	7,618.70
760-7550-52-615000-00000	FARMERS MARKET	1,560.00	1,560.00	0.00	568.59	991.41
760-7550-52-615500-00000	HOLIDAY MARKET	2,500.00	2,500.00	0.00	750.00	1,750.00
760-7550-52-616600-00000	DOWNTOWN MERCH SHOP	0.00	0.00	65.12	130.30	-130.30
760-7550-53-119000-00000	OTHER MATERIAL & SUPPLY	0.00	0.00	0.00	420.22	-420.22
760-9000-61-611000-00000	WORKING CAPITAL RESERVE	3,483.00	3,483.00	0.00	0.00	3,483.00
	Expense Total:	49,743.00	49,743.00	2,727.14	24,378.82	25,364.18
Fund: 760 - KDDA FUND Surplus (Deficit):		0.00	0.00	793.18	15,107.89	
Total Surplus (Deficit):		0.00	0.00	793.18	15,107.89	

Income Statement

For Fiscal: 2023-2024 Period Ending: 07/31/2024

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 760 - KDDA FUND					
Revenue	49,743.00	49,743.00	3,520.32	39,486.71	10,256.29
Expense	49,743.00	49,743.00	2,727.14	24,378.82	25,364.18
Fund: 760 - KDDA FUND Surplus (Deficit):	0.00	0.00	793.18	15,107.89	-15,107.89
Total Surplus (Deficit):	0.00	0.00	793.18	15,107.89	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
760 - KDDA FUND	0.00	0.00	793.18	15,107.89	-15,107.89
Total Surplus (Deficit):	0.00	0.00	793.18	15,107.89	



City of Kennesaw

Balance Sheet

Account Summary

As Of 07/31/2024

Account	Name	Balance
Fund: 760 - KDDA FUND		
Assets		
760-0000-11-111200-00000	OPERATING ACCOUNT	94,452.48
760-0000-11-112100-00000	KDDA FACADE	3,655.42
760-0000-11-311100-00000	DUE FROM/TO GENERAL FUND	1,383.92
	Total Assets:	99,491.82
		99,491.82
Liability		
760-0000-12-110000-00000	ACCOUNTS PAYABLE	700.00
760-0000-12-260000-00000	DEPOSITS PAYABLE	3,000.00
	Total Liability:	3,700.00
Equity		
760-0000-13-120000-00000	ENCUMBRANCE	-7,865.28
760-0000-13-230000-00000	CONTRIB CAP-DEVELOPERS	2,500.00
760-0000-13-411500-00000	F/B RES FOR ENCUMBRANCES	7,865.28
760-0000-13-422000-00000	F/B UNRES-UNDESIGNATED	78,183.93
	Total Beginning Equity:	80,683.93
Total Revenue		39,486.71
Total Expense		24,378.82
Revenues Over/Under Expenses		15,107.89
	Total Equity and Current Surplus (Deficit):	95,791.82
	Total Liabilities, Equity and Current Surplus (Deficit):	99,491.82



Item Report

TO: The Kennesaw Downtown Development Authority
FROM:
DATE: August 9, 2024
TITLE: Drinks at the Depot: event update discussion

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Kennesaw Downtown Development Authority
FROM:
DATE: August 9, 2024
TITLE: First Friday Concerts logistics update

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Kennesaw Downtown Development Authority

FROM:

DATE: August 9, 2024

TITLE: Updated Intergovernmental Agreement & Property Use Agreement: 2840 S. Main Street

Summary:

The City currently has an Intergovernmental Agreement (IGA) with the KDDA regarding the parking lot and dumpster placement at 2840 S. Main Street (formerly Trackside, now 1885 Grill Kennesaw). The dumpster was used by Trackside and Bernie's. This IGA was approved as Resolution 2010-54. The owners of 1885 Grill and Bernie's Social Bar have asked that the City and KDDA update the IGA and Property Use Agreement to reflect the new ownership of the property at 2840 S. Main Street. The updated IGA states that the KDDA will provide the dumpster located onsite at 2840 S. Main Street, manage the contract with a private waste hauler, and will pass the charges for service on to the two restaurants using the dumpster. A fee schedule based on the KDDA's contract with a private waste hauler will determine the monthly fee for each restaurant using the dumpster. The updated IGA and Property Use Agreement have been submitted to legal for review.

