

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

City Council Work Session**Meeting Agenda**

January 13, 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**
6. **Old Business**
7. **New Business**
 - A. **Resolution: Purchase of Former Kennesaw Public Library Building**
Consideration for approval of a Resolution authorizing the purchase of property located at 2250 Lewis Street, Kennesaw, Georgia 30144.
 - B. **Resolution: Engineering Services**
Consideration for approval of a Resolution authorizing the professional services agreement with Patterson & Dewar Engineering for on-call engineering and related services.
 - C. **Resolution: Statewide Mutual Aid Agreement**
Consideration for approval of a Resolution authorizing city representatives to coordinate county and statewide aid for natural and man-made disasters.
8. **Committee and Board Reports**
9. **Public Hearing(s)**
 - A. **Ordinance: Building Fee Amendments**

Consideration for approval of an Ordinance to amend Chapter 18, Section 18-72 of the Kennesaw Code of Ordinances regarding building fees.

B. Ordinance: Rezoning Request for 2112 & 2114 Old 41 Highway, 1620 North Roberts Road

Consideration for approval of an ordinance authorizing a rezoning request submitted by Fabric Housing Acquisitions, LLC for the property located at 2112 & 2114 Old 41 Hwy, and 1620 N. Roberts Rd (20017501190, 20017501210, 20017500210, 20017400080). Case #RZ2024-04

10. Consent Agenda

A. Minutes: January 6, 2025 Regular Meeting

Approval of January 6, 2025, City Council regular meeting minutes.

11. General and Administrative

A. Discussion: House Bill (HB) 581 Local Opt-out Floating Homestead Exemption

Continued discussion of HB 581 Statewide Floating Homestead Exemption and FLOST.

12. Public Safety

A. Crime Statistics: December 2024

Consideration to accept the December 2024 Crime Statistics.

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

16. Community Development

A. Central Business District Project Application: 3059 Cherokee Street

Consideration to review a CBD project application request for a mixed-use development on the parcel located at 3059 Cherokee Street (Parcel 20012900940). Case#CBD2024-03.

B. Resolution: Updated Master Fee Schedule

Consideration for approval of a Resolution to update fees on the Master Fee Schedule, reflecting changes to fees associated with Building Services and Planning and Zoning.

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. 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.

20. Council Reports & Discussions

21. 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.

22. Adjourn



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: January 13, 2025
TITLE: **Resolution: Purchase of Former Kennesaw Public Library Building**
Consideration for approval of a Resolution authorizing the purchase of property located at 2250 Lewis Street, Kennesaw, Georgia 30144.

Summary:

The City of Kennesaw would like to purchase the former Kennesaw Public Library property located at 2250 Lewis Street, Kennesaw, Ga 30144 from Cobb County, Ga. The property will be used for the future growth and development of Downtown Kennesaw.

Recommendation:

The City Manager recommends approval of the resolution and purchase agreement.

Fiscal Impact:

Purchase price: \$470,000

Attachments:

1. RES 2025 - Purchase of Library Building
2. Library Building - Purchase Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__, 2025

**RESOLUTION TO APPROVE PURCHASE OF THE PROPERTY FORMERLY
KNOWN AS THE KENNESAW PUBLIC LIBRARY LOCATED AT 2250 LEWIS
STREET, KENNESAW, GEORGIA 30144**

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

WHEREAS, The City of Kennesaw seeks to acquire the property formerly known as the Kennesaw Public Library, located at 2250 Lewis Street for the purpose of promoting the future growth and development of Downtown Kennesaw; and

WHEREAS, the City has negotiated the purchase of the property for the price of four hundred seventy thousand dollars (\$470,000.00) from the current property owner and seller, Cobb County, Georgia.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves the purchase of the property and authorizes the Mayor to sign the necessary documents to complete the purchase.

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

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered on the Effective Date by and between **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Seller**") and the **CITY OF KENNESAW**, a municipal corporation of the State of Georgia (hereinafter referred to as "**Purchaser**"), each party individually referred to as Party ("**Party**") or collectively referred to as the Parties ("**Parties**"). The Effective Date shall be the date the last Party signs this Agreement ("**Effective Date**").

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual agreements and covenants contained herein and other good and valuable consideration from Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. SALE OF PROPERTY.

1.1 Description of the Property. Upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the property commonly known as **2250 Lewis Street, Kennesaw, Georgia 30144**, which is more particularly described on Exhibit "A" attached hereto and made a part hereof, and being all of the following described property (collectively, the "**Property**"):

(a) The real property located in Cobb County, Georgia which is described on Exhibit "A" attached hereto, together with all rights and appurtenances pertaining to such real property, including, without limitation, any and all right, title, and interest of Seller in and to adjacent road, alleys, easements, streets and ways (the "**Land**");

(b) All improvements, structures and fixtures placed, constructed or installed on the Land (the "**Improvements**");

(c) All (i) mechanical systems and related equipment attached to the Improvements or located upon the Land, including, but not limited to, electrical systems, plumbing systems, heating systems, air conditioning systems, security, alarm and/or entry systems, (ii) carpets, drapes, and blinds owned by Seller and comprising a part of, or attached to, or located upon, or used in connection with, the Improvements, (iii) other machinery, equipment, fixtures, if any on site, and (iv) all utilities, waste water capacity and related utility rights;

(d) Seller's interest in all warranties, guaranties and bonds relating to the Land, and the Improvements, to the extent the same are assignable without cost to Seller;

(e) All site plans, surveys, plans and specifications, floor plans, brochures, and tenant histories in Seller's actual possession for the Property and which relate to the Land and the Improvements, if they exist.

2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be **FOUR HUNDRED SEVENTY THOUSAND DOLLARS AND NO/100THS (\$470,000.00)**.

2.2 Payment. At Closing, Purchaser shall pay the Purchase Price to Seller via wire transfer in immediately available funds.

2.3 Earnest Money. Purchaser shall, within five (5) business days of the Effective Date of this Agreement, deposit the sum of Ten Thousand Dollars (\$10,000.00) ("**Earnest Money**") with the law firm of Gregory Doyle Calhoun & Rogers, P.C. ("**Escrow Agent**") to be held by Escrow Agent in a non-interest-bearing account. The Earnest Money shall be held and delivered by Escrow Agent in accordance with the provisions of this Agreement and shall be applied to the Purchase Price at Closing. All Earnest Money shall be non-refundable to Purchaser upon expiration of the Due Diligence Period, except in the event of a default by Seller or in the event Purchaser terminates this Agreement as a result of a Changed Condition in strict accordance with the terms of Section 5.2 herein.

3. DUE DILIGENCE.

3.1 Due Diligence Period. Commencing on the Effective Date and continuing until the date which is Ninety (90) days after the Effective Date of this Agreement (such ninety (90) day period being called the "**Due Diligence Period**"), Purchaser, its agents or representatives, at Purchaser's expense and at reasonable times during normal business hours and upon twenty four hour prior notice, shall have the right to enter upon the Property for inspection purposes as set forth in Section 3.3 below.

3.2 Other information. Within five (5) business days after the Effective Date, at Seller's sole cost and expense, Seller shall make available to Purchaser any books, records, leasing files, contracts, agreements and other instruments related to the Property, to the extent the same are in Seller's possession or control (collectively, the "**Property Information**").

Seller does not represent or warrant, and is not responsible for, the accuracy, correctness, validity, completeness or currency of any environmental report, survey, plans and specifications, title commitment or other document, writing or other matter prepared by any third party and delivered or furnished to Purchaser, or which Purchaser examined or copied from Seller's records or files, or which Purchaser otherwise obtained. The Property Information and all other information, other than matters of public record, furnished to, or obtained through inspection of the Property by Purchaser or its affiliates, lenders, employees, advisors, representatives or agents (collectively "**Representatives**") relating to the Property, will be treated by Purchaser and its Representatives as confidential through the date of Closing, except as such documents are governed by the Georgia Open Records Act. Purchaser shall promptly return all Property Information to Seller if Closing does not occur.

3.3 Inspections:

3.3(a) Purchaser may, during the Due Diligence Period, personally, or through others, make such inspections, tests and investigations of the Property and such examinations of the books, records, leasing files, contracts, agreements and other instruments of Seller relating to the Property, which are in the actual possession of Seller, as Purchaser deems necessary or advisable (the “**Inspections**”). For purposes of the inspections, tests and investigations contemplated by this Section 3.3, Seller shall give those persons inspecting the Property at Purchaser's request reasonable access to the Property during normal business hours and after at least one (1) business day's prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser, or a representative of Purchaser, on the Property. The cost of the inspections, tests and investigations undertaken by Purchaser pursuant to this Section 3.3 shall be borne solely by Purchaser. The right of access to the Property granted hereby shall in no way be construed as giving Purchaser possession of or any legal or suitable title to the Property prior to the Closing. After any such entry or inspection, Purchaser shall promptly restore the Property to its prior condition, if its condition was changed by such entry or inspection.

3.4 Environmental Assessment: The inspections under Section 3.4 may include a non-invasive, complete Phase I environmental inspection of the Property (a “**Phase I**”) at Purchaser's expense, but no Phase II environmental inspection or other invasive inspection or sampling of soil or materials, including, without limitation, construction materials, shall be performed without the prior written consent of Seller, which may be withheld in Seller's reasonable discretion, and if consented to by Seller, the proposed scope of work and the party who will perform the work shall be subject to Seller's review and approval. If requested by Seller, Purchaser shall deliver to Seller copies of any Phase II or other environmental report to which Seller consents as provided above. Seller's consent shall not be required with respect to a customary and reasonable Phase I environmental audit and code compliance review of the Property except for any face-to-face meetings, at which Seller shall be given at least two (2) days prior notice and an opportunity to be present at any such meeting.

3.5 Termination of Agreement: If, on or prior to expiration of the Due Diligence Period, Purchaser finds the Property unsuitable for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by written notice to Seller on or before the expiration of the Due Diligence Period. Upon such timely termination, the Escrow Agent shall return the Earnest Money to Purchaser. Upon any termination of this Agreement by Purchaser pursuant to the terms of this Agreement, the Parties shall have no further obligations, rights, or duties under this Agreement, except as otherwise provided herein.

4. TITLE; SURVEY.

4.1 Title. Seller agrees to convey to Purchaser at Closing by Limited Warranty Deed title to the Property, subject only to the Permitted Title Exceptions. No later than forty (40) days prior to the expiration of the Due Diligence Period, Purchaser shall cause the law firm of Gregory Doyle Calhoun & Rogers, P.C to issue and deliver to Purchaser a current title commitment (the “**Title Commitment**”) for an Owner's Title Policy, showing the state of the title to the Property

which would appear in an Owner's Title Policy, if issued, accompanied by true, correct and legible copies of all recorded instruments affecting title to the Property, and committing to issue such Owner's Title Policy to Purchaser in the full amount of the Purchase Price. No later than thirty (30) days prior to the expiration of the Due Diligence Period (the "**Title Review Period**"), Purchaser may advise Seller in writing as to what exceptions, if any, shown on the Title Commitment or matters shown on the Survey, if obtained by Purchaser, are not acceptable to Purchaser (the "**Objections**"). Any matters shown or disclosed on the Title Commitment or the Survey to which Purchaser does not object in writing prior to expiration of the Title Review Period other than Monetary Liens (hereinafter defined) shall be Permitted Exceptions. Seller shall have five (5) business days after receipt of Purchaser's Objections to give Purchaser notice that (a) Seller will remove any Objections from title or cure any Objections related to survey matters (or afford the Title Company the necessary information or certifications to permit it to insure over such exceptions), at Seller's cost (provided that Seller shall have no obligation to cure or remove any Objections (or incur any cost to do so) except the Monetary Liens (defined below)), or (b) Seller elects not to cause such Objections to be removed or insured over or cured. If Seller so notifies that Seller will not cure, remove or cause the Title Company to insure over any or all of the Objections, Purchaser shall, prior to the expiration of the Due Diligence Period, determine whether (i) to proceed with the purchase and take the Property subject to such Objections (in which event the uncured Objections shall be Permitted Exceptions) or (ii) to terminate this Agreement in its entirety, and if so terminated, the Earnest Money shall promptly be refunded to Purchaser, and all rights and obligations of the parties under this Agreement shall expire except for obligations that expressly survive termination. Purchaser's failure to give Seller notice shall be deemed to be an election by Purchaser under clause (i). "**Permitted Exceptions**" shall mean: all title exceptions shown in the Title Report, all items shown on the final, updated Survey, zoning ordinances and regulations and other laws or regulations governing use or enjoyment of the Property; matters affecting title created by or with the consent of Purchaser; exceptions for easements, utility facilities, declarations and covenants affecting the Property or Improvements, liens to secure taxes and assessments not yet due and payable; provided that Permitted Exceptions shall not include, and Seller shall remove at Seller's sole cost and expense on or prior to the Closing Date, any liens for monetary obligations incurred by Seller. After the Effective Date, Seller agrees not to grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment, encumbrance, or other matter materially or adversely affecting title to the Property or any portion or portions thereof except as agreed to by Purchase in writing, which such agreement shall not be unreasonably withheld.

4.2 Survey. No later than forty (40) days prior to the expiration of the Due Diligence Period, Purchaser, at Purchaser's sole cost and expense, may obtain a current or updated as-built survey of the Land and the Improvements (the "**Survey**") prepared and certified by a duly licensed engineer or land surveyor acceptable to Purchaser.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows (which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date):

(a) Seller owns a fee simple interest in the Property and at Closing will convey or cause to be conveyed to Purchaser marketable fee simple title to the Property subject only to the Permitted Exceptions, in accordance with Section 4.1 hereof.

(b) Seller is a political subdivision of the State of Georgia and is authorized to transact business in the State of Georgia. The execution and delivery of, and Seller's performance under, this Agreement are within Seller's powers and authorized following approval by the Cobb County Board of Commissioners at a regular public meeting. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

(c) To the knowledge of Seller, there are no existing or pending litigation actions, or claims, with respect to any aspect of the Property nor have any such actions, suits, proceedings or claims been threatened or asserted.

(d) Seller has not received written notice of, nor are there, to the knowledge of Seller, any facts or circumstances which could give rise to any pending liens or special assessments against any of the Property by any governmental authority.

(e) To the knowledge of Seller, no tenant or other occupant and no other person, firm, corporation or other entity has any right or option to acquire the Property, or any part thereof, from Seller.

(f) To Seller's knowledge, Seller has not received, with respect to the Property, any written notice from any insurance company, governmental agency or any other party of (i) any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or increase its cost, (ii) any violation of any restrictive covenant or deed restriction affecting the Property and any building codes and/or zoning ordinances or other Governmental Requirements (as defined in Section 13.1 (b) hereof), (iii) any pending or threatened condemnation proceedings, and (iv) any proceedings that could or would cause the change, redefinition, or other modification of the zoning classification, or of other legal requirements, applicable to the Property or any part thereof.

(g) To Seller's knowledge, there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory liens against any of the Property which will not be paid by Seller at the Closing, or for which Purchaser will be responsible.

(h) To the knowledge of Seller, without inquiry, the Property is in compliance with all restrictive covenants and deed restrictions affecting the Property.

(i) To Seller's knowledge, all water, sewer, electric, natural gas, telephone, drainage facilities and all other utilities required for the current use of the Property are installed to the Property, are connected with valid permits, comply with all Governmental Requirements and are adequate to service the Property for its current use.

(j) Seller has received no written notice of, and, to Seller's knowledge, there are not, any plans to widen, modify or realign any street or highway that would affect the Property.

(k) Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 the Internal Revenue Code of 1986, as amended (hereinafter, the "**Code**").

(l) To the knowledge of Seller, the Property is not within any area determined by the Department of Housing and Urban Development to be flood prone under the Federal Flood Disaster Protection Act of 1973.

(m) During the time of Seller's ownership of the Property, Seller has not received written notice of the violation of any Hazardous Materials Laws or of the discharge of any Hazardous Materials on the Property in violation of Hazardous Materials Laws. To Seller's knowledge without investigation, no portion of the Property is presently being used for the disposal, storage, treatment, processing or other handling of Hazardous Materials in violation of Hazardous Materials Laws nor is there any Hazardous Material Contamination in violation of Hazardous Materials Laws. To Seller's knowledge without investigation, there are no underground storage tanks located on or under the Property.

5.2 Changed Conditions. At any time before Closing, if Seller shall obtain actual knowledge that any of Seller's Representations shall be untrue in any material respect at any time after the Effective Date because of events that have occurred thereafter which are beyond Seller's reasonable control or because of new information of which Seller has become aware (a "**Changed Condition**"), Seller shall promptly give Purchaser notice thereof. If Purchaser does not approve of the Changed Condition, Purchaser shall notify Seller of such disapproval and Seller shall have ten (10) days to attempt to cure the Changed Condition ("**Seller's Changed Condition Cure Period**"). If Seller is unable to so cure the Changed Condition through no fault of its own, or in the event Seller attempts to cure such Changed Condition but does not complete said cure for reasons outside its control, Seller shall not be in default, however, within ten (10) days after receipt of written notice by Seller that is unable to continue said cure or the expiration of Seller's Changed Condition Cure Period, Purchaser's sole right shall be to elect, by written notice given to Seller within ten (10) days after Purchaser's receipt of Seller's notice of the Changed Condition to terminate this Agreement, in which event the Deposit shall be refunded to Purchaser. Upon such termination, neither Party hereto shall have any further rights against, or obligations to, the other under this Agreement except those obligations expressly surviving a termination of this Agreement. If after receipt of notice from Seller of any Changed Condition or if after Purchaser otherwise obtains actual knowledge of a Changed Condition, Purchaser does not elect to terminate the Agreement as provided above, Purchaser shall be deemed to have waived any right to terminate the Agreement under this subsection with respect to the Changed Condition.

Knowledge Defined. References to the “knowledge” of Seller shall refer only to the actual knowledge, without investigation or inquiry, on the Effective Date and on the Closing Date, as applicable.

5.3 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows (which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date):

(a) **Organization and Authority.** Purchaser is a municipal corporation of the State of Georgia and is authorized to transact business in the State of Georgia. The execution and delivery of, and Purchaser's performance under, this Agreement are within Purchaser's powers and authorized following approval by the City of Kennesaw Council at a regular public meeting. The person executing this Agreement on behalf of Purchaser has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms.

(b) **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or, to Purchaser's knowledge, binding on Purchaser that is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser that challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) **Financing.** Purchaser shall have on the Closing Date immediately available funds in an amount sufficient to pay the Purchase Price to Seller and to consummate the transactions contemplated hereby.

6. CONDITIONS.

6.1 Conditions For Purchaser's Benefit. The obligations of Purchaser to consummate the transaction contemplated hereby are subject to the following conditions, any of which, if not fulfilled by the Closing or as otherwise provided herein, shall entitle Purchaser (at its option) to terminate this Agreement:

(a) The transactions contemplated under this Agreement to be effected on the Closing Date shall not have been restrained or prohibited by any injunction or order or judgment rendered by any court or other governmental agency of competent jurisdiction, provided that any such proceeding or action contemplated by this Section 6.1(a) shall not be deemed to include any proceeding or action brought by, through or under Purchaser.

(b) No material and adverse change shall have occurred, without Purchaser's written consent, in the state of title matters disclosed in the Title Commitment and the Survey which are not cured by Seller at or before the Closing.

(c) Seller shall have timely complied with its obligations hereunder.

(d) All warranties and representations made by Seller herein shall have been and remain truthful in all material respects.

(e) **Environmental Site Assessment.** Seller is not in possession of any Phase I and Phase 2 environmental reports. Purchaser, at Purchaser's expense, shall have the right to conduct Phase I (and II environmental site assessments if approved by Seller pursuant to the terms of Section 3.4 above) of the Property. In the event such environmental assessments indicate the presence on the Property of any hazardous substance, hazardous waste or other toxic substance or materials as defined by applicable federal, state or local laws or regulations ("**Hazardous Materials Contamination**"), Purchaser shall have the right to terminate the Purchase Agreement on or before the expiration of the Due Diligence Period.

6.2 Conditions for Seller's Benefit. The obligations of Purchaser to consummate the transaction contemplated hereby are subject to the following conditions which, if not fulfilled by the Closing Date or as otherwise provided herein, shall entitle Seller, at its option, to terminate the Agreement:

- (a) Purchaser shall have timely complied with its obligations hereunder.
- (b) All warranties and representations made by Purchaser herein shall have been and remain truthful in all material respects.

6.3 Conditions for Mutual Parties' Benefit. In the event the Board of Commissioners or the City of Kennesaw Council fails to approve this transaction prior to the expiration of the Due Diligence Period, this Agreement shall terminate automatically without further action of the Parties, whereupon the Earnest Money shall be refunded to Purchaser and the Parties shall have no further rights or obligations hereunder except those that explicitly survive termination of this Agreement.

7. CLOSING.

7.1 Closing. The closing of the transaction contemplated herein shall be held on the date which is thirty (30) days after the final day of the Due Diligence Period, or such other date as agreed to by the Parties, (the "**Closing Date**" or the "**Closing**"). The Closing shall be held at the offices of Seller's attorney, Gregory Doyle Calhoun & Rogers, L.L.C., 49 Atlanta Street, Marietta, Georgia, or at such other location as may be acceptable to Seller and Purchaser, ("**Closing Attorney**"). The Parties may deliver all closing documents via courier and shall not be required to personally attend the Closing.

(a) If not provided previously, at Closing, the Seller shall deliver to Purchaser the items specified herein and the following documents and instruments, each duly executed and acknowledged:

- (i) A Limited Warranty Deed (the "**Deed**") dated as of the Closing Date, conveying the Land and the Improvements to Purchaser or its permitted assignee, subject only to the Permitted Exceptions.

(ii) Evidence acceptable to the Title Company, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller.

(iii) An executed certificate with respect to Seller's non-foreign status sufficient to comply with the requirements of Section 1445 of the Code, commonly known as the Foreign Investment in Real Property Tax Act of 1980, and regulations applicable thereto.

(iv) All other documents or things reasonably required to be delivered to Purchaser by the Title Company to evidence Seller's ability to transfer the Property to Purchaser.

(v) An executed copy of Internal Revenue Service Form 1099 as required by the Tax Reform Act of 1986, and all regulations applicable thereto.

(vi) A Purchase and Sale Closing Statement.

(b) At the Closing, Purchaser, or its permitted assignee, shall do the following:

(i) Pay to the Seller the Purchase Price set forth in Section 2.1 by wire transfer in immediately available funds.

(ii) Provide evidence reasonably acceptable to Seller, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Purchaser.

(iii) Execute an original Purchase and Sale Closing Statement.

(c) At the Closing, Seller and Purchaser shall execute and deliver such other instruments and documents as may be necessary in order to complete the Closing of the transactions contemplated hereunder, the form and content of which shall be acceptable to Seller and Purchaser.

(d) The form of all documents to be executed and delivered by Seller and Purchaser at the Closing shall be agreed upon by Seller and Purchaser during the Due Diligence Period.

7.2 Delivery of Documents, Possession, Keys and Other Items. At the Closing, Seller shall provide Purchaser with the originals of all available documents in Seller's possession, if any, copies of which were provided to Purchaser pursuant to Section 3.2 hereof, shall deliver possession of the Property to Purchaser; shall provide Purchaser with all keys to the Property; and shall deliver to Purchaser all books and records pertaining to the Property in the actual possession of Seller, provided any internal records pertaining to Seller shall not be delivered. All such documents which are located at the Property may be delivered with the Property. Any other such documents shall be made available to Purchaser by Seller at a mutually convenient time and place.

7.3 Closing Costs. Purchaser shall pay the cost of the title search, title policy and Owner's Policy of Title Insurance. Purchaser shall pay all costs and expenses of platting or replatting the Property if such platting or replatting is required in connection with Purchaser's acquisition of the Property. All revenue stamps, transfer tax, and sales tax payable in connection with the sale contemplated by this Agreement shall be paid by Seller. Each party shall pay its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement.

7.4 Possession. Purchaser shall be entitled to full and exclusive possession of the Property at the Closing, subject only to the Permitted Exceptions.

7.5 Brokers. Any brokerage fees and commissions related to the transaction on behalf of the Seller under this Agreement shall be paid by Seller. Any brokerage fees and commissions related to the transaction on behalf of the Purchaser under this Agreement shall be paid by Purchaser.

8. PRORATIONS.

8.1 Taxes. General real estate taxes, if any, for the then current year relating to the Property shall be prorated as of the Closing Date based on the 2024 tax assessment and rate and shall either be a credit or a charge against the Purchase Price as appropriate and consistent with the customary practice in the Metropolitan Atlanta area. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller and those assessed after the Closing Date shall be paid by Purchaser.

8.2 Survival. This Article 8 shall survive the Closing for one year.

9. SURVIVAL.

9.1 The Seller's Warranties set forth in Section 5.1 shall survive the Closing for a period of six (6) months (the "**Survival Period**"). Notwithstanding any provision to the contrary contained in this Agreement, no claim for a breach of any of Seller's Representations hereunder shall be actionable or payable (a) unless the valid claims for all such breaches collectively aggregate more than Twenty Five Thousand and No/100 Dollars (\$25,000.00), in which event the full amount of such valid claims shall be actionable, up to but not in the aggregate exceeding the amount of the Cap (as defined below), and (b) unless an action shall have been commenced by Purchaser against Seller within the Survival Period. As used herein, the term "**Cap**" shall mean the total aggregate amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). In no event shall Seller's aggregate liability to Purchaser for breaches of Seller's Representations exceed the amount of the Cap. The provisions of this Section 9.1 shall survive the Closing (and not be merged therein).

10. FURTHER INSTRUMENTS.

Seller will, whenever reasonably requested by Purchaser; and Purchaser will, whenever reasonably requested by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, and all conveyances, assignments and all other instruments and

documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the terms and provisions of this Agreement.

11. TERMINATION AND REMEDIES.

11.1 Seller's Default. If prior to or at the Closing, Seller defaults hereunder, then Purchaser's sole remedy shall be to either (a) terminate this Agreement, in which event Purchaser shall be entitled to the return of the Earnest Money or (b) enforce specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Purchaser in accordance with the terms and covenants of this Agreement. Purchaser shall be deemed to have elected subsection (a) above, if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before sixty (60) days following the date upon which Closing was to have occurred, provided however, in the event that full specific performance is unavailable as a remedy to Purchaser because Seller has conveyed the Property to a third party or Seller cannot fulfill its obligations to consummate the transaction pursuant to the terms of this Agreement, then Purchaser shall be entitled to bring an action against Seller for equitable relief and damages to the fullest extent permitted by law.

11.2 Purchaser's Default. If the Purchaser has not terminated this Agreement pursuant to any of the provisions hereof authorizing such termination, and Purchaser defaults hereunder, Seller's sole and exclusive remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain and that such liquidated damages represent the parties' best estimate of such damages. Such retention of the Earnest Money by Seller is intended to constitute liquidated damages to Seller.

12. RISK OF LOSS, DAMAGE AND CONDEMNATION.

12.1 Risk of Loss. Except as otherwise provided herein, Seller shall bear the risk of loss with respect to the Property until the Closing.

12.2 Casualty Prior to Closing. If any time prior to the Closing any portion of the Property is destroyed or damaged by fire or any other casualty whatsoever, Seller shall give notice thereof to Purchaser. The rights and obligations of the Parties by reason of such destruction or damage shall be as follows:

- (a) If the "cost of repair and restoration" (as such term is defined in Section 12.3 below) of such destruction or damage shall be \$100,000 or less, and if the Due Diligence Period shall have expired (or at such time as it does expire) without the exercise by Purchaser of any right to terminate, this Agreement shall remain in full force and effect and the transactions contemplated by this Agreement, shall be effected with no further adjustment, except that upon the Closing, Purchaser shall receive a credit in the amount of any applicable insurance deductible (in the case of a casualty), Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction.

(b) If the "cost of repair and restoration" of such destruction or damage shall exceed \$100,000, Purchaser may (i) proceed with the Closing with the damaged Property "AS-IS" and take an assignment of Seller's interest in any insurance proceeds and Seller shall credit Purchaser with Seller's deductible amounts, or (ii) terminate this Agreement and receive a refund of the Earnest Money, and the parties hereto shall be relieved of any further obligations or liabilities under the terms of this Agreement except as otherwise expressly provided herein.

12.3 Determining Cost of Repair. The term "**cost of repair and restoration**" shall mean an estimate of the actual cost of repair and restoration obtained by Purchaser (with Seller's cooperation), within twenty (20) days of receipt of notice from Seller of such destruction or damage, from a reputable contractor, reasonably acceptable to both Purchaser and Seller, regularly doing business in the Metropolitan Atlanta area. If the Closing Date is to occur within twenty-five (25) days of the occurrence of the casualty, the Closing shall be deferred by the amount of time required to obtain the cost of repair and restoration estimate.

12.4 Condemnation. Immediately upon obtaining actual knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings. If Purchaser has not terminated the Agreement on or before the expiration of the Due Diligence Period, Purchaser may participate in any such proceedings, and Seller shall from time to time deliver to Purchaser all instruments reasonably requested by it to permit such participation. If (a) the whole or any part of the Property or any interest in the Property is taken by condemnation or right of eminent domain prior to the Closing (or if any such taking is threatened) and (b) in Purchaser's reasonable determination the Property is rendered unsuitable for Purchaser's intended use (or would be rendered unsuitable if the threatened taking occurs), at Purchaser's option this Agreement shall terminate. If Purchaser elects not to terminate this Agreement, the transaction contemplated by this Agreement shall be closed in accordance with the terms of this Agreement notwithstanding any such taking, but at the Closing, Seller shall pay to Purchaser any awards collected in connection with such taking and shall assign to Purchaser all of Seller's rights to collect any awards which thereafter may be payable as a result of, or to recover against others for, such taking.

12.5 Control Over Conflicting Statute. The provisions of this Article 12 shall control the rights and duties of the Parties, in lieu of any contrary provisions of any other law applicable to the Property and/or this Agreement.

13. PROVISIONS REGARDING HAZARDOUS SUBSTANCES.

13.1 Definitions. Unless the context otherwise specifies or requires, the following terms shall have the respective meanings herein specified:

(a) The term "**Hazardous Materials**" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder ("**RCRA**"); (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from

time to time, and regulations promulgated thereunder ("**CERCLA**") (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any applicable Hazardous Materials Law (hereinafter defined); (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any Hazardous Materials Law; and (vii) any other substance which, by any Hazardous Materials Law, requires special handling in its collection, storage, treatment or disposal.

(b) The term "**Hazardous Materials Contamination**" shall mean the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials.

(c) The term "**Governmental Requirements**" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over Seller or the Property.

(d) The term "**Hazardous Materials Laws**" shall mean all Governmental Requirements, including, without limitation, RCRA and CERCLA, relating to the handling, storage, existence of or otherwise regulating Hazardous Materials.

14. NO ASSUMPTION.

Purchaser is not and is not to be deemed to be, a successor of Seller, it being understood that Purchaser is acquiring only the Property; and it is expressly understood and agreed that, except as may otherwise be expressly agreed to by Purchaser elsewhere in this Agreement and in the documents delivered at the Closing, Purchaser has not and does not hereby assume or agree to assume any liability whatsoever of Seller.

15. NOTICES.

Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at the Closing, shall be in writing. Notice shall be given or served by depositing the same in the United States mail, postage paid, registered or certified, with return receipt requested or by hand delivering the same to such party, or an agent of such party, or by delivery by overnight courier such as Federal Express, or by delivery by email transmission. Each Notice shall be effective upon being so delivered in the case of hand delivery, upon being so deposited or upon transmission if sent by email, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof which, in the case of delivery by mail, shall be as evidenced by the return receipt, in the case of delivery by a nationally recognized overnight courier service, shall be evidenced by confirmation of delivery from the overnight courier service, and in the case of delivery by email, on the date the Notice was confirmed sent by the sending apparatus. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail or overnight courier service, failure by any party to deliver because of a

changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be addressed as follows:

If to Seller:

Cobb County, Georgia
c/o Patrick Lewis, Property Management
100 Cherokee Street
Marietta, Georgia 30090

And with a copy to:

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, Georgia 30090

If to Purchaser:

City of Kennesaw
c/o Jeff Drobney, City Manager
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

With a Copy to:

16. CHOICE OF LAW.

IN THE EVENT THAT ANY LITIGATION ARISES HEREUNDER IT IS SPECIFICALLY STIPULATED THAT THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO 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, and all Parties submit to the jurisdiction and venue of such court.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement and the Exhibits attached hereto supersede all prior negotiations, discussions, statements and agreements between Purchaser and Seller and contains the entire agreement between the Parties concerning the purchase and sale of the Property contemplated hereby. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Purchaser and Seller.

17.2 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

17.3 Time of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

17.4 Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by either Party without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, delayed or conditioned.

17.5 Binding on Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding and enforceable upon the Parties hereto and their respective heirs, executors, personal representative, successors and assigns whenever the context so requires or admits.

17.6 Public Disclosure. Except as necessary to obtain the City of Kennesaw Council's approval of the transaction and as governed by the Georgia Open Records Act, Purchaser covenants and agrees that it will not disclose any of the terms of this Agreement to any third party without Seller's prior written consent, except to staff, lawyers, lenders, accountants of Purchaser and to other parties with a legitimate business reason to be informed of this Agreement.

17.7 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

17.8 AS-IS Purchase.

Reliance on Purchaser's Due Diligence. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 5.1 ("SELLER'S WARRANTIES"), SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER'S WARRANTIES, ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT (A) ANY ENVIRONMENTAL OR OTHER REPORT WITH RESPECT TO THE PROPERTY WHICH IS DELIVERED BY SELLER TO PURCHASER SHALL BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, (B) PURCHASER SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER, BUT RATHER WILL RELY ON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND ANY REPORTS COMMISSIONED BY PURCHASER WITH

RESPECT THERETO, AND (C) NEITHER SELLER, ANY AFFILIATE OF SELLER NOR THE PERSON OR ENTITY WHICH PREPARED ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER SHALL HAVE ANY LIABILITY TO PURCHASER FOR ANY INACCURACY IN OR OMISSION FROM ANY SUCH REPORT.

Disclaimers. PURCHASER UNDERSTANDS AND AGREES THAT, EXCEPT FOR SELLER'S WARRANTIES, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED OR SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, THE ABSENCE OR PRESENCE OF HAZARDOUS MATERIALS OR OTHER TOXIC SUBSTANCES (INCLUDING WITHOUT LIMITATION MOLD OR ANY MOLD CONDITION), COMPLIANCE WITH ENVIRONMENTAL LAWS OR ACCESS LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". EXCEPT FOR SELLER'S WARRANTIES, PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY (INCLUDING WITHOUT LIMITATION ANY MOLD OR MOLD CONDITION), OR WITH RESPECT TO ACCESS LAWS, AND, EXCEPT FOR ANY RELIANCE ON SELLER'S WARRANTIES, WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION (OTHER THAN SELLER'S WARRANTIES) PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK

THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, DESIGN, CONSTRUCTION DEFECTS, ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITIONS, OR NONCOMPLIANCE WITH ACCESS LAWS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS

PURCHASER AGREES THAT SHOULD ANY INVESTIGATION, CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS (INCLUDING WITHOUT LIMITATION ANY MOLD OR MOLD CONDITION) ON OR RELATED TO THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SELLER SHALL HAVE NO LIABILITY (EXCEPT IN CONNECTION WITH ANY BREACH OF SELLER'S WARRANTIES) TO PURCHASER TO PERFORM OR PAY FOR SUCH INVESTIGATION, CLEAN-UP, REMOVAL OR REMEDIATION.

PURCHASER REPRESENTS AND WARRANTS THAT THE TERMS OF THE RELEASE CONTAINED HEREIN AND ITS CONSEQUENCES HAVE BEEN COMPLETELY READ AND UNDERSTOOD BY PURCHASER, AND PURCHASER HAS HAD THE OPPORTUNITY TO CONSULT WITH, AND HAS CONSULTED WITH, LEGAL COUNSEL OF PURCHASER'S CHOICE WITH REGARD TO THE TERMS OF THIS RELEASE. PURCHASER ACKNOWLEDGES AND WARRANTS THAT PURCHASER'S EXECUTION OF THIS RELEASE IS FREE AND VOLUNTARY.

THIS SECTION 17.8 SHALL SURVIVE CLOSING AND ANY TERMINATION OF THE AGREEMENT AND SHALL NOT BE MERGED INTO THE DEED OR ANY CLOSING DOCUMENTS.

IN WITNESS WHEREOF: the Parties hereto have caused this Agreement to be executed by persons duly empowered to bind the Parties to perform their respective obligations.

SELLER:
Cobb County, Georgia

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

Date: _____

Attest: _____
By: Pamela Mabry
Title: Cobb County Clerk

(Seal)

PURCHASER:
City of Kennesaw

By: Derek Easterling
Title: Mayor

Date: _____

Attest: _____
By: _____
Title: City Clerk

(Seal)

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 138 of the 20th District and Section of 2nd Cobb County, Georgia, and being more particularly described as follows:

Beginning at a point on the north side of Lewis Street in the City of Kennesaw, Georgia, a distance of 207 feet east of the intersection of the north side of Lewis Street with the east side of Dallas Street at an iron pin located at a fence and running north 1 degree, 41 minutes east 202 feet to an iron pin; thence south 89 degrees, 50 minutes east 99.5 feet to an iron pin; thence south 0 degrees, 30 minutes east 200 feet to an iron pin located on the north side of Lewis Street; thence south 89 degrees, 5 minutes west along the north side of Lewis Street 104 feet to an iron pin at the point of beginning.



Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: January 13, 2025

TITLE: **Resolution: Engineering Services**
 Consideration for approval of a Resolution authorizing the professional services agreement with Patterson & Dewar Engineering for on-call engineering and related services.

Summary:

The City of Kennesaw accepted sealed Statements of Qualification (SOQ) for on-call engineering services. The purpose of the Request for Qualifications (RFQ) was to select a qualified engineering firm to provide professional services to assist the City of Kennesaw with specific tasks related to capital improvement projects and various other engineering efforts. The city conducted a comprehensive, fair, and impartial evaluation of all responses received. An evaluation committee assessed each submittal based on four criteria:

Criteria	Maximum Points
Company Overview	30
Project Management/Team	30
References and Relationships	25
Financial Stability and Litigation Record	15

The top four candidates were called in for an in-person interview and could earn up to 20 additional points.

Recommendation:

The City Manager recommends that the Mayor and City Council approve Patterson & Dewar Engineers, who had the highest score, as the City Engineer.

Fiscal Impact:

Attachments:

1. RES 2025 - Engineering Services
2. Exhibit A - Professional Services Agreement - Patterson & Dewar Engineering
3. P&D Fee Schedule
4. 24-25 COI - Patterson & Dewar

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__, 2025

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
PATTERSON & DEWAR ENGINEERS FOR
ON-CALL ENGINEERING AND RELATED SERVICES**

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

WHEREAS, the City of Kennesaw desires to have a qualified provider for on-call Engineering and related services; and

WHEREAS, after receiving Request for Qualifications (RFQ) and conducting interviews, the City Council awarded the agreement to Patterson & Dewar Engineers; and

WHEREAS, the City of Kennesaw has executed a Professional Services Agreement that provides the services outlined in Exhibit A.

BE IT RESOLVED the Kennesaw City Council authorizes the mayor or designee to execute the Agreement with Patterson & Dewar Engineers for on-call engineering and related services.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of January 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

This Engineering Services Agreement and any attached exhibits ("Agreement") is made and entered into the _____ day of _____, 2025 ("Effective Date") by and between **Patterson & Dewar Engineers Inc** ("Engineer") and the **City of Kennesaw** ("City") (collectively known as the "Parties").

Recitals

WHEREAS, the City is authorized to contract with an independent contractor specially trained to perform the required professional services; and

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

NOW THEREFORE, in consideration of the recited relationship of the Parties and the promises, covenants, assurances, and financial compensation provided by and between the Parties. All of which are mutually acknowledged as good and sufficient consideration between the Parties hereto, and the Engineer and the City agrees to the following:

Engineer's Representations

1. Engineer represents it has the knowledge, experience and licensing to provide the professional services set forth in this agreement.
2. Engineer is complaint with all federal and state requirements for such a practice.
3. Engineer guarantees and contractually agrees that it has complied with the requirements of E-Verify and Systematic Alien Verification for Entitlements (SAVE) Program and will continue to comply with said laws and shall require subcontractor/subconsultants to also comply.
4. Engineer acknowledges and agrees that this Agreement is not valid, and no payment is authorized for services if the above representations are incorrect.

City Approval

Engineer understands that this Agreement is contingent upon approval of the City of Kennesaw's Mayor and Council. In the event such approval is not granted this Agreement is not valid and no payment is authorized for services.

TERMS AND CONDITIONS

1. Term. This Agreement shall be binding on all parties for an "Initial Period" of one (1) year with four (4), one (1) year "Renewal Periods" beginning _____

("Commencement Date") and ending _____ (the "Initial Term"). The Initial Period and each Renewal Period will be automatically extended for subsequent one (1) year periods unless the CITY provides written notice to the Engineer of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the then-current Period, or as otherwise set forth herein. This Agreement is subject to the multi-year contractual provisions of O.C.G.A 36-60-13(a). Subject to the renewal and termination provisions set forth herein, the Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be automatically renewed.

2. Rate. The Fee Schedule (Attachment 1) is agreed upon by the City and the Engineer.

3. Engineer Performance Standard - All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project.

4. Authority of the Engineer - The Engineer's authority to act on behalf of the City is limited to its scope of authority set forth in this Agreement and the agreement between the selected contractor and the City for construction of the project. Notwithstanding anything else stated in this Agreement or any of the contract documents, the Engineer does not have the express or implied authority to obligate the City to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between the City and the selected contractor, separate contractor or City consultants or any other third persons or parties.

5. Ownership of Documents

a) Property of the City. The Engineer warrants that it shall be the author of the design documents prepared by it for the Project and that it holds the copyright therein, subject to the last sentence of this Section. All design documents prepared by the Engineer and its subconsultants, and the designs depicted in them, shall become upon their creation the property of the City whether the project is constructed or not. Without limitation to the foregoing, the City shall hold, and the Engineer shall be deemed to have irrevocably assigned to the City in perpetuity with no reserved or retained rights to the Engineer or to any other persons or entities, all copyrights to the design documents and to the designs depicted in them.

b) Use by the Engineer. The City hereby grants to the Engineer and its subconsultants a license, revocable at will by the City, to use and copy the design documents, and the designs depicted in them, during the term of this Agreement for the sole purpose of performing the services required under this Agreement. Except for (i) standard and generic details in the design documents and (ii) other designs or details that do not involve a replication of the overall building design or aesthetic appearance, the design

documents shall not be used or replicated as a whole, or in substantial part by the Engineer on other projects.

c) Use by City. The City may use the design documents, and the designs depicted in them, without the Engineer's consent, in connection with the project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the project. Any such use of the design documents without the Engineer's participation shall be at the City's sole risk. The Engineer shall not be responsible for losses arising from the City's modification of the documents without the Engineer's participation.

d) Termination. In the event of termination of this Agreement by either party for any reason, the City reserves the right to receive, and the Engineer shall promptly provide to the City, all drawings, specifications, models, and other design documents prepared to the date of termination by the Engineer and its subconsultants for the Project. The Engineer shall be permitted to retain copies, including reproducible copies, of the design documents for information and reference. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to own, receive and use the design documents, and the designs depicted in them. The City may withhold any payments due to the Engineer upon termination until all design documents prepared through the date of termination are furnished to the City.

6. Applicable Laws and Orders of Governmental Authorities. The Engineer shall, always, in its performance of its obligations under this Agreement, comply with all applicable laws and lawful orders of appropriate authorities and agencies. All design documents prepared by the Engineer and its subconsultants shall follow all applicable laws and lawful orders of appropriate authorities and agencies in effect on the date such design documents were created. The Engineer shall exercise professional care to keep informed and advise the City of possible changes in applicable laws and lawful orders of appropriate authorities and agencies that could affect the project and shall promptly inform the City of such changes in advance of their becoming effective. The Engineer shall provide all tasks and services required by the governing state and federal agencies for the successful completion of the project.