Recommendation:

Fiscal Impact:

Attachments:

1. DRAFT-RES 2024-XX Olszeski-1885 InterGovernmentalAgreement-WorksessionClean
2. DRAFT-RES 2024-XX 1885-OlszeskiPropertyUseAgree ExC-WorkSessionClean1
3. Exhibit A- Legal Description-2840S.Main
4. Exhibit B- Permanent Site Location=2840S.Main

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-, 2024

**RESOLUTION APPROVING THE AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KENNESAW, GEORGIA AND THE KENNESAW
DOWNTOWN DEVELOPMENT AUTHORITY RELATED TO THE LEASE OF CITY
PROPERTY BY THE KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY**

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

WHEREAS, the City of Kennesaw ("City") and the Kennesaw Downtown Development Authority ("KDDA") entered into an Intergovernmental Agreement (Resolution 2010-54) related to City property located at 2820 South Main Street, Kennesaw, Georgia; and

WHEREAS, the Intergovernmental Agreement was amended to reflect new terms and parties and an amended Property Use Agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Kennesaw hereby approves the Amended Intergovernmental Agreement between the City and the KDDA related to property located at 2820 South Main Street, Kennesaw, Georgia.

BE IT FURTHER RESOLVED this hereby authorizes the Mayor to sign and execute the intergovernmental agreement with the Kennesaw Downtown Development Authority, attached.

PASSED AND ADOPTED by the Kennesaw City Council on this th day of, 2024.

ATTEST

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
KENNESAW, GEORGIA AND THE KENNESAW DOWNTOWN DEVELOPMENT
AUTHORITY RELATED TO THE LEASE OF CITY PROPERTY BY THE
KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into this _____ day of _____, 2024, by and between the City of Kennesaw, Georgia (“the City of Kennesaw”) and the Kennesaw Downtown Development Authority (“KDDA”).

WITNESSETH:

WHEREAS, the KDDA was created to promote the revitalization and redevelopment of the central business districts within the City of Kennesaw and to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce, all as more fully and particularly described in the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.* as amended from time to time);

WHEREAS, the City of Kennesaw is the owner of a property located in Land Lot 138 of the 20th District, 2nd Section, Kennesaw, Cobb County, Georgia, known as 2820 South Main Street, Kennesaw, Georgia and more fully described in Exhibit “A,” attached hereto and incorporated by reference (the “Property”);

WHEREAS, the Property was acquired from the State of Georgia, acting by and through the State Properties Commission, a public body in the Executive Branch of the State government of Georgia on November 4, 2005, said conveyance deed is recorded in Deed Book 14253, Page 2134, Cobb County, Georgia public records;

WHEREAS, said deed details restrictions in the event the State of Georgia determines that the Property is necessary for railroad purposes and, in such an event, the City of Kennesaw agrees to convey all or a sufficient portion of the Property;

WHEREAS, the KDDA is desirous of leasing, in the interests of promoting industry and commercial development and to serve and benefit the public, a portion of the Property for the permanent placement of a dumpster for trash collection facilities for its routine use and special events usage and for the joint use by 1885 Grill Kennesaw and Olszeski and Associates, LLC, (the “Permanent Site,” attached hereto as Exhibits “B”;

WHEREAS, the City of Kennesaw acknowledges that the goals and purposes of the KDDA as it relates to the lease of a portion of 2820 South Main Street, Kennesaw, Georgia is a public purpose and will be of benefit to the City of Kennesaw;

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, City of Kennesaw and the KDDA are authorized to enter into intergovernmental agreements.

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

1. Lease of the Sites by the KDDA

(a) The City of Kennesaw agrees to a fifty (50) year lease of the Permanent Site to the KDDA, commencing upon the approval and execution of this Agreement, so long as the Permanent Site is used for public purposes. There shall be no charge to the KDDA.

(b) The term of such lease may be terminated by the City of Kennesaw in the event the underlying deed restrictions are exercised and either Site is affected.

(c) As consideration for such use of the Property, the KDDA agrees that the City of Kennesaw may elect to use the dumpsters to be located on the Permanent and Temporary Sites for routine use as well as special event usage, at no cost to the City of Kennesaw.

(d) As agreed upon by the KDDA, 1885 Grill Kennesaw, and Olszeski and Associates, LLC, the dumpster shall be provided by KDDA, , and shall comply with the Kennesaw Code of Ordinances, Appendix A-Zoning, Section 802.09 and the Historic Preservation Design Guidelines for Downtown. A copy of the agreement between the KDDA and Olszeski is attached hereto as Exhibit "C."

(e)

2. Further Cooperation.

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

3. Construction of Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, with the sole and exclusive venue for the resolution of any dispute arising out of or related to this Agreement being in the State and/or Superior Court of Cobb County, Georgia. If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication shall in no manner or way affect the other sentences, phrases, provisions, portions or clauses hereof, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

4. Entire Agreement.

This Agreement constitutes the entire agreement between these Parties and supersedes all prior agreements regarding the subject matter, whether any such prior agreements are written or oral.

5. Execution

This Agreement may be executed in any number of copies and each copy signed shall constitute an original. Any Party transmitting its signature by facsimile shall be deemed to have accepted and adopted such facsimile signature as such Party's original signature and that same is

sufficient to bind such Party to this Agreement as if such Party's original handwritten signature is attached hereto. This Agreement may be amended or modified only by a written instrument signed by all Parties.

6 Authority.

The Parties hereto hereby affirmatively represent that each such Party has authority to enter into this Agreement and that this Agreement has been properly and duly approved by each respective Party.

7. Headings.

The descriptive headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Time of Essence.

Time is of the essence of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this day and year first above written.

APPROVED AS TO FORM:

City Attorney

CITY OF KENNESAW, GEORGIA

By: _____

Title: _____

Attest: _____
City Clerk

Unofficial Witness

Sworn to and Subscribed before me
this the ____ day of _____, 2024.

Notary

(SEAL)

**KENNESAW DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____
Mark Allen

Title: Chairperson

Attest: _____

Unofficial Witness

Sworn to and Subscribed before me
this the ____ day of _____, 2024.

Notary
(SEAL)

EXHIBIT A
CITY OF KENNESAW PROPERTY DESCRIPTION

EXHIBIT B
PERMANENT SITE DRAWING

EXHIBIT C
PROPERTY USE AGREEMENT BETWEEN 1885 GRILL KENNESAW, OLSZESKI &
ASSOCIATES, LLC AND KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the “Agreement”), dated the _____ day of _____, 2024, is hereby executed by and between 1885 GRILL KENNESAW located at 2840 South Main Street, Kennesaw, Georgia 30144, (“1885 Grill”), OLSZESKI & ASSOCIATES, LLC located at 2825 South Main Street, Kennesaw, Georgia 30144 (“Olszeski”) and the KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 (the “KDDA”) as follows:

Recitals

WHEREAS, 1885 Grill is the owner in fee simple of a tract of land in Land Lot 138 of the 20th District, 2nd Section, Kennesaw, Cobb County, Georgia and more fully described in Exhibit “A,” attached hereto and incorporated by reference (the “1885 Grill Property”);

WHEREAS, 1885 Grill owns and operates the 1885Grill Kennesaw on the 1885 Grill Property, and Olszeski owns and operates Bernie’s Social Bar located at 2825 South Main Street;

WHEREAS, the KDDA is the lessee of a site located in Land Lot 138 of the 20th District, 2nd Section, Kennesaw, Cobb County, Georgia and more fully described in Exhibit “B” attached hereto and incorporated by reference (the “Permanent Site”);

WHEREAS, to serve and benefit the public, the KDDA has agreed to allow the Permanent Site to be used for the placement of a dumpster for trash collection for its routine use and for special event usage and to share such use with 1885 Grill and Olszeski; and

WHEREAS, the parties agree that the shared use of the dumpster serves the general public;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the KDDA, 1885 Grill, and Olszeski agree as follows:

Terms and Conditions

Section 1. Recitals.

The parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Use of Property Authorized.

(a) The KDDA authorizes 1885 Grill and Olszeski to jointly use the dumpster placed on the Permanent Site. The duration of such use by 1885 Grill and Olszeski may be terminated by the KDDA in the event the underlying deed restrictions are exercised and the Permanent Site is affected.

(b) The dumpster shall be provided by KDDA subject to the provisions detailed in Section 2 (b) above, and shall comply with the Kennesaw Code of Ordinances, Appendix A-Zoning, Section 802.09 and the Historic Preservation Design Guidelines for Downtown.

(c) KDDA shall enter into a contract with a private waste hauler for commercial dumpster service. 1885 Grill and Olszeski shall pay a monthly dumpster use fee to the KDDA as outlined by the fee schedule shown in Exhibit "C", attached hereto and incorporated by reference ("Dumpster Fee").

(c) As consideration for providing the dumpster and use of the Permanent Site, 1885 Kennesaw, Olszeski and the KDDA agree to a shared use of the dumpster. The dumpster shall be available for routine use by KDDA, 1885 Grill, and Bernie's Social Bar. In the event the KDDA elects to use the dumpster for special events, the KDDA shall notify 1885 Kennesaw and Olszeski at least forty-eight (48) hours prior to such use and arrange for additional pickup at no cost to 1885 Kennesaw or Olszeski in order that the 1885 Grill and Bernie's Social Bar are able to continue use of the dumpster without interruption of its normal daily needs.