7. Approval by the City. Neither the review or approval of, nor any request for corrections to the design documents by the City, appropriate authorities and agencies or any other project team member shall be construed as relieving the Engineer of its responsibility for the suitability, completeness and coordination of the design documents prepared by the Engineer or its subconsultants. Any errors, omissions, or ambiguities in the design documents shall be resolved by the Engineer at no cost to the City.

8. Time of Essence. All time limits set forth in this Agreement pertaining to the Engineer's performance of any obligation or act relating to or for the benefit of the project are of the essence to this Agreement and shall not be exceeded by the Engineer.

9. Notice of Additional Services/Increase in Stated Cost Limitation.

a) The Engineer shall notify the City in writing within five (5) days after the discovery date of any circumstance (including without limitation, any direction or the City's representative's request) that the Engineer believes may give rise to additional services. The Engineer waives the right to compensation for additional services performed without prior written approval by the City that expressly acknowledges that such service is an additional service.

b) The Engineer shall notify the City in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or request by the City's representative) that the Engineer believes may cause an increase in the stated cost limitation.

10. Additional Services. The Engineer shall provide additional services germane to this Agreement when authorized by the City in writing. Compensation shall be as set forth in the agreed upon in the Fee Schedule.

11. City Approvals. Approval by the City of design documents prepared by the Engineer or its subconsultants (i) shall not relieve the Engineer or its subconsultants of their sole responsibility for the completeness, coordination or suitability of the design documents, and (ii) shall not constitute acceptance or approval of any revision to the project program unless the Engineer informs the City in writing at the time of seeking such approval that it is requesting approval of a revision to the program and the City thereafter issues approval of such change in writing. All City approvals or decisions that involve changes to the program, the Engineer's compensation (including, without limitation, compensation for additional services or any reimbursable expenses), or time for performance by the Engineer (including, without limitation, changes in the project schedule) must be approved by the City in writing.

12. Surveys, Services and Reports.

a) Surveys, Legal Restrictions. The Engineer shall conduct and provide an engineering survey and topography of the project site(s), giving (as applicable) grades and lines of existing improvements (such as structures, streets, alley, pavement), rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site. The City shall supply information in the City's possession concerning available service and utility lines, both public and private.

b) Geotechnical. The City shall furnish geotechnical data and reports or employ specialty consultants to provide such data or reports, when reasonably deemed necessary by the Engineer, including test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions.

c) No Warranty by the City. Although the Engineer shall be entitled to rely upon the accuracy and sufficiency of data, reports or other information furnished by the City pursuant to performing its obligations under this Agreement, the City shall have no

liability to the Engineer, other than as permitted by this Agreement for authorized additional services, in the event that such data, reports or other information are found to be inaccurate, incomplete, or insufficient.

d) Notice of Defects. The City and the Engineer shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the project or nonconformance with the contract documents.

e) Appropriate Authorities and Agencies. The City shall pay all fees required by any local, state or federal agency for filing and checking any of the design documents of the Engineer or its subconsultants and for building and related permits required by government authorities.

13. Accompanying Documentation. Each invoice for payment for services, including additional services, shall include documentation verifying the amounts of additional services and reimbursable expenses for which reimbursement is sought in the invoice for payment.

14. Time for Payments. Payments of undisputed sums due shall be made by the City within thirty days (30) days after receipt of an invoice for payment that has been properly and timely prepared and submitted in accordance with this agreement and accepted by the City. No payment to the Engineer shall be deemed an acceptance of work not completed in accordance with this Agreement. Final payment of sums due to the Engineer pursuant to an invoice for payment prepared and submitted by Engineer in accordance with the requirements of this Agreement shall be made by the City to the Engineer no later than forty-five (45) days after final completion of the project. Making such final payment by the City shall not release or limit the Engineer's obligation to perform those basic or additional services that are required by this Agreement.

15. Payment Disputes and Withholding by the City. The City shall have the right, after written notice to Engineer, to withhold from payment to the Engineer any amounts in dispute, including without limitation any losses incurred by the City due to design defects in the design documents prepared by the Engineer or its subconsultants or a failure by the Engineer to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of the City or the Engineer with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. The Engineer shall continue the performance of its services pending final determination of disputes relating to such withholding. The Engineer shall not be entitled to any interest on any funds that are withheld.

16. Inspection by the City.

a) Records. The Engineer and its subconsultants shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. The Engineer and its subconsultants shall maintain such records in

sufficient detail to permit the City, the City's independent auditors or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the project for a period of four (4) years after the termination of this Agreement or final completion of the project.

b) Audit. The City, the City's independent auditors, or designee of any of them, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred by the Engineer and its subconsultants' performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that are charged to City on an hourly basis. Such a right to audit shall include inspection at all reasonable times at the Engineer's offices or facilities. In addition, the Engineer shall, at no cost or expense to the City, furnish facilities and cooperate fully with the audit. Upon request, the Engineer shall provide reproducible copies of books, records and other documents in the possession of the Engineer and its subconsultants that are applicable to this Agreement for reproduction by the City or its designee.

c) Reimbursement. To the extent that an audit by the City, the City's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by the Engineer, the Engineer agrees to remit the amount of the overpayment to the City within five (5) days after demand.

17. Termination by City.

a) For Cause. If the City determines the Engineer has failed to perform according to the Agreement, the City may terminate all or part of the Agreement for cause upon seven (7) days written notice.

b) For Convenience. The City may terminate or suspend performance of all or part of this Agreement for convenience and without cause anytime upon ten (10) days written notice to the Engineer, in which case the City will, within forty-five (45) days after receipt and the City's acceptance of the invoice, pay the Engineer an amount calculated in accordance with this Agreement for all basic services and authorized additional services, and all authorized reimbursable expenses incurred, up to and including the effective date of termination.

c) Termination of Payments. The Engineer payments, if there are any, made pursuant to this section shall be the Engineer's sole and exclusive compensation and the City shall have no liability to the Engineer for any other compensation or damages, including without limitation, anticipated profits, or prospective losses or consequential damages, of any kind.

d) Deletion of Services. In the event of termination by the City, for cause or convenience, of a portion of the project or a portion of the basic services, then the

Engineer's fixed compensation for basic services for the portions of the project or basic services not so terminated shall be adjusted to reflect the resulting reduction in Engineer's scope of basic services.

18. Payment Contingent on Furnishing All Design Documents. No payment shall be due the Engineer following termination of this Agreement until the Engineer provides the City with all design documents in its possession or control.

19. Indemnification.

a) Indemnification by the Engineer. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the City, and each of its elected officials, directors, officers, agents, attorneys, and employees ("Indemnitee(s)"), from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission of Contractor or arising from any of the following:

1) Any negligent or actual act or omission of the Engineer or its subconsultants or any person or entity for whose acts or omissions any of them may be liable;

2) Infringement upon any United States patent, trademark or copyright arising out of the actual or negligent alleged acts or omissions of the Engineer or any of the Engineer's subconsultants/subcontractors, in connection with performance of this Agreement; provided however, that nothing herein shall be interpreted as obligating the Engineer to indemnify any indemnitee against indemnitee's sole negligence.

20. Responsibility of Subconsultants/Subcontractors. The Engineer shall be fully responsible to the City for the acts and omissions of its subconsultants/subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by the Engineer. The Engineer shall insert appropriate provisions in all subcontracts relative to the work to require compliance by each subconsultant/subcontractor with the applicable provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relationship between any subconsultants/subcontractor and the City.

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

a) Direct Negotiations. Designated representatives of the City and the Engineer shall meet as soon as possible (but not later than ten (10) days after receipt of the other party's statement of dispute, containing a detailed explanation of the claim) in a good faith effort to negotiate a resolution to the claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the claim or defenses being asserted by such party, and with full authority to resolve

such claim then and there, subject only to the City's right and obligation to obtain approval of any agreed settlement or resolution by the Mayor and City Council. If the claim involves the assertion of a right or claim by a third party (e.g., the contractor) against the Engineer that is in turn being asserted by the Engineer against the City, then such third party shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged.

b) Litigation. If the direct negotiations between the Engineer and the City do not resolve the dispute, then the party asserting the claim shall have the option to initiate a lawsuit in the Superior Court of Cobb County, Georgia. Venue and jurisdiction over all disputes under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

22. Non-Discrimination. It is the policy of the City that in connection with all the Engineer services rendered that there be no discrimination against any prospective or active employee because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, political belief or affiliation or to deny family care leave. Therefore, the Engineer agrees to comply with applicable Federal and Georgia laws including, but not limited to Title VII or the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975 and Rehabilitation Act of 1973 (Section 504). In addition, the Engineer agrees to require compliance with this provision by all subconsultants/subcontractors employed by the Engineer on the project.

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

To Engineer: Patterson & Dewar Engineers Inc
850 Center Way
Norcross, GA 30071
(770) 453-1410

To City: City of Kennesaw
2529 J.O. Stephenson Ave
Kennesaw, GA 30144
(770) 424-8274

24. Waiver. Provisions of this Agreement may be waived by the City only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. The City's approval, acceptance, use, or payment for any part of the Engineer's services shall not in any way alter any obligations, or waive any of the City's rights, under this Agreement.

25. No Third-Party Rights. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of law.

26. Extent of Agreement. This Agreement represents the entire Agreement between the City and Engineer for furnishing services to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Engineer and approved as required by Georgia law and City policy.

27. Severability. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of all remaining provisions shall not be affected.

28. Successors and Assigns. This Agreement shall be binding upon the City and the Engineer and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by the Engineer without the prior written consent and approval of the City, which may be granted or withheld at the City's sole discretion. This Agreement and all the City's rights in and to the design documents may be assigned by the City upon written notice to the Engineer. The City shall have no liability or responsibility to the Engineer for payment for any services performed after the date of such assignment and notice by the City.

29. Confidentiality. The Engineer shall treat all information and data furnished to it by the City or any other project team member or otherwise obtained or prepared by the Engineer concerning the project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with the Engineer's performance of this Agreement, any governmental filings or applications or the Georgia Open Records Act. The Engineer shall not engage in or permit any public references or statements to the project, the City or Engineer's services hereunder, including without limitation, granting interviews to broadcast, print or other media, without the prior written consent of the City, which may be granted or withheld, per the sole discretion of the City. The Engineer shall instruct all employees of the foregoing confidentiality obligation.

30. Independent Contractor. The Engineer is and shall always remain with the City as a

wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of the Engineer or any of Engineer's officers, agents or employees, except as herein set forth. The Engineer shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City.

31. Representations by the Engineer. The Engineer represents (i) that it is financially solvent, able to pay its debt as they mature, and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of Georgia; and (iii) the Engineer's principal in charge of the project is duly licensed in accordance with Georgia and all other applicable laws to render the services to be provided by this Agreement.

32. Survival. The provisions of this Agreement which by their nature survive completion of the services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.

33. Cost Principles. The Engineer agrees to charge standard industry rates for any reimbursable project related expenditure.

34. Interpretation. The Engineer and City acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either City or Engineer on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

35. Advertising. The Engineer may not use the City's name or refer to the City or the project, directly or indirectly in promotional materials, advertisement, news release, or release to professional or trade publication without obtaining the City's prior written approval.

36. Electronic Documents. In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of the City or Engineer, the most recently dated document will prevail.

37. Governing Law. This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia.

38. Key Personnel. The City shall have the right, in its absolute discretion, to require the removal of the Engineer or its subconsultant's personnel at any level assigned to or hired for the performance or the work hereunder if the City considers such removal in its best interests and directs such removal in writing to the Engineer. Upon receipt of such direction by the City, the Engineer shall immediately remove personnel.

39. Conflict of Interest. The Engineer represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and

that no person having any such interest shall be subcontracted in connection with this Agreement or employed by the Engineer. The Engineer shall not conduct or solicit any non-City business while on City property or time. The Engineer will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement all circumstances existing at such a time which pose a potential conflict of interest. The Engineer warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of City any cash or non-cash gratuity or payment with a view toward securing any business from the City or influencing such person with respect to the conditions, or performance of any agreements with the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the City and Engineer. Should a conflict of interest issue arise, the Engineer agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

40. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.

SCOPE OF SERVICES

Project types included in this Agreement will be, but are not limited to, sidewalk and streetscape projects, roadway and intersection improvements (including traffic engineering), stormwater improvement projects, park and recreation projects, and site design. For proposed projects, the following types of services required may include, but are not limited to:

1. Design Services: Although needs will vary by project, the Engineer should be prepared to provide design services that include initial concept design through final detailed construction documents (including cost estimates, permitting, and special provisions).
2. Land Surveying Services: The Engineer should be prepared to provide land surveying services, including right-of-way and boundary establishment, individual owner information, utilities (subsurface utility engineering, as required), specimen trees, existing drainage structures, buildings, road elements, topography, etc. for the identified target areas.
3. Right of Way (ROW) Plans: The Engineer should be prepared to identify existing ROW, identify the need for additional ROW, and provide plans that clearly summarize the locations and amounts of any easements and/or ROW acquisitions that will be required. ROW staking may also be required at multiple points throughout the project.

4. Land Acquisition Services: The Engineer shall provide all services necessary for land acquisition, including but not limited to: title searches, cost estimates, appraisals, negotiations, and preparation of closing and condemnation documents. Work will be performed on an as needed basis as determined by the City. The Engineer shall coordinate and monitor right-of-way and land acquisition activities on select projects through all phases of development. Conduct right-of-way impact studies and right-of-way and land acquisition coordination with all state, federal, and local agencies, to include cultural resources studies, etc. All acquisitions will comply with applicable local, state, and federal regulations.

5. Environmental Coordination: The Engineer should have the ability to complete environmental coordination on proposed projects, including, but not limited to, environmental site assessments, design and permitting associated with stream and wetland impacts. Additionally, the Engineer should prepare erosion, sedimentation, and pollution control plan(s) in accordance with the Georgia Soil and Water Conservation Commission requirements, including the submittal of the plans for review to the Environmental Protection Division for review and approval.

6. Utility Coordination: The Engineer shall coordinate with all applicable utility companies to obtain details of facility locations, identify any conflicts, and incorporate necessary utility relocations/redesigns into the plans. The Engineer is to provide a record of correspondence indicating a status of no facilities, no conflict, or resolution from impacted utilities. Participation in utility coordination meetings during design is also expected throughout utility coordination.

7. Retaining Wall Design: Retaining walls (both cut and fill slopes) are commonly needed on capital projects. The Engineer will be required to have structural engineering support to prepare any necessary wall designs and to advise on potential wall requirements during the concept phase. Wall foundation investigations through a geotechnical engineer may be required depending upon the nature of the required walls. A Retaining Wall permit may also be required during design.

8. Stormwater Analysis and Design: The Engineer should be prepared to prepare a stormwater drainage design and hydrology study per Georgia Stormwater Management Manual as needed.

9. Site Lighting and Electrical Design: Pedestrian and street lighting may be required for proposed projects. Engineer should be prepared to provide site lighting and electrical design in accordance with the City's requirements. Coordination with Georgia Power, Cobb EMC, and lighting installation acceptance inspections will also be needed.

10. Landscape Design: Landscape design by a licensed landscape architect may be required for proposed projects, in accordance with the City's requirements. The landscape design should also include irrigation and special provisions/specifications as needed.

11. Construction Engineering, Construction Administration and Inspection Services:

Provide on an as-needed basis.

12. Parks and Recreation Design: Perform all needed services as it relates to producing construction plans on a variety of parks and recreation-related projects to include but not limited to athletic fields, playgrounds, passive parks, and multi-use trail systems.

13. Public Involvement: The Engineer may be asked to participate in or conduct public meetings and prepare presentations and displays for use during the meetings, as required. Presentation materials will include presentation boards with illustrative renderings and perspective views of the proposed improvements. The Engineer may also be asked to prepare presentations to the City Council or other stakeholders.

14. Post Design Services: The Engineer should be prepared to also provide the following tasks prior to and during construction.

- Prepare advertisement and bid documents
- Attend pre-bid conference
- Respond to bidder questions
- Provide tabulation of bids
- Attend pre-construction meeting
- Respond to construction request for information
- Product/material submittal reviews
- 7-day inspection for erosion control
- Attend on-site meetings throughout the duration of construction
- Review contractors' pay applications
- Prepare punch list at substantial completion

15. Facility Maintenance and Improvement Projects: The Engineer may be asked to assist in preparing plans and bid documents for facility maintenance and improvement projects. The projects may include, but are not limited to, roof replacements, HVAC upgrades, facility build-outs and retrofitting, etc.

16. Other Services: Other engineering and consulting services that may be requested or directed by the City. This may include, but is not limited to, architectural services, program management, project related grant assistance, comprehensive plan services, general redevelopment support, construction engineering, and inspection services.

All work shall be done in accordance with City's development standards, Americans with Disability Act standards, Georgia Department of Transportation standards, any other authorities having jurisdiction over the project, and city guidance documents applicable to the project. Estimates of probable construction costs will be required at project milestones. For the duration of the proposed design projects, regular update meetings will be held and project manager attendance at those meetings is expected. Additionally, the Engineer should be prepared to coordinate field plan reviews at various project milestones. Obtaining approvals and permits from City's Public Works and/or Community Development Departments will also be required for most projects. It is

expected that certain projects may require tasks to be performed by subconsultants/subcontractors.

INSURANCE REQUIREMENTS

1. Insurance by Engineer.

The Engineer must carry and provide evidence of the following insurance coverage prior to the initiation of any contract services:

a) General Liability: \$2,000,000 combined single limit per occurrence, and \$4,000,000 general aggregate for bodily injury, personnel injury and property damage including products/completed operations coverage.

b) Professional Liability: \$2,000,000 for each claim and \$4,000,000 annual aggregate including "errors and omissions" liability.

c) Automobile Liability: \$1,000,000 per individual and \$3,000,000 combined single limit per accident for bodily injury and property damage, when applicable.

d) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Georgia and Employees Liability of \$1,000,000 per accident.

e) Insurance Guidelines: Required documentation includes certificate from the insurance company showing issuance of Worker's Compensation coverage for the State of Georgia. The Engineer shall provide the City with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of any contract services. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving a thirty (30) day written notice thereof to the City's representative. A renewal policy or certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Engineer shall deliver to the City's representative a certified copy of a replacement policy acceptable to the City.

2. Insurance by subconsultants.

The Engineer shall cause its subconsultants to carry the insurance at the same levels as set forth above unless otherwise agreed to by the City.

ENGINEER:

Patterson & Dewar Engineers

CITY:

City of Kennesaw

By: Anita Atkinson, PE
Title: VP, Engineering & Surveying

By: Derek Easterling
Title: Mayor

FEE SCHEDULE



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Patterson & Dewar Engineers - Kennesaw Rate Table	
POSITION	2025-2027 HOURLY RATE
1-Man Survey Crew	\$130
2-Man Survey Crew	\$190
3-Man Survey Crew	\$205
Administrative Assistant	\$85
Designer/Technician 1	\$115
Designer/Technician 2	\$125
Sr. Designer/Sr. Technician 1	\$135
Sr. Designer/Sr. Technician 2	\$145
Supervisor/Professional 1	\$155
Supervisor/Professional 2	\$170
Manager/Professional 1	\$185
Manager/Professional 2	\$200
Dept. Manager/Sr. Professional 1	\$215
Dept. Manager/Sr. Professional 2	\$230
Program Manager	\$170
Subcontractor/Subconsultant	At Cost
Permitting & Plan Review Fees	At Cost
Reimbursables	None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Manry Heston 2109 LaVista Executive Park Tucker GA 30084	CONTACT NAME: Jean Willson PHONE (A/C, No, Ext): 770-939-3231 E-MAIL ADDRESS: customerservice@manryheston.com FAX (A/C, No): 770-939-8978
INSURED Patterson & Dewar Engineers, Inc. Hood-Patterson & Dewar Engineers, Inc. P.O. Box 2808 Norcross GA 30091	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: The Travelers Indemnity Company of America INSURER C: Travelers Property Casualty Company of America INSURER D: Travelers Casualty and Surety Company INSURER E: Lexington Insurance Company INSURER F: Lloyds of London

COVERAGES**CERTIFICATE NUMBER:** 921519114**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			P-630-3K278553	9/28/2024	9/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-5N500974	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-6S423257	9/28/2024	9/28/2025	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-5J822681	9/28/2024	9/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Professional/Pollution Excess Professional/Poll			031565570 PF00601A23	9/28/2024 9/28/2024	9/28/2025 9/28/2025	Per Claim/Aggregate Deductible Ea Claim Excess Limit 5,000,000/5,000,000 300,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CG D414 04 08 General Liability - Blanket Additional Insureds - Primary & Non-Contributory-Contractual Liability as required by written contract.

CG D379 02 19 General Liability XTEND Endorsement - Blanket Waiver of Subrogation as required by written contract or agreement.

CA T3 53 0215 Business Auto Extension Endorsement - Automobile Liability -Blanket Additional Insured as required by written contract or agreement. Waiver of Subrogation

CA T474 02 16 - Automobile Liability - Blanket Additional Insured - Primary & Non-Contributory
See Attached...**CERTIFICATE HOLDER****CANCELLATION**City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw GA 30144

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Mellars

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Manry Heston		NAMED INSURED Patterson & Dewar Engineers, Inc. Hood-Patterson & Dewar Engineers, Inc. P.O. Box 2808 Norcross GA 30091	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

WC 00 03 13-Workers Compensation – Blanket Waiver of Subrogation when required by a written contract or agreement per form.

"This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract."

Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

30-day written notice of cancellation endorsements have been ordered and will be sent as soon as they are received from the carrier.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: **UB-5J822681**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

**Any person or organization for which the employer has agreed by written contract,
executed prior to loss, may execute a waiver of subrogation. However, for purposes of
work performed by the employer in Missouri, this waiver of subrogation does not apply
to any construction group of classifications as designated by the waiver of right to
recover from others (subrogation) rule in our manual.**



Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: January 13, 2025

TITLE: **Resolution: Statewide Mutual Aid Agreement**
 Consideration for approval of a Resolution authorizing city representatives to coordinate county and statewide aid for natural and man-made disasters.

Summary:

The State of Georgia is vulnerable to a variety of natural and man-made disasters and emergencies. Mutual aid agreements are critical in ensuring the timely provision of assistance during emergencies and facilitating the reimbursement of any incurred costs by the City of Kennesaw. The Cobb County Board of Commissioners approved this agreement, and as required by the Georgia Emergency Management Agency, municipalities must also review and approve this agreement to ensure full compliance and preparedness.

Recommendation:

City Manager recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025 - Statewide Mutual Aid Agreement
2. Statewide Mutual Aid Agreement 2024 (Kennesaw)
3. Cobb County Statewide Mutual Aid 2024
4. SWMAA FAQs

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__, 2025

**RESOLUTION AUTHORIZING CITY REPRESENTATIVES TO COORDINATE
COUNTY AND STATEWIDE AID FOR NATURAL AND MAN-MADE DISASTERS**

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

WHEREAS, the State of Georgia is vulnerable to a variety of natural and man-made disasters and emergencies. Mutual aid agreements are critical in ensuring the timely provision of assistance during emergencies and facilitating the reimbursement of any incurred costs; and

WHEREAS, pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of support and reimbursement of costs; and

WHEREAS, assistance includes personnel, equipment, facilities, services, supplies and other resources furnished to the City during an emergency or disaster; and

WHEREAS, this agreement also provides the framework to managing an emergency or disaster occurring within the City, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities; and

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council approves the attached agreement and authorizes the mayor to sign the same.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of January 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Kennesaw, GA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Derek Easterling, Mayor

Chief Executive Officer – Print Name

County/Municipality: City of Kennesaw, GA

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for the City of Kennesaw, GA (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Jeff Drobney	City Manager
Print Name	Job Title/Position

Signature of Above Individual

Marty Hughes	Assistant City Manager
Print Name	Job Title/Position

Signature of Above Individual

Bill Westenberger	Chief of Police
Print Name	Job Title/Position

Signature of Above Individual

_____ Chief Executive Officer - Signature	Date: _____/_____/_____
--	-------------------------

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for the City of Kennesaw, GA
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Jennifer Gordy

Assistant Finance Director

Print Name

Job Title/Position

Signature of Above Individual

Jeff Drobney

City Manager

Print Name

Job Title/Position

Signature of Above Individual

Marty Hughes

Assistant City Manager

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENTCounty/Municipality: Cobb

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:


Chief Executive Officer - Signature



Lisa N. Cupid, Chairwoman, Cobb
County Board of Commissioners

Chief Executive Officer – Print Name

County/Municipality: Cobb County

Date: 5 / 10 / 24

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
4/23/24


Thomas Moore (Aug 30, 2024 11:28 EDT)
GEMA/HS Director – Signature

Thomas Moore
GEMA/HS Director – Print Name

Date: 30/08/2024

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Cobb County (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Cassie mazloom
Print Name

EMA Director
Job Title/Position

Carrie Myles
Signature of Above Individual

Michael Register
Print Name

Director Public Safety
Job Title/Position

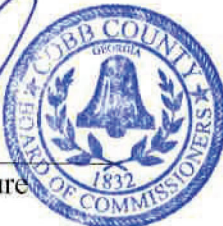
[Signature]
Signature of Above Individual

Jackie McMorris
Print Name

County Manager
Job Title/Position

Jackie McMorris
Signature of Above Individual

[Signature]
Chief Executive Officer Signature



Date: 5 / 10 / 24

Lisa N. Cupid, Chairwoman, Cobb
County Board of Commissioners
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for Cobb County
(county/municipality) for the purpose of reimbursement sought for mutual aid:

<u>Cassie mazloom</u> Print Name	<u>EMA Director</u> Job Title/Position
-------------------------------------	---

Cassie Mazloom
Signature of Above Individual

<u>William Volckman</u> Print Name	<u>Chief Financial Officer</u> Job Title/Position
---------------------------------------	--

[Signature]
Signature of Above Individual

<u>Jackie McMorris</u> Print Name	<u>County Manager</u> Job Title/Position
--------------------------------------	---

Jackie McMorris
Signature of Above Individual

<u>[Signature]</u> Chief Executive Officer - Signature	Date: <u>5 / 10 / 24</u>
---	--------------------------



Lisa N. Cupid, Chairwoman, Cobb
County Board of Commissioners
Chief Executive Officer – Print Name

Created:	2024-08-30
By:	Aquevia Davis (aquevia.davis@gema.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADPIOd0sxKu43eIXTDiROM-YiqR3esv-k

"Cobb County" History

-  Document created by Aquevia Davis (aquevia.davis@gema.ga.gov)
2024-08-30 - 2:01:51 PM GMT
-  Document emailed to Thomas Moore (thomas.moore@gema.ga.gov) for signature
2024-08-30 - 2:01:56 PM GMT
-  Email viewed by Thomas Moore (thomas.moore@gema.ga.gov)
2024-08-30 - 3:28:32 PM GMT
-  Document e-signed by Thomas Moore (thomas.moore@gema.ga.gov)
Signature Date: 2024-08-30 - 3:28:50 PM GMT - Time Source: server
-  Agreement completed.
2024-08-30 - 3:28:50 PM GMT

Statewide Mutual Aid Agreement (SWMAA)

FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: January 13, 2025
TITLE: **Ordinance: Building Fee Amendments**
Consideration for approval of an Ordinance to amend Chapter 18, Section 18-72 of the Kennesaw Code of Ordinances regarding building fees.

Summary:

This ordinance is to amend Chapter 18, § 18-72 of the Kennesaw Code of Ordinances regarding building fees. The amendments include the removal of existing fees codified within the ordinance and the addition that all associated fees will be set forth in the fee schedule adopted by the Mayor and City Council. The public hearing was advertised in the Marietta Daily Journal on January 3, 2025 and January 10, 2025. Legal has reviewed.

Recommendation:

City Clerk recommends approval.

Fiscal Impact:

Attachments:

1. ORD 2025 - Building Fees
2. 2025-01-03 Chapter 18 Amendments PH
3. 2025-01-10 Chapter 18 Amendments PH

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2025-__

**AN ORDINANCE TO AMEND CHAPTER 18, ENTITLED
“BUILDINGS AND BUILDING REGULATIONS,” OF THE CODE
OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SO
AS TO AMEND SECTION 18-72 OF SAID CHAPTER REGARDING
FEES.**

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

SECTION 1. Chapter 18, Section 18-72 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended by striking and adding the following:

Sec. 18-72. Fees.

- (a) *Prescribed fees.* A permit shall not be issued until the fees as adopted by Mayor and Council ~~as prescribed in subsection 18-71(d)~~ have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems, has been paid.
- (b) *Working commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits, shall be subject to the penalties as outlined in subsection ~~(e)~~ (m) below.
- (c) *Accounting.* The building official shall keep a permanent and accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.
- (d) *Schedule of permit fees.* On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the schedule of fees and charges maintained by the city clerk and established by the mayor and council.

~~The multiplier for area adjustment shall be determined as follows:-~~

~~(Building services department budget)(% of budget provided by building permit revenue)
divided by the total annual construction value (as determined by the previous fiscal year permit
valuations)-~~

~~For example: All budget numbers and construction values are based upon data from FY 2004
—2005 for this example.—~~

~~Building services department budget is \$359,357.48.~~

~~Expected building permit revenue (building permits, reinspection fees, mobile home setup fees, demolition fees, and foundation only fees) is \$182,221.00 percent of budget provided by building permit revenue is 51 percent (\$182,221.00 divided by \$359,357.48).~~

~~Total annual construction value is \$45,010,091.56.~~

~~$(\$359,357)(51\%) = \$183,272.31$ then $\$183,272.31$ divided by $\$45,010,091.56 = 0.0041$.~~

~~Building permit fees shall be calculated as follows:-~~

~~$(\text{square foot of structure})(\$ \text{ value per square foot}) = (\text{number})(\text{multiplier for area adjustment}) = \text{building permit fee.}$~~

~~The dollar value per square foot is located within Table A of this chapter.~~

~~Plan review fees (commercial projects only) shall be calculated as follows:-~~

~~$(\text{building permit fee})(\frac{1}{2}) = \text{plan review fee}$~~

~~Remodel building permit fees shall be calculated as follows:-~~

~~$(\text{square foot of proposed remodel area})(\frac{1}{2} \text{ of dollar value per square foot}) = (\text{number})(\text{multiplier for area adjustment}) = \text{remodel building permit}$~~

~~The dollar value per square foot is located within Table A of this chapter.~~

~~Commercial shell only permit fees shall be calculated as follows:-~~

~~$(\text{square foot of structure})(\frac{1}{2} \text{ of dollar value per square foot}) = (\text{number})(\text{multiplier for area adjustment}) = \text{building permit fee}$~~

~~The dollar value per square foot is located within Table A of this chapter.~~

~~(e) — Building permit valuations. If, in the opinion of the building official, the valuation of building alteration, structure, electrical, gas mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing, equipment and other systems, including materials and labor. The permit valuation adjustment shall be limited to 25 percent of the calculated value determined by the building official. Building valuation data is included as Table A in this chapter.~~

~~(f) (e) Mechanical, electrical and plumbing permit fees. Calculated separately per schedule listed on each technical trade application type. Reference Table B for these.~~

~~(g) (f) Occupancy permit fees. \$25.00 When a new tenant occupies an existing space where no construction or remodeling is needed. A new inspection is required after approval from the Cobb County Fire Marshal.~~

~~(h) (g) Demolition permit fees. \$75.00 for any Demolition of a structure.~~

(h) *Reinspection fees.* These shall be calculated as follows: As set forth in the fee schedule adopted by the mayor and council and maintained by the city clerk.

(1) ~~First reinspection~~ \$25.00

(2) ~~Second reinspection~~ 50.00

(3) ~~Third reinspection~~ 75.00

(4) ~~All further reinspections shall be \$100.00 per reinspection.~~

(i) *Reserved.*

(k) ~~Foundation only permits. \$75.00 for any foundation only permit. The permit applicant will be proceeding at his/her own risk until the building permit has been issued.~~

(j) *House moving permit.* ~~\$75.00 for a~~ A permit is required to move or relocate any house or structure either within the City Limits of Kennesaw or outside of the City Limits of Kennesaw. All utilities must be disconnected prior to applying for this permit. All applicable agencies (Kennesaw Police, Kennesaw Public Works, Cobb DOT, Cobb Police, etc.) must approve prior to the house moving permit being issued by the building official.

~~(m)~~ (k) *Mobile home permits.* ~~\$75.00 for a mobile home set-up permit.~~ All applicable utility permits will be issued separately as outlined in ~~(f)~~ (e) above.

~~(n)~~ (l) *Construction trailer permit.* ~~\$50.00 for a construction trailer permit.~~ The zoning department must approve prior to the construction trailer permit being issued by the building official.

~~(o)~~ (m) Any person who violates the provisions of this article shall, upon conviction, be punished as provided in section 1-11, up to the maximum penalty allowed under state law. Each violation shall constitute a separate offense and each day that such violation continues shall constitute a separate offense.

(Ord. No. 2006-06, § 1(18-39), 2-21-06; Ord. No. 2008-22, § 2, 6-16-08; Ord. No. 2017-07, 4-17-17)

SECTION 2. BE IT ORDAINED THAT all ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this ordinance.

SECTION 3. BE IT FURTHER ORDAINED THAT should any section of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. BE IT FURTHER ORDAINED THAT this ordinance shall become 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 January 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

1:3,10,11-2025

MDJ-9535

GPN-16

**NOTICE OF PUBLIC HEARING
CITY OF KENNESAW**

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct a public hearing on January 21, 2025, at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Chapter 18, entitled, "Buildings and Building Regulations", of the Code of Ordinances, so as to amend Section 18-72 of said Chapter regarding fees. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

1:3,10-2025

MDJ-9545

GPN-16

1:3,10,17-2025

MDJ-9535

GPN-16

**NOTICE OF PUBLIC HEARING
CITY OF KENNESAW**

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct a public hearing on January 21, 2025, at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Chapter 18, entitled, "Buildings and Building Regulations", of the Code of Ordinances, so as to amend Section 18-72 of said Chapter regarding fees. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

1:3,10-2025



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: January 13, 2025

TITLE: **Ordinance: Rezoning Request for 2112 & 2114 Old 41 Highway, 1620 North Roberts Road**
 Consideration for approval of an ordinance authorizing a rezoning request submitted by Fabric Housing Acquisitions, LLC for the property located at 2112 & 2114 Old 41 Hwy, and 1620 N. Roberts Rd (20017501190, 20017501210, 20017500210, 20017400080).
 Case #RZ2024-04

Summary:

Said request is to amend the rezoning conditions outlined in Ordinance #2018-10 and #2022-09 on parcels located at 2112 & 2114 Old 41 Hwy and 1620N. Roberts Rd (Parcels 20017501190, 20017501210, 20017500210 & 20017400080). The project consists of 4.547 +/- acres and lies in Land Lot 174, 175 and Tax Parcel 119,121,21 & 8. This public hearing was advertised in the Marietta Daily Journal on October 18, 2024, November 22, 2024, and December 27, 2024, and public notice signs have been posted on site. The Planning Commission, at their regularly scheduled meeting on November 6, 2024, recommended approval of the request to amend the zoning conditions as outlined by the applicant with the conditions that sidewalks be added along the frontage of Old 41 Hwy and N. Roberts Rd. The applicant submitted a letter on January 6, 2025 requesting the January public hearings be postponed to the February 10, 2025, City Council work session and the February 17, 2025, City Council regular meeting.

Recommendation:

Fiscal Impact:

Attachments:

1. RZ2024-04 - Request to Table to 02-2025 PC&M&C - 01-09-2025
2. RZ2024-04_2112 & 2114 Old 41 Hwy_Staff Analysis
3. RZ2024-04_2112 & 2114 Old 41 Hwy_Application_Packet

4. 11-06-24 PC Draft Minutes

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MOORE INGRAM JOHNSON & STEELE

Mr. Darryl Simmons
Zoning Administrator
Department of Community Development
City of Kennesaw, Georgia
Page 2 of 2
January 9, 2025

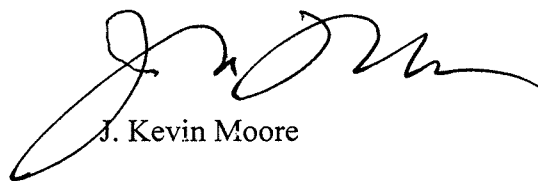
February 10, 2025, and subsequently heard before the Mayor and City Council on February 17, 2025.

As always, we appreciate your professional courtesy in handling of any application and would very much appreciate the opportunity to continue our work to produce a development that achieves the goals of all parties involved.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc

c: Channelle Campbell
Assistant Zoning Administrator/Planner
Department of Community Development
City of Kennesaw
(Via E-mail Only)

Samuel S. Olens, Esq.
Dentons
Attorney for Federal Express
(Via E-mail Only)

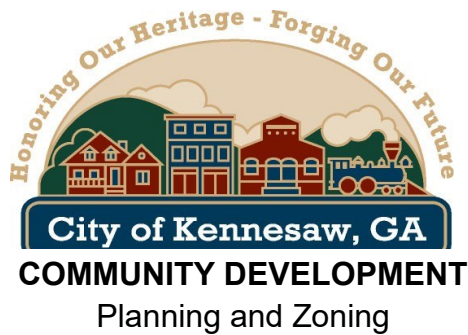
Fabric Housing Acquisitions, LLC
(Via E-mail Only)

ZONING ADMINISTRATOR
DARRYL SIMMONS

**ASSISTANT ZONING
ADMINISTRATOR/PLANNER**
CHANELLE CAMPBELL

CONTACT US

OFFICE: (770) 590-8268
WEBSITE: www.kennesaw-ga.gov
EMAIL: zoningdept@kennesaw-ga.gov



2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
NOVEMBER 18, 2024

PLANNING COMMISSION
NOVEMBER 6, 2024

LEGAL ADVERTISEMENTS
OCTOBER 18, 2024

PUBLIC NOTICE SIGN
OCTOBER 18, 2024

APPLICATION SUBMITTED
SEPTEMBER 19, 2024

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2024-04

Property Addresses

2112 & 2114 Old 41 Hwy; 1620 N. Roberts Rd

Applicant

Fabric Housing Acquisitions, LLC

Representative

Moore, Ingram, Johnson & Steele, LLP - J. Kevin Moore

Property Owner

JLV Kennesaw Crossing, LLC
JLV Kennesaw Mixed Use, LLC

Current Zoning

Planned Village Community (PVC)

Future Land Use Category

Community Activity Center (CAC)

Project Request: Amend rezoning conditions from Ordinance #2018-10 and #2022-09.

[Please see page 5 project request description.](#)

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes

Historic District: No

Cemetery: No **Floodplain:** No **Stream:** No

Parcel ID #: 20017501190, 20017501210,
20017500210 & 20017400080

Land Lot #: 174, 175 **Tax Parcel #:** 119,121,21,8

Land Area: 4.547 +/-



Aerial view of subject property (Cobb Tax Assessor)



Aerial view of subject property (Cobb Tax Assessor)

RECOMMENDATION

Staff Recommendation: **DENIAL**

[Please see page 29 - 30 for basis for recommendation.](#)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2024-04

AERIAL MAP

LOCATION:

The 4.547 +/- acre tract lies at the intersection of Old 41 Hwy and N. Roberts Rd. Surrounding uses to the south zoned county General Commercial (GC), county Low Rise Office (LRO), county Light Industrial (LI) and county Heavy Industrial (HI) with various commercial and office uses including Advance Auto Parts, Loud Security Systems and LGE Community Credit Union. To the north and east are zoned county Light Industrial (LI) with the FedEx Ground Warehouse to the north and office uses to the east. To the west is currently zoned county General Commercial (GC) and county Tourist Services (TS) district with uses including a Shell gas station and Waffle House.

BACKGROUND:

In 2018, the site was rezoned from General Commercial (GC) to Planned Village Community (PVC). The intent of the rezoning was to develop a mixed-use development consisting of a four-five story hotel, two (2) one-story retail building consisting of approximately 22,000 sq. ft, three (3) four-five story multifamily buildings and two (2) office condominium buildings consisting of 9,750 sq. ft.

The applicant submitted a rezoning application in 2022 to amend the master plan approved in 2018. The application requested to replace the hotel requirement with a mixed-use development consisting of 12,000 sq. ft. of ground floor commercial component and multifamily with no more than 208 additional units. The request was approved by Mayor and Council on November 21, 2022 with added stipulations including outdoor plaza spaces, a parking deck with enough spaces to meet the minimum standards found in [section 6.06.09](#) for the multifamily units and square footage of either commercial retail, office and/or eating and drinking establishment and an eight foot multi-use trail.



ADJACENT PROPERTY DETAILS

Surrounding Zoning Dist. and Future Land Use

North: No Street

Zoning: County Light Industrial (LI)

Future Land Use: County Industrial (I)

South: North Roberts Rd

Zoning: County General Commercial (GC), County Low Rise Office District (LRO) and County Heavy Industrial (HI)

Future Land Use: County Community Activity Center (CAC) and County Industrial (I)

East: No Street

Zoning: County Light Industrial (LI)

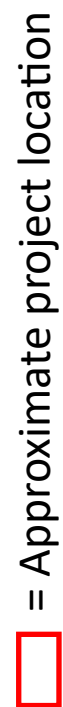
Future Land Use: County Industrial (I)

West: Old 41 Hwy

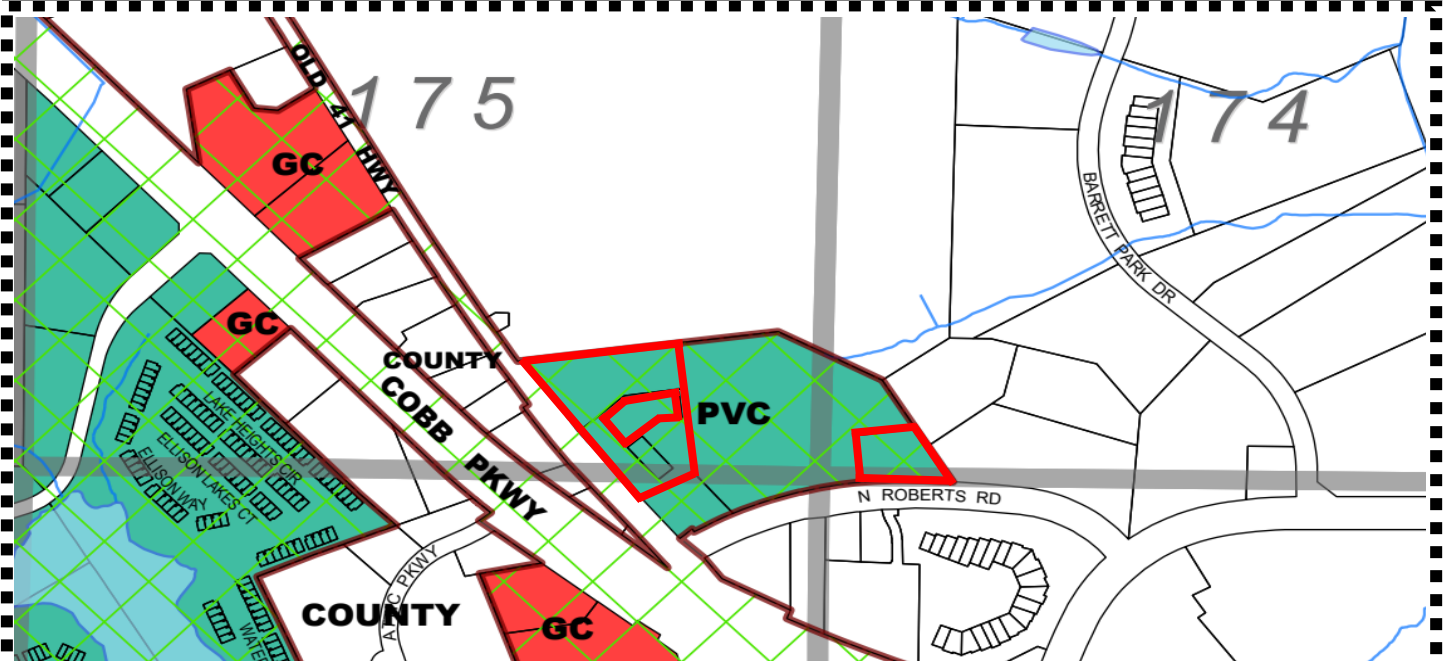
Zoning: County General Commercial (GC), County Tourist Service District (TS)

Future Land Use: County Industrial (I), County Community Activity Center (CAC)

[Please see pages 4 for zoning map.](#)



ZONING MAP



LEGEND

Zoning Districts

NRC	PUD-R	R-20	RA-6
CBD	HGB	NS	PVC
R-30	RM-8	CRC	HI
OI	R-10	R-40	RM-12
FST	LI	PBSH	R-12
RA-4	RM-16	GC	MHP
PSC	R-15	RA-5	UVC

Form Based Code

Open Space
T-3
T-4L
T-4O
T-5

Zoning Overlays

Airport Hazard District
Conservation Subdivision
Historic Districts
Historic Preservation Village
Senior Living

Other

Acworth City Limits
Kennesaw City Limits
Kennesaw Mtn Nat'l Battlefield
Land Lots
Marietta City Limits

The parcels were rezoned from General Commercial (GC) to Planned Village Community (PVC) in 2018. The Planned Village Community district is intended to create a vibrant, pedestrian-friendly commercial area within a village setting. The intent is to promote a mix of retail, dining and service businesses that fosters economic development and balances commercial needs with community focused development.