Section 5. Indemnification and Protection from Hazardous Uses.

1885 Grill and Olszeski hereby releases and agrees to hold harmless, indemnify and defend the KDDA, the City and its elected officials, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, during the time of 1885 Grill and Olszeski's use, unless due to the sole negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA, RCRA and other federal, state or local toxic or hazardous substances or waste statutes, regulations, or requirements by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property during the time of 1885 Grill and Olszeski's use; and (3) the presence or release in, on, from, or about the Property, during the time of 1885 Grill and Olszeski's use, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any state, federal or local law, regulation, or requirement, as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties.

Section 5. Condition of Property.

In the event this Agreement is terminated, the KDDA has the right to retain the dumpster enclosure or to restore the same to its original state as much as is practicable. The decision shall be made at the time of termination and shall be in the sole discretion of the KDDA.

Section 6. The City's Remedies.

If the KDDA determines that a violation of the terms of this Agreement has occurred or is threatened, the KDDA shall have the option of giving written notice to 1885 Grill and Olszeski and give them a reasonable time for correction, if necessary. This option shall not preclude the KDDA's right to seek judicial enforcement of the Agreement and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement.

Section 7. Transferability.

This Agreement is transferable only with the KDDA's prior written approval, which such approval shall not be unreasonably withheld.

Section 8. Insurance.

1885 Kennsaw and Olszeski shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities on the Site with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by KDDA, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. KDDA and the City of Kennesaw shall be listed as an additional insureds on such policy or policies of comprehensive general liability insurance, and Olszeski shall provide KDDA with current Certificates of Insurance evidencing Olszeski's compliance with this Paragraph.

Section 9. Authority to Bind

The signatories below hereby affirmatively represent that they have proper authority to bind the parties hereto and enter into this Agreement and that this Agreement has been properly and duly approved by each respective party hereto.

Section 10. Further Cooperation

1885 Grill, Olszeski and the KDDA agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Section 11. No Waiver

The failure of any of the parties hereto to require performance of any provision of this Agreement shall in no way affect the full right of any party to require such performance at any time thereafter. The waiver by any party hereto of a breach of any provision in this Agreement by any party shall not operate or be construed as a waiver by the other party of any subsequent breach, nor constitute a waiver of this provision itself.

Section 12. Entire Agreement.

This Agreement sets forth the entire agreement of the parties with respect to the Site use and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Agreement, all of which are merged herein.

Section 13. Construction of Settlement Agreement

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, with the sole and exclusive venue for the resolution of any dispute arising out of or related to this Agreement being in the State and/or Superior Court of Cobb County, Georgia. If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication shall in no manner or way affect the other sentences, phrases, provisions, portions or clauses hereof, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

Section 14. Headings

The descriptive headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute but one instrument.

THE UNDERSIGNED PARTIES HAVE READ THE FOREGOING AGREEMENT AND SIGN IT VOLUNTARILY.

OLSZESKI & ASSOCIATES, LLC

**KENNESAW DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____
Brett Olszeski
Title: Managing Member

By: _____
Mark Allen
Title: Chairman

1885 GRILL KENNESAW

By: _____
Mike Schroeder
Title: Owner

Attest: _____

DRAFT

EXHIBIT "A"
1885 GRILL PROPERTY LEGAL DESCRIPTION

DRAFT

EXHIBIT "B"
THE PERMENANT SITE LOCATION

DRAFT

EXHIBIT "C"
DUMPSTER USE FEE SCHEDULE

DRAFT

EXHIBIT "A"

Legal Description

All that tract of land situate, lying and being in the City of Kennesaw, Cobb County, Georgia, containing approximately of an acre of real property, lying and being in Land Lot(s) 138 of the 20th Land District, 2nd Section, Kennesaw, Cobb County, Georgia, shown marked in hash marks on a drawing entitled "Proposed Release of Lease 2.73+/- AC in Kennesaw Ga" (drawn on Western and Atlantic Railroad's Valuation Map V302/12), prepared for CSX Transportation, Inc., dated December 11, 2002, a copy of which is on file at the offices of the State Properties Commission. Said drawing being Exhibit "A-4" to that certain Deed of Quitclaim and Release from CSX Transportation, Inc. to the State of Georgia, dated January 27, 2003, recorded May 27, 2003, in State Properties Commission RPR 009844, incorporated herein by reference, and being more particularly described therein or as follows.