Per the [section 2.01.04](#) of the Unified Development Code, (1) Projects within the PVC should be designed to compact unified retail centers within the center of the community. (2) Projects developed within the PVC should occupy a quadrant of an intersection and only ingress and egress from a major or collector street or state highway. (3) Additionally, the desired quadrant location will provide for planned developments, one destination shopping, and service locations to serve [the] community, and to minimize traffic congestion.

STAFF ANALYSIS REPORT



ZONING CASE #: RZ2024-04

DESCRIPTION OF ZONING REQUEST

This is a rezoning amendment request to amend the zoning conditions approved under ordinances #2018-10 and #2022-09, specifically eliminating the ground floor commercial requirement and placing the remaining 12,000 sq. ft. of required retail along N. Roberts Rd. The project would eliminate the two office condominium buildings consisting of 9,750 sq. ft.

PROJECT DETAILS

PROPOSED MULTI-FAMILY

Number of Apartment Units: 120

Average Unit Size: 954 SF

Number of Floors: 4

PROPOSED OFFICE RETAIL

12,000 sq. ft. (consists of four 3,000 sq. ft suites)

PROPOSED PARKING DETAILS

Residential - 189 spaces (1.58 space/unit)

Retail Area - 50 spaces (1/200 SF)

Overflow Parking - 7 spaces

PROPOSED TRAIL

8-foot multi-use path

EXISTING COMMERCIAL

10,000 sq. ft. of retail

PROPOSED UNIT COUNT AND AVG. SIZES

# UNITS	BEDROOMS	AVG SF *
64	1-Bedroom	754 SF
48	2-Bedrooms	1,143 SF
8	3-Bedrooms	1,449 SF
120 Units Total		1,115 SF

* Sq. ft. of Heated Space

Pre-Application Meeting

August 15, 2024

Application Submitted

September 19, 2024

Fees Paid

\$375.00

Certified Letters Mailed

October 17, 2024

PROPERTY DETAIL #1

Address: 2112 Old 41 Highway

Parcel ID: 20017501210, 20017500210,

20017501200

Acres: +/- 2.02

Property Owner: JLV KENNESAW MIXED USE LLC

Current Zoning: PVC

PROPERTY DETAIL #2

Address: 2114 Old 41 Highway

Parcel ID: 20017501190

Acres: +/- 2.27

Property Owner: JLV KENNESAW CROSSING LLC

Current Zoning: PVC

PROPERTY DETAIL #3

Address: 1620 N. Roberts Rd

Parcel ID: 20017400080

Acres: +/- 1.10

Property Owner: JLV KENNESAW MIXED USE LLC

Current Zoning: PVC

EXISTING SITE CONDITIONS

The construction of the multi-family known as "The Ellison" was completed in 2021; the project consisted of 3 four story buildings totaling 250 units with singular access from N. Roberts Rd. The same year the construction of a 10,000 sq. ft. retail building was completed on parcel fronting Old 41 Hwy. The site consists of a total of 482 parking spaces; 414 parking spaces for the residential units and 68 for the retail/restaurant component of the project.

SITE SURVEY (MULTI-FAMILY DEVELOPMENT)

ZONING CASE #: RZ2024-04



SITE SURVEY (DENSITY DETAIL)

ZONING CASE #: RZ2024-04

UNIT MIX	DESCRIPTION	BIDS	UNIT RENTABLE AREA		TOTAL PROJECT MIX	BUILDING RENTABLE AREA		TOTAL	4019/8M
			HEATED*	UNHEATED*		HEATED*	UNHEATED*		
1	1 BEDROOM / 1 BATH	1	722 SF	780 SF	15	14,440 SF	15,360 SF	20	15,760 SF
2	2 BEDROOM / 2 BATH	1	746 SF	66 SF	15	23,872 SF	25,584 SF	20	25,664 SF
3	3 BEDROOM / 3 BATH	1	737 SF	66 SF	4	2,946 SF	3,212 SF	4	3,212 SF
4	4 BEDROOM / 4 BATH	1	739 SF	66 SF	0	0 SF	0 SF	0	0 SF
5	5 BEDROOM / 5 BATH	1	804 SF	45 SF	0	0 SF	0 SF	0	0 SF
TOTALS					35	47,662 SF	55,148 SF	44	67,632 SF
6	2 BEDROOM / 2 BATH	2	1,892 SF	66 SF	8	12,864 SF	13,776 SF	12	13,776 SF
7	3 BEDROOM / 3 BATH	2	1,875 SF	66 SF	8	12,864 SF	13,776 SF	12	13,776 SF
8	4 BEDROOM / 4 BATH	2	1,875 SF	66 SF	8	12,864 SF	13,776 SF	12	13,776 SF
9	5 BEDROOM / 5 BATH	2	1,875 SF	66 SF	8	12,864 SF	13,776 SF	12	13,776 SF
TOTALS					20	25,712 SF	27,396 SF	24	28,704 SF
TOTALS					55	73,374 SF	82,544 SF	68	96,336 SF
10	1 BEDROOM / 1 BATH	3	1,440 SF	145 SF	6	8,640 SF	9,330 SF	8	9,330 SF
11	2 BEDROOM / 2 BATH	3	1,440 SF	145 SF	6	8,640 SF	9,330 SF	8	9,330 SF
12	3 BEDROOM / 3 BATH	3	1,440 SF	145 SF	6	8,640 SF	9,330 SF	8	9,330 SF
13	4 BEDROOM / 4 BATH	3	1,440 SF	145 SF	6	8,640 SF	9,330 SF	8	9,330 SF
14	5 BEDROOM / 5 BATH	3	1,440 SF	145 SF	6	8,640 SF	9,330 SF	8	9,330 SF
TOTALS					18	10,800 SF	11,700 SF	24	12,672 SF
TOTALS					73	84,174 SF	94,244 SF	92	109,008 SF
UNIT AVERAGE									

Residential

Zoning: PVC Planning Village Community

Building
-Type V.A Wood Construction
-NFPA 102 Fire Protection@ Residential

Total Sites: Approx. 4.547 Acres

Residential - 4 Story Building
Average Unit Size 954 SF

Residential - 4 Story Building
Building 460 Prototype
60 Units x 1 Building = 60

Building 460L Prototype
60 Units x 1 Building = 60

Total Units - 120 Units

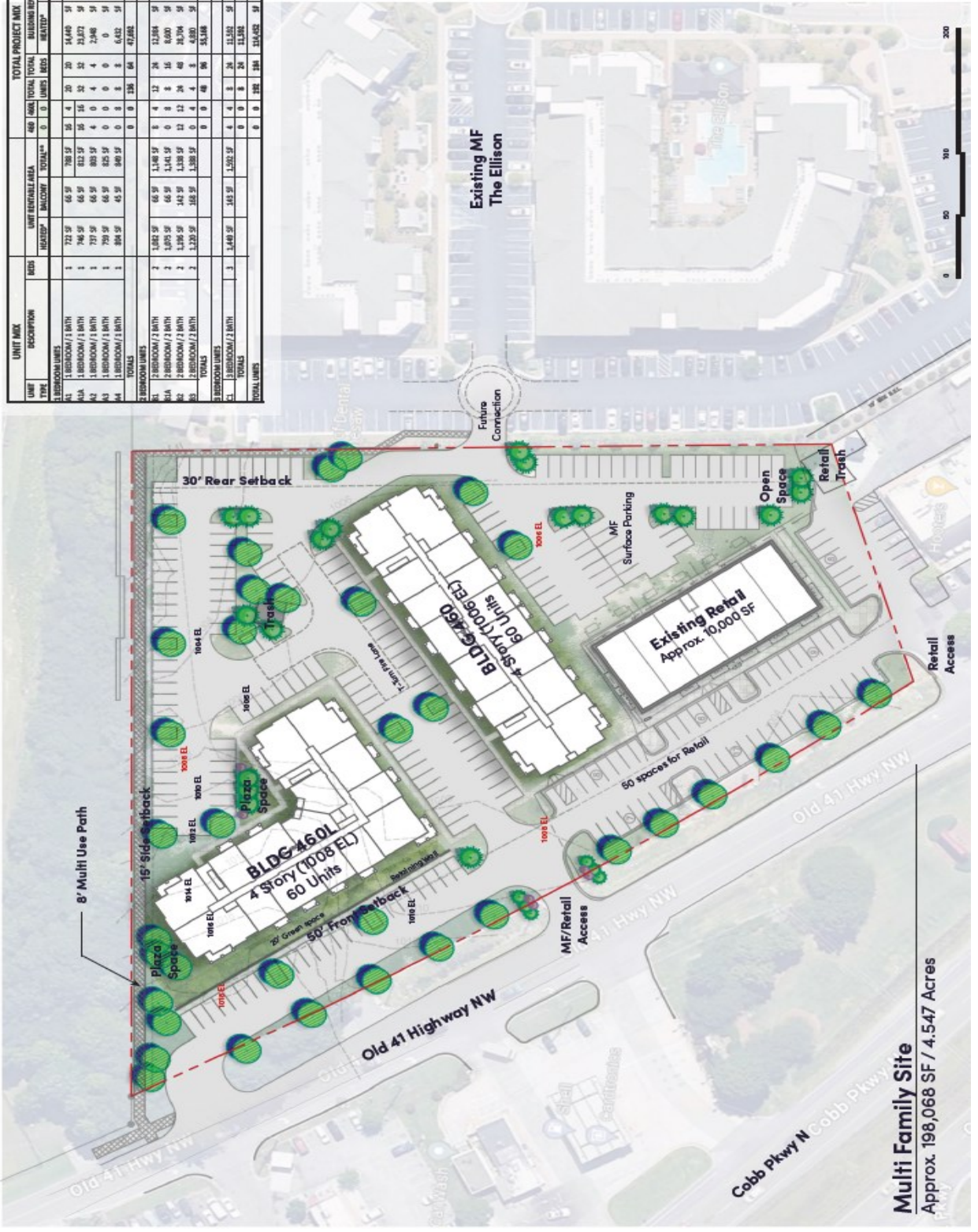
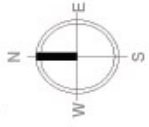
Parking Required:
Residential - 210 spaces (1.75 space/unit)
Multi Family - 175 Spaces per unit

Parking Provide:
Residential - 189 spaces (1.58 space/unit)
189 Surface Parking

Existing Retail Area
Approx. 10,000 SF

Parking Required:
Retail - 80 spaces (1/200 SF)
50 Spaces Parking

Parking Provide:
Retail - 80 spaces (1/200 SF)
Overflow - 7 spaces



Multi Family Site

Approx. 198,068 SF / 4.547 Acres

PROPOSED SITE PLAN - RETAIL BUILDING

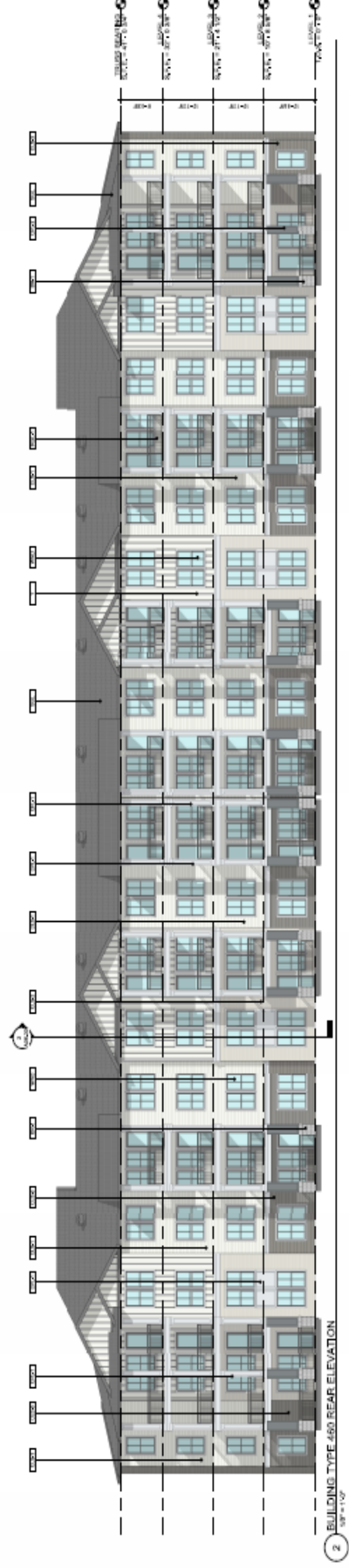
ZONING CASE #: RZ2024-04



PROPOSED RENDERING (PAGE 1 OF 5)

ZONING CASE #: RZ2024-04

REVISIONS	
NO.	DESCRIPTION
1	REVISION: 1.0 - INITIAL DESIGN
2	REVISION: 2.0 - REVISED DESIGN
3	REVISION: 3.0 - REVISED DESIGN
4	REVISION: 4.0 - REVISED DESIGN
5	REVISION: 5.0 - REVISED DESIGN



EXTERIOR FINISH SCHEDULE	
NO.	DESCRIPTION
1	CONCRETE
2	BRICK
3	STUCCO
4	WOOD SHAKES
5	CLAY TILE
6	GLAZED TERRAZZO
7	GLAZED TERRAZZO
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EXHIBIT B

PROPOSED RENDERING (PAGE 2 OF 5)

ZONING CASE #: RZ2024-04



PROPOSED RENDERING (PAGE 3 OF 5)

ZONING CASE #: RZ2024-04

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
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10	REVISIONS TO PERMIT



1 BUILDING TYPE 400 L FRONT ELEVATION
1/8" = 1'-0"



2 BUILDING TYPE 400 L REAR ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE	
NO.	FINISH
1	CONCRETE
2	BRICK
3	STUCCO
4	SHUTTERS
5	BALCONY FLOORS
6	BALCONY RAILINGS
7	ROOFING
8	PAINT
9	GLASS
10	IRONWORK
11	LANDSCAPE
12	LIGHTING
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	HEATING
17	Cooling
18	Acoustic
19	Fire Protection
20	Security
21	Accessibility
22	Historic Preservation
23	Environmental
24	Energy Efficiency
25	Smart Building
26	Green Building
27	Sustainable
28	Resilient
29	Adaptive
30	Inclusive

PROPOSED RENDERING (PAGE 4 OF 5)

ZONING CASE #: RZ2024-04

SECTION	REVISION
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1 BUILDING TYPE 460 L SIDE 1 ELEVATION
1/8" = 1'-0"



2 BUILDING TYPE 460 L SIDE 2 ELEVATION
1/8" = 1'-0"

EXTENSION NOTES	
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PROPOSED RENDERING (PAGE 5 OF 5)

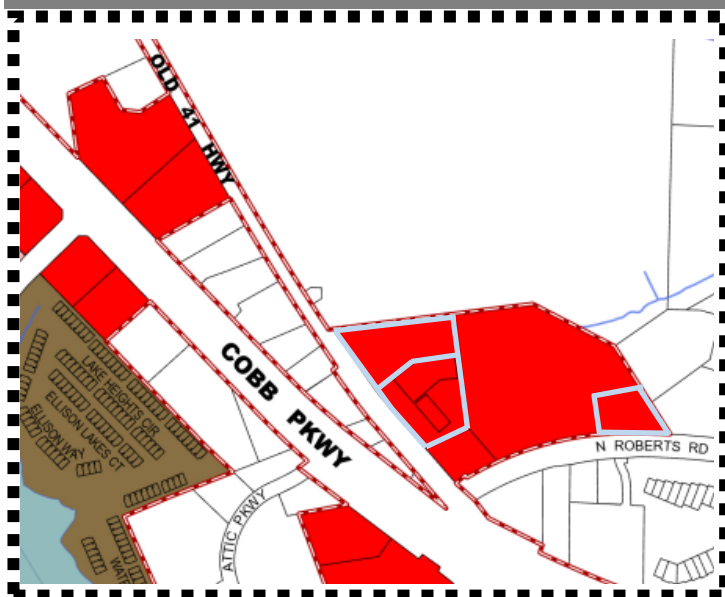
ZONING CASE #: RZ2024-04



STAFF ANALYSIS REPORT

ZONING CASE #: RZ2024-04

2022 COMPREHENSIVE PLAN - AREAS



LEGEND

- NAC - Neighborhood Activity Center
- CAC - Community Activity Center
- DAC - Downtown Activity Center
- RAC - Regional Activity Center
- RL - Residential Low/Medium

FUTURE LAND USE CATEGORY

CAC—COMMUNITY ACTIVITY CENTER

These areas provide services to the community but are not as intense as the Regional Activity Center.

FUTURE LAND USE ANALYSIS

The Comprehensive Plan designates the subject property to the property as Community Activity Center (CAC). The Community Activity Center category aims to meet the immediate needs of several neighborhoods or communities. Encouraged land uses include low to medium intensity office, retail, and commercial services. Community Activity Center land uses are primarily located adjacent to Cobb Parkway with a portion of the Moon Station Road included. Cobb Parkway is home to retail and commercial uses, including strip mall retail centers, automobile services, restaurants and motels.

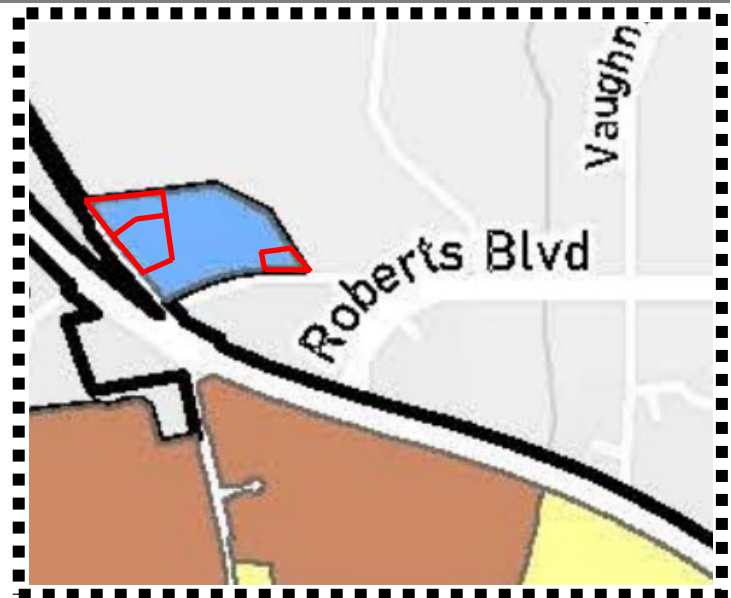
STAFF ANALYSIS REPORT

ZONING CASE #: RZ2024-04

2022 COMPREHENSIVE PLAN UPDATE

Kennesaw Areas

- Barrett and Old 41
- Campus Living
- Cherokee Street Commercial Corridor
- Cobb International Industrial Corridor
- Cobb Parkway Commercial Corridor
- East Pine Mountain Revitalization
- Historic Central Business District
- In-Town Living
- Jiles and Baker
- Kennesaw Due West
- Kennesaw Marketplace
- McCollum Industrial Corridor
- Moon Station Industrial Corridor
- North Cherokee



AREA DESIGNATION

COBB PARKWAY COMMERCIAL CORRIDOR

The Cobb Parkway Commercial Corridor is the most significant commercial corridor in Kennesaw. This approximately two-mile-long section of highway runs southeast to northwest through the lower third of the city limits. The corridor's appearance and function has been affected by vacant structures or structures that are in disrepair. Generally, there are no unifying architectural features, gateways or impressionable spaces or buildings that identify this corridor with a unique sense of place that is characteristic of Kennesaw; however, several segments of this corridor show promise.

AREA DESIGNATION ANALYSIS

The site is located within the Cobb Parkway Commercial Corridor. According to the Area Policy Matrix outlined in the Comprehensive Plan, development in this area should encourage redevelopment projects on multi-parcel basis, encourage a diverse mix of products and services and maintain adequate building and landscaping setbacks that promotes safety and market visibility. The project proposed eliminating the office component of the development and shifting the placement of the retail component from Old 41 Hwy to N. Roberts Rd. The intent of a commercial corridor is to enhance economic development by creating a dynamic environment where businesses can thrive by providing accessible commercial spaces and promoting pedestrian-friendly spaces.

FUTURE LAND USE CATEGORIES

- Regional Activity Center (RAC)
- Commercial Activity Center (CAC)
- Industrial (I)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2024-04

TRANSPORTATION DATA

ROAD #1	AERIAL OF ROAD #1
Roadway Name Old 41 Hwy Roadway Classification Arterials Speed Limit 45 MPH Jurisdictional Control City of Kennesaw Minimum Width of Right-of-Way requirement 100-feet	
ROAD #2	AERIAL OF ROAD #2
Roadway Name North Roberts Rd. Roadway Classification Minor Collectors Speed Limit 35 MPH Jurisdictional Control Cobb County Minimum Right-of-Way Requirement N/A	

STAFF ANALYSIS REPORT



ZONING CASE #: RZ2024-04

ENVIRONMENTAL

Floodplain:

- ☐ Yes
☐ No
☒ Not Verified

Wetlands:

- ☐ Yes
☐ No
☒ Not Verified

Drainage Basin:

- ☐ None
☐ FEMA 100-year floodplain area
☐ Flood Damage Prevention Ordinance¹
☐ Project subject to Cobb County Damage Prevention Requirements
☐ Dam Breach Zone (Upstream)²
☐ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

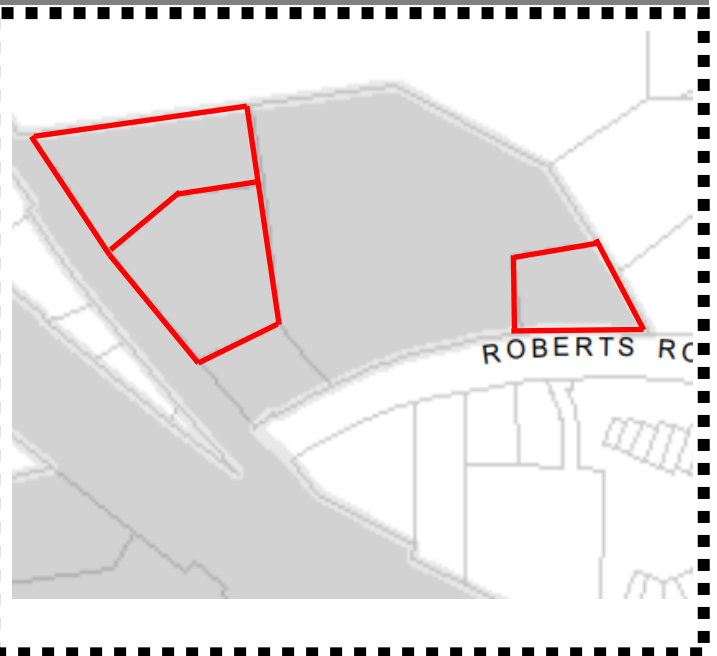
Streams and Creeks:

- ☐ Metropolitan River Protection Area³
☐ Chattahoochee River Corridor Tributary Area⁴
☐ Georgia Erosion-Sediment Control Law and County Ordinance⁵
☐ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
☐ City Stream Buffer Required
☒ No Stream Buffer Required

Public Works Comments:

See page 28 for comments from Public Works.

FEMA FLOOD ZONE MAP



Special Flood Hazard Areas

2018 Flood Zones

- AE
- AE, FLOODWAY
- X, 0.2 Pct Annual Chance
- Land Lots
- Kennesaw City Limits
- Subject Property

ADDITIONAL COMMENTS REGARDING PROJECT:

- Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be resolved in the plan review process.
- Developer will be responsible for connecting to the existing County water and sewer systems, installing and/or upgrading all outfalls and water mains and obtaining on and/or off site easements, dedication of on and/or off site water and sewer to Cobb County, as may be required. Rezoning does not guarantee water/sewer availability/capacity unless so stated in writing by the Cobb County Water System. Permit issuances subject to continued treatment plant compliance with EPD discharge requirements.
- Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

1. Designated flood hazard
2. Need to keep residential buildings out of hazard.
3. Within 2000-feet of the Chattahoochee River. ARC review 35-feet undisturbed buffer each side of waterway.
4. Cobb County review (___-feet undisturbed buffer on each side)
5. State of Georgia and Cobb County review.

STAFF ANALYSIS REPORT



ZONING CASE #: RZ2024-04

ORDINANCE #2022-09 (PAGE 1 OF 11)

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2022-09, 2022

**AN ORDINANCE TO AMEND
CONDITIONS OF REZONING UNDER ORDINANCE #2018-10, 2018
FOR THE PROPERTIES LOCATED AT 2112 & 2114 OLD 41 HIGHWAY
(LAND LOT 175 TAX PARCELS 21, 119 & 121)**

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

WHEREAS, VARNER DEVELOPERS, have submitted an application to amend conditions of rezoning under ordinance #2018-10, 2018 for the properties located at 2112 Old 41 Highway (20017500210), 2112 Old 41 Highway (20017501210) and 2114 Old 41 Highway (20017501190, identified as Land Lot 175 and Tax Parcels 21, 119 & 121 (as more particularly described below). The amendment is to eliminate any mention of a hotel component and replace it with a Mixed-Use Development of approximately 4.316 +/- acres; and

WHEREAS, notice was advertised in the Marietta Daily Journal on October 14, 2022 and October 21, 2022, of a public hearing before the Kennesaw Planning Commission held on November 2, 2022 and the Mayor and Council on November 21, 2022 and;

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on November 2, 2022 and;

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on November 21, 2022

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

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the previously approved zoning conditions under ordinance #2018-10, 2018 to eliminate any mention of a hotel component and replace it with a Mixed-Use Development of approximately 4.316 +/- acres for the following described property:

LEGAL DESCRIPTION OF TOTAL SITE

STAFF ANALYSIS REPORT



ZONING CASE #: RZ2024-04

ORDINANCE #2022-09 (PAGE 2 OF 11)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 174, 175, 206 & 207 of the 20th District, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the northwesterly right-of-way line of North Roberts Road (Variable R/W) with the northeasterly right-of-way line of Old Highway 41 (Variable R/W); thence along said right-of-way line of Old Highway 41 North 41 degrees 0 minutes 19 seconds West a distance of 175.00 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence continue Northwesterly along said right-of-way line North 41 degrees 0 minutes 19 seconds West a distance of 228.69 feet; thence 225.84 feet along an arc of a curve to the right, said curve having a radius of 1,730.66 feet and a chord bearing and distance of North 37 degrees 9 minutes 39 seconds West 225.68 feet to a point; thence North 33 degrees 56 minutes 58 seconds West a distance of 204.43 feet to a point; thence leaving said right-of-way line North 82 degrees 49 minutes 6 seconds East a distance of 517.77 feet to a point; thence North 82 degrees 49 minutes 6 seconds East a distance of 330.25 feet; thence South 62 degrees 34 minutes 4 seconds East a distance of 399.48 feet to a point; thence South 32 degrees 12 minutes 32 seconds East a distance of 436.81 feet to a point on said right-of-way line of North Roberts Road; thence along said right-of-way line the following courses and distances: North 87 degrees 10 minutes 20 seconds West a distance of 40.43 feet to a point; thence North 88 degrees 37 minutes 55 seconds West a distance of 127.46 feet to a point; thence 585.79 feet along an arc of a curve to the left, said curve having a radius of 1,334.05 feet and a chord bearing and distance of South 78 degrees 0 minutes 15 seconds West 581.09 feet to a point; thence North 41 degrees 22 minutes 57 seconds West a distance of 175.98 feet to a point; thence South 62 degrees 41 minutes 20 seconds West a distance of 197.70 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 13.52 acres more or less.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning conditions under ordinance #2018-10, 2018 with the following stipulations adhered to with this rezoning as follows:

STIPULATION AMENDMENT OVERVIEW

All zoning stipulations under ordinance #2018-10 shall remain in effect; however, any reference to a hotel shall be replaced with a Mixed-Use Development of approximately 4.316 +/- acres, referred to as "Mixed-Use Development (4.316 +/- acres)" and consists of the following:

1. Multi-family residential of type IIIA construction with a maximum number of 208 units with the average unit size consisting of 975 square feet.
2. A minimum of 12,000 square feet of ground floor retail commercial
3. Outdoor plaza spaces as shown on the site plan prepared by Niles Bolton Associates and dated on October 19, 2022.

STAFF ANALYSIS REPORT



ZONING CASE #: RZ2024-04

ORDINANCE #2022-09 (PAGE 3 OF 11)

4. A minimum of 6,000 square feet for leasing and amenity space for the multi-family residential.
5. A parking deck with enough spaces to meet the minimum standards found in section 6.06.09 for the number of multi-family units and the square footages of either commercial retail, office and/or eating and drinking establishments. Surface parking, as shown on the site plan, may count towards meeting this requirement.
6. Pedestrian access points connecting the proposed mixed-use development with the existing multi-family apartments.
7. An eight-foot multi-use trail.

Varner Developers and FedEx shall come to an agreement on how to reduce or eliminate any chance of noise and light pollution from the FedEx facility spilling over onto the proposed Mixed-Use Development to ensure protection of all parties involved.

STIPULATIONS APPLICABLE TO THE OVERALL MIXED-USE DEVELOPMENT

1. The revised stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions in whatsoever form, which are currently in place concerning the Subject Property.
2. Varner Developers seek to rezone the Subject Property from GC to PVC in order to allow for the development and construction of a Mixed-Use Development in substantial conformity to the current revised site plan prepared by Planners and Engineers Collaborative, which is being submitted concurrently herewith.
3. The Subject Property consists of an approximate 13.52-acre tract of land, which shall be developed as a Mixed-Use Development including the components mentioned below with ancillary and permitted uses allowed under and pursuant to the PVC Zoning District, as follows:
 - a. A four-five story Hotel which will accommodate approximately 140 guest rooms with associated parking and commensurate amenities. A Mixed-Use Development (4.316 +/- acres) including the components mentioned above with ancillary and permitted uses allowed under and pursuant to the PVC Zoning District.
 - b. Two (2) one-story Class "A" Retail buildings consisting of a total amount of approximately 22,000 sq. ft. of Retail Commercial Space.
 - c. Three (3) four-five story Multi-Family buildings consisting of a total number of 274 Class "A", highly amenitized luxury Multi-Family homes.
 - d. Two (2) Office Condominium buildings consisting of a total 9,750 sq. ft. and consisting of approximately seven (7) Office Condo units ranging from 1,250 sq. ft. to 1500 sq. ft.
 - e. The positioning of future pedestrian connectivity to the Noonday Trail and other City and/or TCCID-planned pedestrian linkage and infrastructure.
4. Varner Developers shall be the Master Developer and will be involved with all aspects of the development including, but not limited to, all of the components located therein.
5. Concurrently with the issuance of final Certificates of Occupancy regarding the Multi-Family component, Varner Developers shall secure permits and commence the vertical construction of at least one of the two proposed retail buildings regarding the proposed Retail component as shown on the revised site plan.

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In addition, prior to the issuance of the final Multi-Family Certificates of Occupancy for the Multi-Family Development (4.316 +/- acres), Varner shall update the Master Protective Covenants for the Mixed-Use Development which shall include all phases. The Master Association will ultimately be responsible for the oversight, upkeep and maintenance of all entrance areas, common areas, community buildings and structures, open space areas, pedestrian connectivity and similar features contained within the overall Mixed-Use Development.

Varner Developers, shall guarantee (up to \$150,000.00) of the sums necessary for the demolition of the entirety of the shopping center, either within twenty-four (24) months from the Rezoning/Entitlement and/or prior to the issuance of Certificates of Occupancy regarding the Multi-Family component, whichever occurs first. If, for whatever reason, Varner Developers does not demolish the entirety of the existing shopping center within that time frame, then the City of Kennesaw shall be authorized to demolish the totality of the shopping center and place a lien on the retail and hotel components in an amount commensurate with the costs of demolition and associated remedial costs.

Varner Developers, upon the rezoning and entitlement of the Subject Property, either within twenty-four (24) months from the date of approval or prior to the issuance of Final Certificate of Occupancy permits for the Multi-Family component, whichever event first occurs, shall provide the City of Kennesaw with documentation which confirms that binding agreements with all existing tenants are in place reflecting the fact that the tenants' respective leases will terminate within a time frame which ensures that the entire shopping center (which solely references the multi-tenant building and NOT Hooter's Restaurant) will be demolished in its totality.¹

6. Prior to the issuance of the final Multi-Family Certificate of Occupancy, Varner Developers shall submit Master Protective Covenants for the Mixed-Use Development, which shall include all phases. Currently therewith, Master Association documents shall be submitted which will include all components of the proposed development. The Master Association will ultimately be responsible for the oversight, upkeep and maintenance of all entrance areas, common areas, community buildings and structures, Open Space areas, pedestrian connectivity and similar features contained within the overall Mixed-Use Development.
7. The Master Association shall have Architectural Design Regulations and other usual and customary Covenants and Restrictions to protect the quality and integrity of the Mixed-Use Development's architecture.
8. The architectural style and composition regarding the Mixed-Use Development shall be in reasonable conformity to the architectural renderings/elevations/photographs (depicting all components) which were submitted concurrently with the Applications on April 26, 2018 and May 1, 2018, respectively.

In addition, the architectural style and composition regarding the Mixed-Use Development (4.316 +/- acres) shall be in reasonable conformity to the architectural renderings/elevations/photographs (depicting all components) which were submitted concurrently with the Application on September 16, 2022. However, Varner will submit (under separate cover) renderings/elevations ("Imagery") depicting the

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architectural style and composition of the vertically-integrated components as seen from Old 41 Highway.

¹ The shopping center which is currently located on the Subject Property has experienced deferred maintenance, upkeep and attention. Many of its tenants operate businesses which are problematic on various levels and which, generally, do nothing to aesthetically enhance the Subject Property which is considered a "Gateway" to the City of Kennesaw.

In addition to the foregoing, the Multi-Family component's architectural style and composition (both interior and exterior) shall be in reasonable conformity to the photographs and additional imagery, which were submitted under separate cover on May 29, 2018.

9. Varner Developers agree to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the current revised site plan. Additionally, Varner Developers agree to comply in all respects with the City's specifications concerning such infrastructure improvements, which are interior to the Mixed-Use Development.
10. Entrance signage shall be ground-based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the Mixed-Use Development. Said signage may include building-attached, vertical marquee signage and other signage allowed under and pursuant to the City of Kennesaw Sign Ordinance. There shall be no temporary signs except for "Grand Opening" signage and signage indicating the coming development.
11. The entrance areas of the Mixed-Use Development shall be professionally designed, landscaped, maintained, irrigated and themed to the architectural style and composition of the proposed development.
12. Lighting with the proposed Mixed-Use Development shall be environmentally sensitive, decorative and themed to the architectural style and composition of the respective components of the development. Every effort shall be made to make all lighting as unobtrusive as possible.
13. All setback and buffer areas may be penetrated for purposes of grading, detention, utilities and storm water management as long as such encroachments satisfy City of Kennesaw developmental regulations and requirements.
14. All streets within the interior of the proposed Mixed-Use Development shall be private and shall be owned and maintained by Varner Developers and/or its successors in title and responsibility.
15. The granting of the following concurrent variances:
 - a. A reduction in the required parking spaces for high-rise Multi-Family luxury homes from 2.0 spaces per unit to 1.59 spaces per unit, which provides a minimum parking space count of 436 spaces.
 - b. A waiver of overall required parking spaces (parking ratio requirements) within the balance of the subject property to be reduced from 867 total spaces to 710 total spaces (a 6% reduction in required parking).
 - c. A reduction of the major side setback from twenty-five feet (25') to twenty feet (20').

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According to the Project's Multi-Family Developer and consistent with other information gleaned from the operational aspects of Multi-Family Communities in general, a parking ratio of 1.4 - 1.7 parking spaces per unit is sufficient for Multi-Family residents and guests. More specifically, Newport Developer Partners, LLC ("Newport") has stated that its last two Urban Multi-Family Communities were parked at 1.4 -1.41 parking spaces per unit, respectively. Newport's latest surfaced parked developed property is Aldridge Town Village, which is located just north of Town Center Mall. The parking ratio at that particular property is 1.50 for a Multi-Family Luxury Home Development at a density of 30 units per acre.

Ideally, the Multi-Family parking ratios which Newport currently uses provide 1.5 spaces for 1 bedroom homes, 1.75 spaces for 2 bedroom homes and 2.0 spaces for 3 bedroom homes. With Newport's anticipated mix of homes, that yields an overall ratio of 1.63 parking spaces per unit; however, alternatively, Newport also uses a ratio of 1.0 space per bedroom, which results in a 1.50 parking ratio per unit for its anticipated mix.

Evidently, current market indicators and trends are pointing in the direction of less parking rather than more parking particularly in light of ride services (such as Uber, Lyft, etc.) proliferating and the notable aversion of "millennials" concerning the ownership of cars makes sense of having less parking spaces for the overall development and less parking for the Multi-Family Community. Therefore, rather than establishing a "hardship" in connection with the granting of the requested parking ratio variances, it is important to note that the granting of said variances will not set an adverse precedent (and, in fact, are pointing the other way to the future) and do not impair the purpose, spirit and intent of the City's Zoning Ordinance regarding parking ratio requirements.²

16. Notwithstanding anything herein to the contrary, the maximum number of residential units shall not exceed 274 units and no more than 208 units for the proposed 4.316 +/- acre Mixed-Use Development.

17. Minor modifications to the within and foregoing stipulations/conditions, lighting, landscaping, signage, architecture, site fixtures and the like may be approved by the City's Planning and Zoning Administrator or his designee as needed or necessary.

18. In the event that Varner Developers does not close on the Subject Property; is determined to be undevelopable by Varner Developers; or, if at least one (1) developmental permit is not issued within a twenty-four (24) month period from the date of approval by the by the Mayor and City Council then the Subject Property's zoning classification shall revert to its current classification of GC without further action by the City of Kennesaw or the owner of the Subject Property.

19. Compliance with recommendations from the Manager of Cobb County International Airport ("McCollum Field") with respect to the height of buildings and construction equipment (such as cranes, etc.) utilized in connection with the construction of the Mixed-Use Development.

20. Recognizing the complexity, costs and developmental challenges associated with the development of Kennesaw Crossing, the City has indicated that it will consider

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subsequent requests by Varner Developers, together with supporting documentation and evidence to sufficiently demonstrate:

- i. "But -for" the requested incentives, Varner Developers' project would have difficulty going forward;
- ii. Positive economic impact for the City of Kennesaw; and,

² Without a doubt, the consensus among Multi-Family Developers is that parking problems are untenable with the result being that proximity to the targeted demographics' luxury Multi-Family residences is much more important than the extra parking which historically goes unused. Finally, the positioning, configuration and number of parking spaces is a critical design issue inherent with all High-End Multi-family Communities and the Developers of those Communities.

- iii. Any other such material as may be reasonably required by the City of Kennesaw. However, nothing contained herein shall be construed to legally obligate the City of Kennesaw to provide any incentives for Varner Developers' proposed project.

21. Varner Developers agree to voluntarily convey and donate an easement in perpetuity to allow the construction of the Multi-Use Trail as shown on the revised site plan submitted concurrently herewith in order to ensure connectivity between Old Highway 41 and North Roberts Road, traversing the Subject Property, in order to ultimately connect to the Noonday Creek Trail System.

STIPULATIONS APPLICABLE TO THE NON-RESIDENTIAL COMPONENTS OF THE PROPOSED MIXED-USE DEVELOPMENT

1. Varner Developers propose a Hotel a Mixed Use Development (4.316 +/- acres) as stated verbatim in the "Stipulations Amendment Overview" section, Retail and Office Condo Space by utilizing the Mixed-Use Concept by varying facades, roof elevations and other aesthetically pleasing treatments in substantial conformity to the architectural renderings/elevations/ photographs & other imagery which were mentioned hereinabove and is attached.
2. The architectural style and composition shall be substantially similar to the architectural renderings/elevations and imagery or as may be approved during the Plan Review Process. It is understood that said architectural imagery is conceptual in nature and shall be refined, clarified and focused as the Mixed- Use Development proceeds through the Plan Review Process. Additionally, it is also understood that the positioning of certain components of the architecture; for example, windows, and patios and other such features, etc. may be revised during the final Plan Review Process as well.
3. The proposed Non-Residential components shall include a flexible mix of Hotel, a Mixed Use Development (4.316 +/- acres), Commercial, Retail and Office Space which will also include ancillary Commercial type uses for the Multi-Family Residential component (consisting of Leasing Offices, Recreational Amenities, Business Center, etc.).
4. Landscaping for the proposed development shall be pursuant to a specific landscape plan, which shall be submitted during the Plan Review Process, with reference being

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- made to said landscape plan for more particular delineation and location of the plantings and species to be planted.
5. Parking area lighting shall be a maximum height of thirty feet (30') and shall be environmentally sensitive, energy efficient, horizontal cut-off luminaries, which will eliminate light pollution in order to prevent illumination from penetrating outside of the boundaries of the Subject Property.
 6. Hooded security lighting shall be utilized on the buildings within the Non-Residential areas as required by Kennesaw Developmental Regulations.
 7. Varner Developers agree to install and construct site lighting to a site lighting/ photometric plan, which shall be submitted to the City Staff for review and approval during the Plan and Review Process.
 8. Dumpsters will be positioned so as to prevent visual intrusion from streets, connection points to the community spaces and, wherever possible with screening by landscaping, walls and/or vegetation. Dumpsters shall have rubber lids and bumpers to minimize noise during their emptying. At grade trash compaction shall also be allowed and screened as appropriate.
 9. Any exhaust from restaurant facilities, which may be constructed, shall be filtered and/or attenuated to minimize odors.
 10. There shall be no outdoor paging system, phone bells or loud speakers. However, outdoor music systems and outdoor musical performances shall be allowed.
 11. The following uses shall be prohibited:
 - a. Video arcades as a primary use.
 - b. Adult themed book and novelty stores as a primary use.
 - c. Automotive sales, repair and/or service facilities.
 - d. Movie theaters.
 - e. Gas stations and convenience stores with gas sales.
 - f. Pawn shops.
 - g. Automotive wash service.
 - h. Boat sales and repairs.
 - i. Boarding and breeding kennels.
 - j. Dry cleaning plants.
 - k. Farm equipment sales and service.
 - l. Lumber, hardware and other building material establishments.
 - m. Mobile home and travel trailer sales.
 - n. Motorcycle sales and service.
 - o. Check cashing establishments.
 - p. Service stations.
 - q. Station terminals for bus and/or rail passenger service.
 - r. Taxi stands.
 - s. Tattoo parlors.
 - t. Massage parlors.
 - u. Pool halls.
 - v. Package stores (except within the context of wine/spirits sold in a market or specialty shop).
 12. The Non-Residential components will include pedestrian walkways between the proposed buildings and throughout the parking area subject to review and approval by the City's Staff. There will be pedestrian connectivity between the Non-Residential and the Residential components, including sidewalks along the Subject Property's

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respective frontages on North Roberts Road and Old Highway 41 and the use of a multi-use path/trail as shown on the revised site plan and as mentioned above.