Tract I

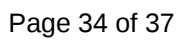
Beginning at a point formed by the intersection of the centerline of Cherokee Street (a 40 foot right of way) and the easterly line of the railroad right of way, as shown on plat of survey for City of Kennesaw prepared by Thomas E. Williams, Georgia Registered Surveyor; running thence southeasterly along the easterly and northeasterly line of the railroad right of way, and following the curvature thereof, 625.0 feet to a point; running thence North 01 degree 15 minutes West 686.11 feet to a point; running thence North 87 degrees 45 minutes West 185.85 feet to a point on the easterly line of the railroad right of way; running thence southerly along the easterly line of said railroad right of way and following the curvature thereof 105.30 feet to a point at the centerline of Cherokee Street, said point being the point of beginning, less and except that portion of the above described tract lying within the right of way of Cherokee Street.

Tract II

Beginning at a point formed by the intersection of the easterly right of way line of Main Street (also known as Old U.S. 41 Highway, Dixie Highway) and the northwesterly side of a 20 foot alley, running thence northerly along the easterly right of way line of Main Street 200 feet to a point; running thence easterly 138.3 feet to a point on the westerly line of the railroad right of way; running thence southerly along the westerly line of the railroad right of way 190 feet more or less to a point on the northwesterly side of a 20 foot alley; running thence southwesterly along the northwesterly side of said alley 215 feet to the easterly right of way line of Main Street and the point of beginning.

010139

29143
Project Number



Main Street Visioning Session Outline

Purpose:

- A public meeting to give downtown stakeholders, merchants, residents, and patrons an opportunity to participate in creating the vision for downtown.
- To gain feedback to include in strategic planning for downtown programming and operations.

Time/Location:

- Offer two sessions to give more people an opportunity to participate: one morning (10 am) and one evening (6pm) session
 - o Each session will have 90 minutes of programming (presentation and table exercises) with 30 minutes of staff availability for 1:1 follow-up/questions at the end
- Session date needs to be announced at least 30 days in advance to ensure adequate public notice
 - o September 17/19
 - o September 25/26
- Location: Ben Robertson Community Center; banquet hall or large meeting room

Target Audience/Invitees:

- Mayor & Council
- KDDA members
- KDMA members/downtown merchants
- Downtown churches
 - o Kennesaw First Baptist
 - o Sardis Baptist
 - o 7th Day Adventist
- Downtown Residents
 - o Enclave
 - o Landings @ Summers St
 - o Park @ Main
 - o Revival
 - o Pritchard Park
- Parks & Rec Program Patrons/Recreation Center Members
- KDA/URA/HPC Members

- Piedmont Bank
- Media (work with Communications to distribute)
- *Collect contact information for each attendee at sign-in and share a copy of the final report with each person who attended, with a note thanking them for their participation.

Agenda Topics

- Topics to be covered either as part of a presentation or as part of a tabletop exercise; Main Street Four Points area of concentration is noted in parentheses
 - o Main Street program overview (organization)
 - o Public Art (design/economic development)
 - o Downtown Events (promotion)
 - o Communication/Website (promotion/organization)
 - o Beautification (design)
 - o Promotion/Marketing (promotion)
 - o Downtown Merchant Feedback
 - Business Development/Support (economic development)
 - Grant opportunities (economic development)
 - Merchant Association feedback (organization)
 - o Meet the Board - KDDA (organization)

Session Outline/Timeline

Timing	Topic	Technology/Needs
20 mins	Arrival; Networking & Refreshments	Sign-in station (w/staff); Laptop w/PPT; Welcome slide on screen; refreshment table; trash cans
5 min	Introductions: Staff/KDDA members	Slide presentation; chairs for participants
20 min	Overview presentation: • What is the Main Street Program • “Meet the board” – more info on KDDA and what they do • Downtown Events • Downtown Website/Social Media • Public Art	Slide presentation; Podium w/ microphone (if in the banquet hall)

40 min	Breakout to Feedback Stations • Instructions for feedback stations (which topics are available, what to do at each station, introduce staff manning the stations) • Release participants to visit stations at their own pace • Stations available: - o Public Art - o Downtown events - o Communication/Website - o Beautification - o Promotion/Marketing - o Business Development/Support	Slide with feedback station outline & instructions; table for each feedback topic; flip chart/post its /markers/dots/etc. at each station. Staff member at each station to assist with questions. Background music? (to fill the void of silence)
5 min	Closing remarks/Thank you	Closing slide & contact information
30 min	• Staff (Miranda) available to answer questions 1:1 if necessary (other staff & board members can be released) • Encourage participants to continue at feedback stations if they still need to wrap up any thoughts	N/A

Room Layout