STIPULATIONS APPLICABLE TO THE RESIDENTIAL (MULTI-FAMILY LUXURY HOMES) COMPONENT OF THE PROPOSED MIXED-USE DEVELOPMENT

1. Within the Residential area of the proposed Mixed-Use Development (9.0± acres) there shall be a total maximum number of 274 highly amenitized Class A Luxury Multi-Family Homes.

Within the Residential area of the proposed Mixed-Use Development (4.316 +/- acres) there shall be a total maximum number of 208 highly amenitized Class A Luxury Multi-Family Homes, in addition to the stipulations as outlined below.

2. The proposed Residential Community shall have state of the art recreational facilities and amenities for the use and enjoyment of its residents as follows:
 - a. Conveniently located pool area, which will include a clubhouse, which will feature a lounge and flex coffee-style bar area.
 - b. A fitness center which will be fully equipped and which shall contain a separate yoga studio.
 - c. An outside courtyard and connectivity to existing and planned pedestrian connectivity by virtue of multi-use sidewalks and TCCID's existing or proposed Circulator Route.
 - d. Bicycle racks and storage.
 - e. Pet spa and dog walk area.
 - f. Controlled/gated vehicular and pedestrian access.
3. Floor plans and finishes within the Multi-Family homes shall consist, at a minimum, of the following:
 - a. A minimum of 9 feet ceiling heights from floor to finished ceilings and greater and a minimum of 10 feet between floors.
 - b. Wood framed cabinetry or its equivalent.
 - c. Enhanced granite, Corian, marble or other solid surface countertops.
 - d. High-end appliances consistent with luxury apartment and condominium finishes.
 - e. Deep stainless-steel kitchen sinks.
 - f. Wood-inspired plank flooring throughout.
 - g. Spacious, open floor plans including spacious walk-in closets.
 - h. High-speed internet wiring in all units.
 - i. Upgraded lighting package throughout each unit.
 - j. Brushed nickel or chrome bathroom and kitchen fixtures.
 - k. Wood-inspired plank flooring in all bathrooms and laundry rooms. Also, tile tub surround and tile showers in select units.
 - l. Window treatments throughout the units to present a uniform appearance.
 - m. First class landscape and hardscape throughout the proposed developed.
 - n. Energy efficient construction, which will meet and exceed the Georgia Energy Code.
 - o. Double paned, insulated windows in all units; and
 - p. Controlled access to buildings, parking and amenity areas.

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4. The leases concerning the luxury Multi-Family homes shall not include any provisions for indemnification, financial assistance or any other components requiring the signature of a Guarantor.
5. The overall lighting within the proposed development shall be environmentally sensitive, decorative and themed to the architectural style and composition of the buildings
6. Pedestrian lighting style and concept will be subject to review and approval by the Planning and Zoning Administrator during the Plan Review process. Additionally, hooded lighting shall be utilized on the buildings and throughout the walkways and surface parking areas.
7. Signage for the proposed development shall be ground-based, monument style and shall be constructed in the style and of the materials, which are complimentary to the proposed architecture as aforementioned and shall include vertical, building-attached marquee-type signage.
8. Compliance with recommendations from the City Engineer and Public Works Director with respect to hydrology, detention and downstream considerations.
9. Compliance with recommendations from the City Engineer and Public Works Director with respect to traffic and transportation issues. Additionally, compliance with the recommendations from the Traffic Assessment/Traffic Impact Study ("TIS") prepared by Calyx Engineers which was submitted under separate cover on May 29, 2018. Additionally, compliance with the following:
 - a. The construction of deceleration lanes and a dedicated and turning lanes as recommended by Calyx's TIS and based upon local City of Kennesaw standards.
 - b. Points of ingress/egress to the site with respect to turning movements shall follow the recommendations of Calyx Engineers with ultimate review and approval by the City of Kennesaw Staff.
10. All construction and employee vehicles and equipment will be parked and otherwise located on the Subject Property during the development of infrastructure and construction of the buildings unless agreements with adjacent property owners are negotiated.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained.³
12. All landscaping referenced herein shall be approved by the City of Kennesaw Arborist as a part of the Plan Review process and incorporated into the overall landscape plan for the proposed development.
13. All utilities servicing units within the proposed development shall be located underground.
14. Any retaining walls exposed to public rights-of-way or adjacent properties shall be faced with hard surfaced materials such as brick, stone, stacked stone and/or split-faced segmented block wall.
15. Any sidewalk, curb or guttering damaged or destroyed during construction shall be repaired or fully replaced during the completion of the project.

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³ The Multi-Family luxury home Developer is Newport Developer Partners, LLC and its President/ CEO, Robert F. Krause, Jr. As he did as a Principal of Post Properties, Mr. Krause and Newport will ensure the installation of compelling landscaping including colorful seasonal plantings and indigenous vegetation.

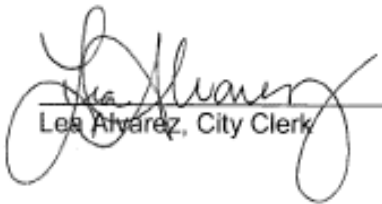
SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase are declared to be unconstitutional or invalid, it shall not affect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

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

PASSED AND ADOPTED by the Kennesaw City Council on this 21st day of November 2022.

ATTEST:

CITY OF KENNESAW:


Lea Alvarez, City Clerk




Derek Easterling, Mayor

STAFF ANALYSIS REPORT



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PLANNING AND ZONING

Site Visit:

☒ Yes
☐ No

Staff Member:

Name: Chanelle Campbell
Date of Visit: 10/24/24

Land Use Recommendation:

Mixed – use development is compatible

Historic Preservation:

Not in the historic district

Cemetery Preservation:

No cemeteries on site; however site is located adjacent to the Roberts Cemetery in Cobb County.

Variance Approved in 2018 for the following:

- Reduction of parking from 2.0 to 1.59
- Reduction of overall parking for the entire site from 867 to 710 spaces
- Reduction of major side setback from 25 feet to 20 feet

DEPARTMENT COMMENTS

ENGINEERING:

No Comments

PUBLIC WORKS:

- Old Hwy 41 Improvement - per approved site plan in 2019, commercial site will include paving overlay Old 41 Hwy in required areas.

BUILDING SERVICES:

No Comments

COBB COUNTY FIRE:

None provided

COBB COUNTY WATER:

None provided

STAFF ANALYSIS:

The applicant, Fabric Housing Acquisition, LLC is requesting to amend the rezoning conditions on parcels 20017501190, 20017501210, 20017500210 & 20017400080. In 2018, Mayor and Council approved the rezoning of the parcels from General Commercial (GC) to Planned Village Community (PVC) with the intent of developing a mixed-used development. The proposal included a four-five story hotel, two (2) one story retail buildings consisting of approximately 22,000 sq. ft. retail commercial space, three (3) four-five story multi-family buildings consisting of 274 units and two (2) office condominium buildings consisting of a total of 9,750 sq. ft.

In 2022, the applicant received approval from Mayor and Council to amend the initial rezoning conditions eliminating the hotel stipulation from the development and replacing it with a mixed-used development to consist of:

1. Multi-family residential of type IIIA construction with a maximum number of 208 units with the average unit size consisting of 975 square feet.
2. A minimum of 12,000 square feet of ground floor retail commercial
3. Outdoor plaza spaces as shown on the site plan prepared by Niles Bolton Associates and dated on October 19, 2022. (Exhibit A, Please see page 31)
4. A minimum of 6,000 square feet for leasing and amenity space for the multifamily residential
5. A parking deck with enough spaces to meet the minimum standards found in section 6.06.09 for the number of multi-family units and the square footages of either commercial retail, office and/or eating establishments. Surface parking as shown on the site plan, may count towards meeting this requirement.
6. Pedestrian access points connecting the proposed mixed-use development with existing multi-family apartment.
7. An eight foot multi-use trail.

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The submitted application requests the elimination of ground retail from the proposed mixed used development fronting Old 41 Hwy and the relocation of the required 12,000 sq. ft. retail component to parcel with frontage on N. Roberts Rd. The new proposal includes eliminating the two office condominium buildings totaling 9,750 sq. ft. and reducing the number of proposed multifamily units from 208 to 120, with an average unit size of 954 sq. ft.

Old 41 Hwy falls within the Cobb Parkway Commercial Corridor intended to enhance economic development by creating a dynamic environment where businesses can thrive by providing accessible commercial spaces and promoting pedestrian-friendly spaces. The corridor aims to provide accessible commercial spaces and promote pedestrian-friendly areas. It is characterized by multi-parcel redevelopment projects that encourages a diverse mix of products and services while maintaining adequate building and landscaping setbacks to promote safety and market visibility.

Historically, the development pattern along both Cobb Parkway and Old 41 Hwy has been commercial, with office and retail services fronting both sides of these roadways. According to [section 2.01.04.08](#), the Planned Village Community (PVC) zoning district is intended for planned developments serving as destination shopping and service locations for the community and aimed at reduce traffic congestion.

Old 41 Hwy hosts a variety of retail and commercial uses, including retail centers, automobile services, restaurants and office spaces. The development of residential units along Old 41 would be contrary to the existing development pattern of retail, commercial, and office space currently in place; for these reasons, staff recommends denial of the proposed amendments to the master plan.

ZONING ADMINISTRATOR'S RECOMMENDATION: **DENIAL**

Based on the findings outlined in the analysis section of this staff report, City staff recommends **denial** to amend the zoning conditions as outlined in the request case #RZ2024-04.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at their regularly scheduled meeting on November 6, 2024 recommended approval of the request to amend the zoning conditions as outlined by the applicant with conditions that sidewalks be added along the frontage of Old 41 Hwy and N. Roberts Rd.

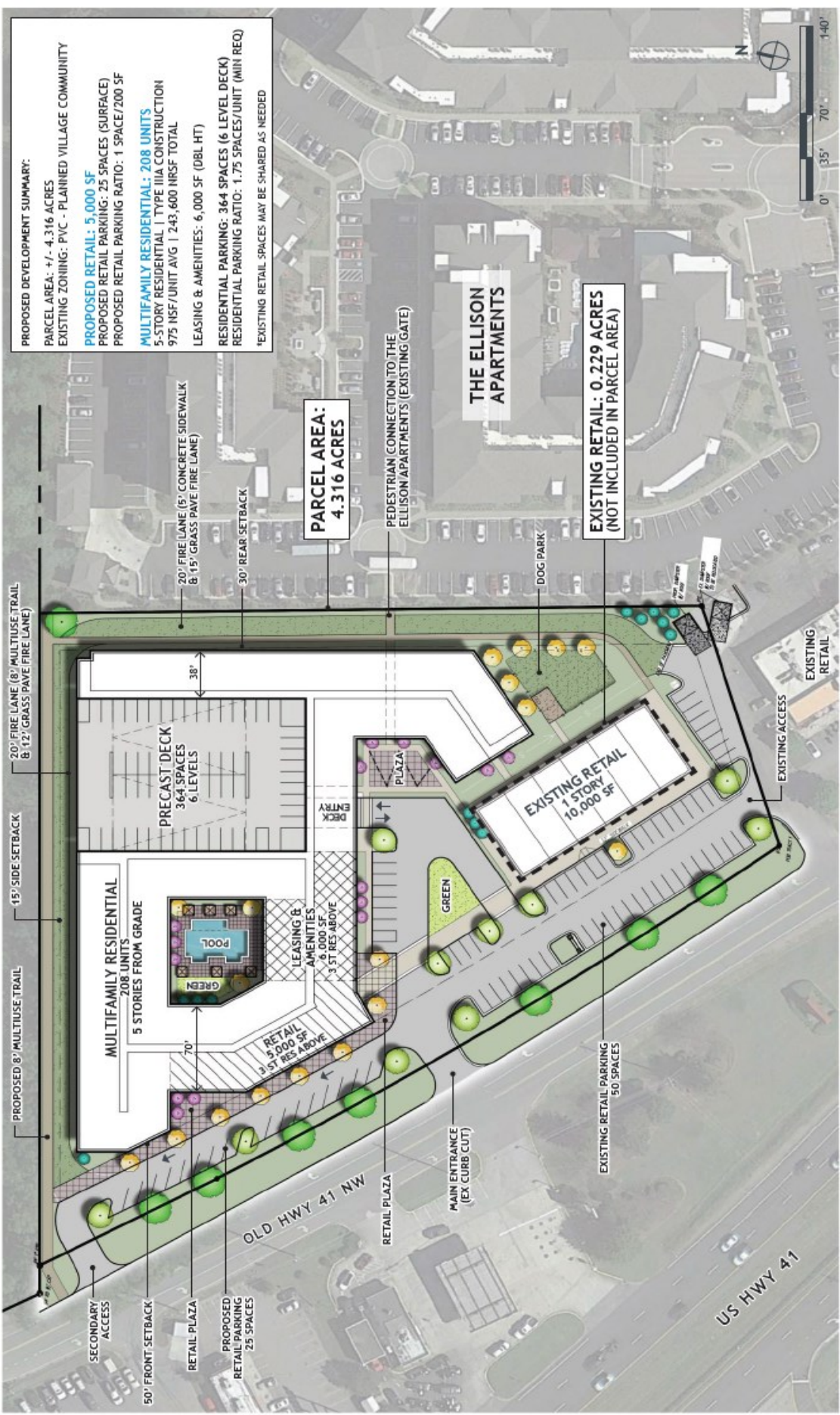
MAYOR AND COUNCIL DECISION:

To be determined on January 21, 2025

APPENDIX A - ORD #2022-09 PROPOSED SITE PLAN

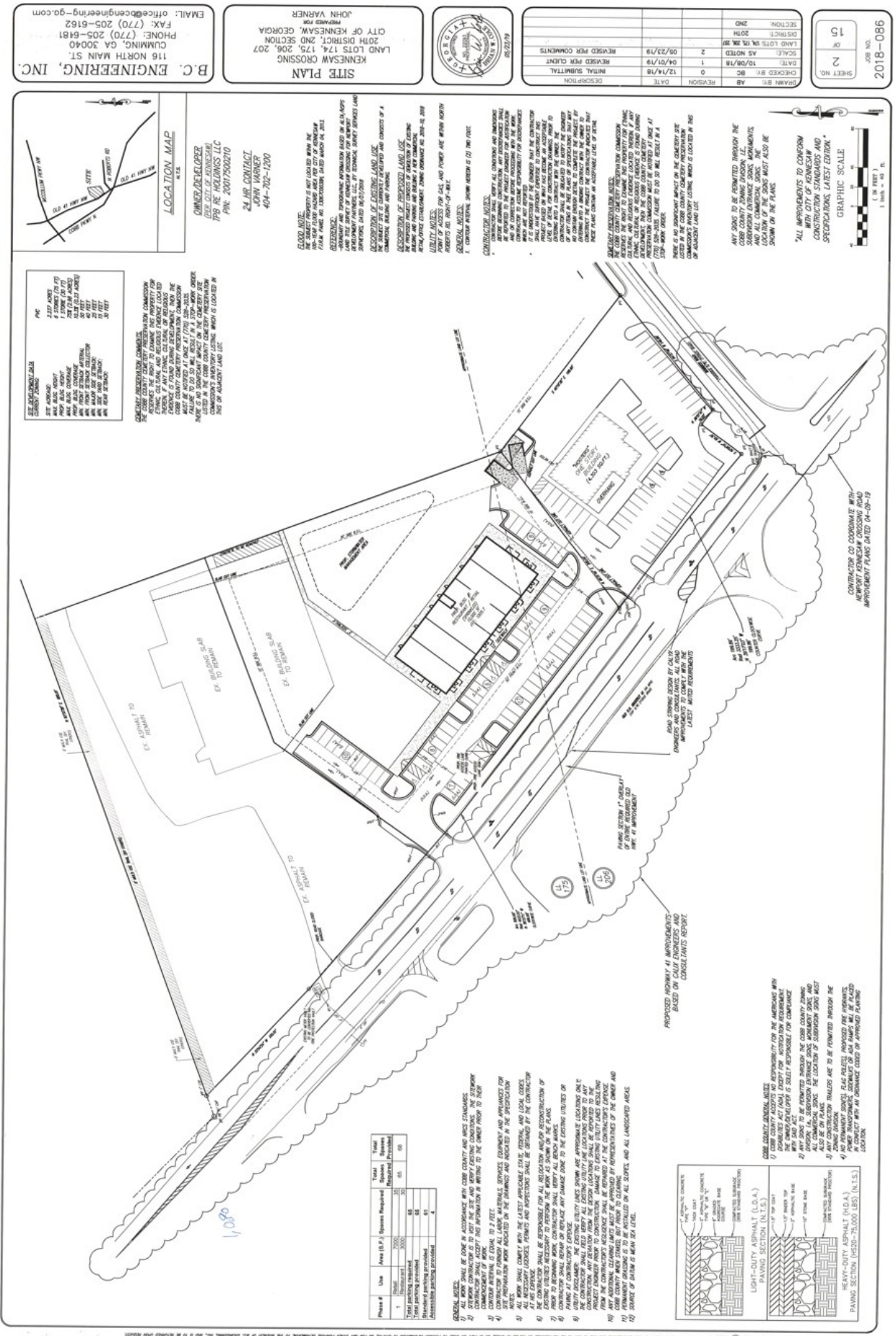
ZONING CASE #: RZ2024-04

Conceptual Site Plan Kennesaw Crossing Mixed-Use | Kennesaw, GA



APPENDIX B - APPROVED COMMERCIAL SITE PLAN

ZONING CASE #: RZ2024-04





REZONING APPLICATION

Required Fee \$375.00

Date Received 09/19/2024

Staff's Initials CMC

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

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

Date of Consultation 08/14/2024; 09/13/2024

Staff's Initials _____

REZONING PROPERTY ADDRESS 2112 & 2114 Old 41 Highway; 1620 N. Roberts Road

Land Lot 174, 175, 206, 207 Tax Parcel 21, 121, 119, 8 Lot Size 4.547+/-

Resident Population 0 Housing Units 0 Other Buildings Existing Retail Building

Zoning Request from:

Present Zoning PVC To: PVC

For the purpose of: Master Plan Amendment

APPLICANT EMAIL

Applicant Name: Fabric Housing Acquisitions LLC

Applicant Address 233 South Wacker Drive, Suite 4700, Chicago, IL 60606

(Phone #) _____

Moore Ingram Johnson & Steele, LLP

Applicant Signature BY: [Signature] Date September 19, 2024

Signed, sealed and delivered in presence of: Carolyn E. Cook September 19, 2024

Notary Commission Expires: January 10, 2027



REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Fax #) _____ (Work #) _____ (Cell #) _____

Representative Signature BY: [Signature] Date September 19, 2024

Signed, sealed and delivered in presence of: Carolyn E. Cook September 19, 2024

Notary Commission Expires: January 10, 2027



TITLEHOLDER: JLV Kennesaw Crossing, LLC (Phone #) _____

Signature BY: [Signature] Address 120 Interstate North Parkway, Suite 154, Atlanta, GA 30339

Signed, sealed and delivered in presence of: Carolyn E. Cook September 18, 2024

Notary Commission Expires: January 10, 2027





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No.

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

Not Applicable.

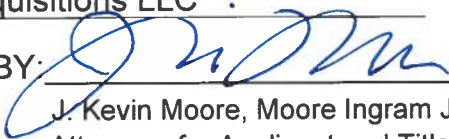
The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 19th day of September, 2024
Fabric Housing Acquisitions LLC

Applicants Signature BY:


J. Kevin Moore, Moore Ingram Johnson & Steele, LLP
Attorneys for Applicant and Titleholders

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No.

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 19th day of September, 2024
Moore Ingram Johnson & Steele, LLP

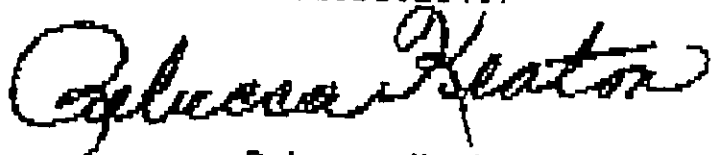
Applicants Signature BY: J. Kevin Moore

J. Kevin Moore; Georgia Bar No. 519728
Attorneys for Applicant and Titleholders

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

Deed Book 15570 Pg 6492
Filed and Recorded Sep-12-2018 03:01pm
2018-0118489
Real Estate Transfer Tax \$2,750.00
0332018023457


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

After recording return to

David A. Weissmann
3495 Piedmont Road
Building 11, Suite 950
Atlanta, Georgia 30305

STATE OF GEORGIA

COUNTY OF COBB

TRUSTEE'S DEED

THIS DEED made this 5th day of September, 2018, between **SUNTRUST BANK, formerly known as TRUST COMPANY BANK, AS TRUSTEE UNDER AGREEMENT WITH THOMAS C. ERWIN III, DATED AUGUST 20, 1992 AS RENAMED THE THOMAS C. ERWIN, III REVOCABLE TRUST DATED MAY 13, 1997, AS AMENDED AND RESTATED ON MAY 14, 2012 ("Grantor") and JLV KENNESAW CROSSING, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns, where the context hereof requires or permits).**

WITNESSETH THAT: Grantor, for and in consideration of the sum of ten and no/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property (the "Property"), to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 174, 175, 206 AND 207 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A, WHICH BY REFERENCE IS INCORPORATED HEREIN IN ITS ENTIRETY.

TO HAVE AND TO HOLD the above described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IT IS THE INTENT and express desire of the parties hereto and it is further expressly acknowledged and agreed that, notwithstanding that Grantee may be affiliated with Lender, neither Grantor nor Grantee intends that there be, and there shall not in any event be, a merger of any of the leasehold interest by the lease described on Exhibit B attached hereto and made a part hereof (the "Ground Lease") with the title or other interest of Grantee arising by virtue of this conveyance, and Grantor and Grantee expressly provide that the Ground Lease and leasehold interest created by the Ground Lease on the one hand, and the title hereby conveyed on the other hand, be, and shall remain at all times, separate and distinct, unless and until Grantee evidences contrary intent with regard to the Property, or any portion or portions thereof, at any time or times.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed t by its duly authorized representatives he day and year first above written.

Signed, sealed, and delivered
In the presence of:

Felicia Cleveland
Unofficial Witness

Debra Kay Brooks
Notary Public

My Commission Expires:

August 29, 2021

SUNTRUST BANK, formerly known as
TRUST COMPANY BANK, AS TRUSTEE
UNDER AGREEMENT WITH THOMAS C.
ERWIN III, DATED AUGUST 20, 1992 as
renamed the Thomas C. Erwin, III
Revocable Trust dated May 13, 1997, as
amended and restated on May 14, 2012

By:

Robin Boyd
Name: Robin Boyd

Title: Vice President

[BANK SEAL]

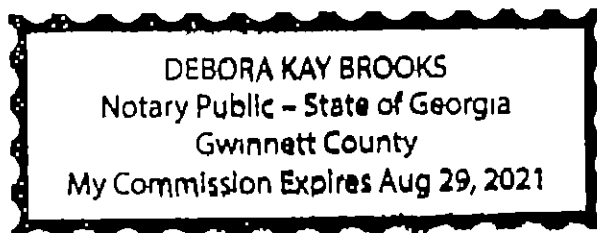


EXHIBIT A
LEGAL DESCRIPTION

TRACTS I and IV

All that tract or parcel of land lying and being in Land Lots 174, 175 and 206 of the 20th District, 2nd Section of Cobb County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin placed at the intersection of the northwesterly right-of-way of Roberts Road (70-foot right-of-way) and the northeasterly right-of-way of Old U.S. Highway 41 (100-foot right-of-way); running thence along the northeasterly right of way of U.S. Highway 41 and following the curvature thereof a distance of 200.0 feet (said curve having a chord distance of 199.97 feet with a bearing of north 42 degrees 3 minutes west) to a point; running thence along the northeasterly right of way of Old U.S. Highway 41 and following the curvature thereof 500.0 feet (said curve having a chord distance of 499.68 feet with a bearing of north 41 degrees 18 minutes west) to a point; leaving said northeasterly right of way, running thence north 80 degrees 49 minutes east a distance of 180.0 feet to a point; running thence north 9 degrees 11 minutes west 133.1 feet to a point; running thence north 80 degrees 49 minutes east 600.8 feet to an iron pin found; running thence south 65 degrees 9 minutes 30 seconds east a distance of 181.3 feet to a point; running thence south 9 degrees 11 minutes east a distance of 496.4 feet to a point on the northwesterly right of way of Roberts Road; running thence along the northwesterly right of way of Roberts Road and following the curvature thereof 369.7 feet (said curve having a chord distance of 368.62 feet with a bearing of south 70 degrees 31 minutes 30 seconds west) to a point; running thence along the northwesterly right of way of Roberts Road and following the curvature thereof 150.0 feet (said curve having a chord distance of 149.98 feet with a bearing of south 61 degrees 53 minutes west) to an iron pin; running thence north 42 degrees 36 minutes 30 seconds west a distance of 19.0 feet to an iron pin; running thence south 47 degrees 23 minutes 30 seconds west a distance of 50.3 feet to a point on the northeasterly right of way of Old U.S. Highway 41, said point being the **POINT OF BEGINNING**; shown as Tracts I and IV and containing 11.31 acres on that certain plat of survey entitled "Kennesaw Crossing Shopping Center Prepared for NAJCO, Inc., Wachovia Bank, Chicago Title Insurance Company," prepared by David W. Lynch Surveyors, bearing the seal and certification of David W. Lynch, Georgia Registered Land Surveyor No. 1845, dated March 1, 1999.

TRACT II

All that tract or parcel of land lying and being in Land Lots 174 and 175 of the 20th District, 2nd Section, Cobb County, Georgia, more particularly described as follows:

TO FIND THE POINT OF BEGINNING OF TRACT II, commence at an iron pin placed at the intersection of the northeast right-of-way of Old U.S. Highway 41 (100-foot right-of-way) and the northwest right-of-way of Roberts Road (70-foot right-of-way); running thence north 47 degrees 23 minutes 30 seconds east a distance of 50.3 feet to an iron pin; running thence south 42 degrees 36 minutes 30 seconds east a distance of 19.0 feet to an iron pin placed on the northwesterly right-of-way of Roberts Road; running thence northeasterly along the curve of the

northwestern right-of-way of Roberts Road a distance of 150.0 feet (said curve having a chord distance of 149.98 feet with a bearing of north 61 degrees 53 minutes east); running thence northeasterly along the curve of the northwestern right-of-way of Roberts Road a distance of 369.7 feet (said curve having a chord distance of 368.62 feet with a bearing of north 70 degrees 31 minutes 30 seconds east) to the POINT OF BEGINNING OF TRACT II; running thence north 9 degrees 11 minutes west a distance of 496.4 feet to a point; running thence south 65 degrees 9 minutes 30 seconds east a distance of 219.0 feet to an iron pin; leaving said northwestern right of way, running thence south 35 degrees 08 minutes 30 seconds east a distance of 450.0 feet to an iron pin placed on the northwesterly right-of-way of Roberts Road; running thence south 88 degrees 51 minutes west along the northwesterly right-of-way of Roberts Road a distance of 36.2 feet to a point; leaving said northwesterly right-of-way, running thence north 35 degrees 2 minutes 30 seconds west a distance of 180.0 feet to a point; running thence south 72 degrees 4 minutes 30 seconds west a distance of 140.0 feet to a point; running thence south 18 degrees 02 minutes 30 seconds east a distance of 120.0 feet to the northwesterly right-of-way of Roberts Road; running thence southwesterly along the curve of the northwesterly right-of-way of Roberts Road a distance of 144.1 feet (said curve having a chord distance of 144.01 feet with a bearing of south 80 degrees 38 minutes west) to the POINT OF BEGINNING OF TRACT II; shown as Tract II and containing 2.12 acres on that certain plat of survey entitled "Kennesaw Crossing Shopping Center Prepared for: NAJCO, Inc., Wachovia Bank, Chicago Title Insurance Company," prepared by David W. Lynch Surveyors, bearing the seal and certification of David W. Lynch, Georgia Registered Land Surveyor No. 1845, dated March 1, 1999.

TRACT III

All that tract or parcel of land lying and being in Land Lot 175 of the 20th District, 2nd Section, Cobb County, Georgia; more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin placed at the intersection of the northeast right-of-way of Old U.S. Highway 41 (100-foot right-of-way) and the northwest right-of-way of Roberts Road (70-foot right-of-way); running thence along the curve of the northeast right-of-way of Old U.S. Highway 41 a distance of 200.00 feet (said curve having a chord distance of 199.97 feet with a bearing of north 42 degrees 03 minutes west); running thence along the curve of the northeast right-of-way of Old U.S. Highway 41 a distance of 500.0 feet (said curve having a chord distance of 499.68 feet with a bearing of north 41 degrees 18 minutes west) to the POINT OF BEGINNING; running thence north 36 degrees 38 minutes 30 seconds west along the northeast right-of-way of Old U.S. Highway 41 a distance of 150.0 feet to an iron pin found; leaving said northeast right of way, running thence north 80 degrees 49 minutes east a distance of 249.2 feet to a point; running thence south 9 degrees 11 minutes east a distance of 133.1 feet to a point; running thence south 80 degrees 49 minutes west a distance of 180.0 feet to the POINT OF BEGINNING; shown as Tract III and containing 0.65 acres on that certain plat of survey entitled "Kennesaw Crossing Shopping Center Prepared for: NAJCO, Inc., Wachovia Bank, Chicago Title Insurance Company," prepared by David W. Lynch Surveyors, bearing the seal and certification of David W. Lynch, Georgia Registered Land Surveyor No. 1845, dated March 1, 1999.

All that tract or parcel of land lying and being in Land Lot 174 of the 20th District, 2nd Section of Cobb County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin placed at the intersection of the northwesterly right-of-way of Roberts Road (70-foot right-of-way) and the northeasterly right-of-way of Old U.S. Highway 41 (100-foot right-of-way) running thence north 47 degrees 23 minutes 30 seconds east a distance of 50.3 feet to an iron pin; running thence south 42 degrees 36 minutes 30 seconds east a distance of 19.0 feet to an iron pin; running thence along the northwesterly right-of-way line of Roberts Road and following the curvature thereof a distance of 150.0 feet (said curve having a chord distance of 149.98 feet with a bearing of north 61 degrees 53 minutes east) to a point; continuing thence along the northwesterly right-of-way of Roberts Road and following the curvature thereof a distance of 369.7 feet (said curve having a chord distance of 368.62 feet with a bearing of north 70 degrees 31 minutes 30 seconds east) to a point; continuing thence along the northwesterly right-of-way of Roberts Road and following the curvature thereof a distance of 144.1 feet (said curve having a chord distance of 144.01 feet with a bearing of north 82 degrees 3 minutes east) to the POINT OF BEGINNING; leaving said northwesterly right of way, running thence north 18 degrees 02 minutes 30 seconds west a distance of 120.0 feet to a point; running thence north 72 degrees 04 minutes 30 seconds east a distance of 140.0 feet to a point; running thence south 35 degrees 8 minutes 30 seconds east a distance of 180.0 feet to a point on the northwesterly right-of-way of Roberts Road; thence following the northwesterly right-of-way of Roberts Road and following the curvature thereof a distance of 200.0 feet (said curve having a chord distance of 199.90 feet with a bearing of south 87 degrees 08 minutes west) to the POINT OF BEGINNING; shown as Tract V and containing 0.53 acres on that certain plat of survey entitled "Kennesaw Crossing Shopping Center Prepared for NAJCO, Inc., Wachovia Bank, Chicago Title Insurance Company," prepared by David W. Lynah Surveyors, bearing the seal and certification of David W. Lynah, Georgia Registered Land Surveyor No. 1245, dated March 1, 1999,

TOGETHER WITH the buildings and improvements presently located on said land until the expiration or earlier termination of the lease.

EXHIBIT B

Lease dated December 17, 1969, between The Trust Company of Georgia, as the duly qualified and acting Trustee of the Trust created by Item VI of the Last Will and Testament of Mrs. Elsie C. Erwin, deceased, as Lessor, and Cousins Properties Incorporated, a Delaware corporation, as Lessee, for certain real property located in Fulton County, Georgia, as amended by that certain First Amendment to Lease dated December 15, 1977, between Trust Company Bank, formerly Trust Company of Georgia, as the duly qualified and acting Trustee of the Trust created by Item VI of the Last Will and Testament of Mrs. Elsie C. Erwin, deceased, as Lessor, and Lessee, wherein certain real property located in Land Lots 174, 175 and 206 of the 20th Land District, Second Section of Cobb County, Georgia, commonly known as Kennesaw Crossing Shopping Center was substituted for the real property located in Fulton County, Georgia, as further amended by that certain Second Amendment to Lease dated April 15, 1984, between Lessor and Lessee, as assigned by that certain Lease Assignment and Conveyance dated March 8, 1999, between Cousins Properties Incorporated, a Georgia corporation, as Assignor, and Najjar Holdings, LLC, a Georgia limited liability company, as Assignee, recorded in Deed Book 12282 Page 490, Cobb County, Georgia records, as terminated as of April 30, 2009, according to that certain Affidavit Concerning Termination of Leasehold Estate, executed by James N. Nevin, Vice-President of SunTrust Bank, f/k/a Trust Company Bank, f/k/a Trust Company of Georgia, as Trustee of the Elsie C. Erwin Trust and the Thomas C. Erwin, III Revocable Trust, dated July 15, 2009, recorded July 16, 2009 in Deed Book 14710, Page 3710, aforesaid records, as reinstated according to that certain Affidavit Concerning Reinstatement of Leasehold Estate by James N. Nevin, Vice-President of Sun Trust Bank, f/k/a Trust Company Bank, f/k/a Trust Company of Georgia, as Trustee of the Elsie C. Erwin Trust and the Thomas C. Erwin, III Revocable Trust, and recorded January 23, 2012 in Deed Book 14913, Page 2987, aforesaid records, as further amended by that certain Third Amendment to Lease dated January 24, 2011, between Sun Trust Bank, Inc. f/k/a SunTrust Bank, N.A. d/b/a SunTrust Bank, Atlanta, as sole Trustee of the Thomas C. Erwin, III Revocable Trust, as Lessor, and The Piedmont Bank, successor to Najjar Holdings, LLC, as Lessee, as assigned by The Piedmont Bank to TPB RE Holdings LLC, a Delaware limited liability company pursuant to that certain Assignment and Conveyance of Leasehold Estate dated February 28, 2012, recorded in Deed Book 14924, Page 5176 Cobb County, Georgia records, as further amended by Fourth Amendment to Lease dated as of June 28, 2018 Sun Trust Bank, Inc. f/k/a SunTrust Bank, N.A. d/b/a SunTrust Bank, Atlanta, as sole Trustee of the Thomas C. Erwin, III Revocable Trust, as Lessor, and TPB RE Holdings LLC, as assigned to JLV Kennesaw Crossing, LLC, as further assigned to Sea Marshes Development, LLC.

Deed Book 15604 Pg 1751
Filed and Recorded Feb-07-2019 02:47pm
2019-0013980
Real Estate Transfer Tax \$1,000.00
0332019002097


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Record and Return to:
MARTIN BAGWELL LUKE, P.C.
J. Marshall Martin III, Esq.
400 Northridge Road, Suite 1225
Atlanta, GA 30350

GENERAL WARRANTY DEED

4
THIS INDENTURE, made this 1st day of February, 2019, between **JLV KENNESAW CROSSING, LLC**, a Georgia limited liability company, as party of the first part, hereinafter referred to as "Grantor", and **JLV KENNESAW MIXED USE, LLC.**, a Georgia limited liability company, as party of the second part, hereinafter referred to as "Grantee", (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

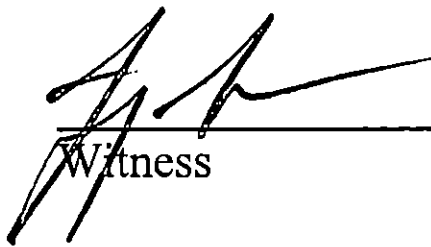
Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being in Cobb County, together with all improvements located thereon, and as more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever, subject to taxes and assessments for the year 2019 and subsequent years, not due and payable.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

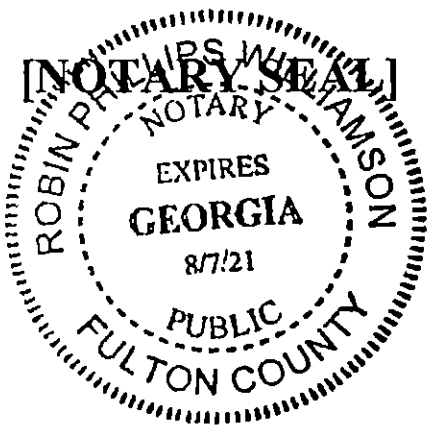


Witness



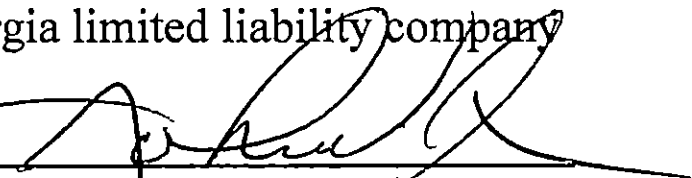
Notary Public

My Commission Expires: _____



GRANTOR:

JLV KENNESAW CROSSING, LLC,
a Georgia limited liability company

By: 

Name: John L. Varner
Title: Manager

[COMPANY SEAL]

Exhibit "A"**Legal Description****Retail Parcel**

All that tract or parcel of land lying and being in Land Lots 175 and 206 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the intersection of the Northwesternly Right of Way of Roberts Road (variable Right of Way), and the Easterly Right of Way of Old U.S. Highway 41 (100' right of Way); thence running along said Right of Way of Old U.S. Highway 41 along a curve to the left an arc length of 199.89 feet, (said curve having a radius of 3,333.25 feet, with a chord bearing of North 39° 17' 03" West, and a chord length of 199.86 feet) to an iron pin set and the TRUE POINT OF BEGINNING; thence running along a curve to the right an arc length of 315.39 feet, (said curve having a radius of 4033.97 feet, with a chord bearing of North 39° 51' 50" West, and a chord length of 315.31 feet); thence leaving said Right of Way North 48° 59' 41" East a distance of 191.82 feet to an iron pin set; thence North 82° 48' 21" East a distance of 203.15 feet to an iron pin set; thence South 07° 07' 54" East a distance of 316.11 feet to an iron pin set; thence South 66° 31' 49" West a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

Said tract contains 2.273 Acres (99,027 Square Feet).

Office Parcel

Tract 1 as described on that certain Minor Subdivision Plat prepared for Kennesaw Crossing, LLC of Kennesaw Crossing, prepared by Technical Survey Services, dated November 6, 2018.

All that tract or parcel of land lying and being in Land Lots 174 & 207 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at an iron pin set at the northerly Right of way of Roberts Road (Variable R/W) and the northeasterly Right of Way of Old U.S. Highway 41 (100' R/W), thence running along said Right of Way of Roberts Road the following courses: North 50° 08' 19" East a distance of 50.30 feet to an iron pin set; thence South 39° 51' 41" East a distance of 19.00 feet to an iron pin set; thence North 64° 37' 49" East a distance of 149.98 feet to an iron pin set; thence running along a curve to the right an arc length of 445.51 feet, (said curve having a radius of 1375.95 feet, with a chord bearing of North 75° 09' 16" East, and a chord length of 443.57 feet) to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving said Right of Way North 07° 10' 54" West a distance of 181.76 feet to an iron pin set; thence North 82° 49' 06" East a distance of 200.07 feet to an iron pin set;

1415526

thence South 32° 23' 21" East a distance of 237.81 feet to a 1/2" rebar and cap found on the northerly Right of Way of Roberts Road (Variable R/W); thence running along said Right of Way along a curve to the left an arc length of 235.49 feet, (said curve having a radius of 4142.07 feet, with a chord bearing of North 89° 54' 21" West, and a chord length of 235.45 feet) to an iron pin set; thence along a curve to the left an arc length of 67.90 feet, (said curve having a radius of 1375.95 feet, with a chord bearing of South 85° 50' 38" West, and a chord length of 67.89 feet) to the TRUE POINT OF BEGINNING,

Said tract contains 1.103 Acres (48,038 Square Feet).

Tract 4 as described on that certain Minor Subdivision Plat prepared for Kennesaw Crossing, LLC of Kennesaw Crossing, prepared by Technical Survey Services, dated November 6, 2018



Printed: 9/18/2024

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
John Varner

JLV KENNESAW MIXED USE LLC

Payment Date: 11/7/2023

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2023	20017400080	10/15/2023	Pay: N/A or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$61.29	\$333.57	\$0.00	\$0.00	\$7,066.33	\$0.00



Scan this code with your
mobile phone to view this
bill!!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District		Bill #						
20017400080	3/3-BOND - KENNESAW CITY		237234						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
JLV KENNESAW MIXED USE LLC 1620 N ROBERTS RD			553,190	221,276					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	221,276		0		221,276		7.7500000000		\$1,714.89
BOND	221,276		0		221,276		1.5000000000		\$331.91

Exemptions:

Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).

Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov

Current Year Tax	\$2,046.80
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$2,046.80
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2023



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20017400080
Amount Due: \$0.00
Bill#: 237234
Due Date: 12/01/2023

AMOUNT PAID

JLV KENNESAW MIXED USE LLC
120 INTERSTATE NORTH PKWY SUITE 154
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



Printed: 9/18/2024

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:

JLV KENNESAW MIXED USE LLC

Payment Date: 1/1/0001

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20017500210	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid		Balance
\$0.00	\$0.00	\$0.00	\$0.00			\$0.00



Scan this code with your
mobile phone to view this
bill!!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District		Bill #						
20017500210	3/3-BOND - KENNESAW CITY		237744						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
JLV KENNESAW MIXED USE LLC 2112 OLD 41 HWY			100	40					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	40		0		40		7.7500000000		\$0.31
BOND	40		0		40		1.5000000000		\$0.06

Exemptions:

Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).

Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov

Current Year Tax	\$0.00
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$0.00
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2023



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

*Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.*

*For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.*

Parcel ID: 20017500210
Amount Due: \$0.00
Bill#: 237744
Due Date: 12/01/2023

AMOUNT PAID

JLV KENNESAW MIXED USE LLC
120 INTERSTATE NORTH PKWY STE 154
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



Printed: 9/18/2024

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
John Varner

JLV KENNESAW MIXED USE LLC

Payment Date: 11/7/2023

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due	
2023	20017501210	10/15/2023	Pay: N/A or	\$0.00	
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$97.16	\$528.77	\$0.00	\$0.00	\$11,201.23	\$0.00



Scan this code with your
mobile phone to view this
bill!!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District		Bill #	
20017501210	3/3-BOND - KENNESAW CITY		238628	
Property Owner/Location/Description			Fair Market Value	Taxable Value
JLV KENNESAW MIXED USE LLC 2112 OLD 41 HWY			876,890	350,756
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	350,756	0	350,756	7.7500000000 \$2,718.36
BOND	350,756	0	350,756	1.5000000000 \$526.13
Exemptions:				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).				
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).				
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov				

Current Year Tax	\$3,244.49
Interest	\$59.53
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$3,304.02
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2023



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20017501210
Amount Due: \$0.00
Bill#: 238628
Due Date: 12/01/2023

AMOUNT PAID

JLV KENNESAW MIXED USE LLC
120 INTERSTATE NORTH PKWY SUITE 154
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



Printed: 9/18/2024

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
John Varner

JLV KENNESAW CROSSING LLC

Payment Date: 11/7/2023

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2023	20017501190	10/15/2023	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$67.35	\$366.53	\$0.00	\$0.00	\$7,764.55	\$0.00



Scan this code with your
mobile phone to view this
bill!!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District		Bill #						
20017501190	3/3-BOND - KENNESAW CITY		238624						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
JLV KENNESAW CROSSING LLC 2114 OLD 41 HWY			607,850	243,140					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	243,140		0		243,140		7.7500000000		\$1,884.34
BOND	243,140		0		243,140		1.5000000000		\$364.71
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov									
			Current Year Tax		\$2,249.05				
			Interest		\$0.00				
			Penalty		\$0.00				
			Other Fees		\$0.00				
			Payments Received		\$2,249.05				
			Other Amounts Due		\$0.00				
			Total Due		\$0.00				
			Due Date		12/01/2023				



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

*Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.*

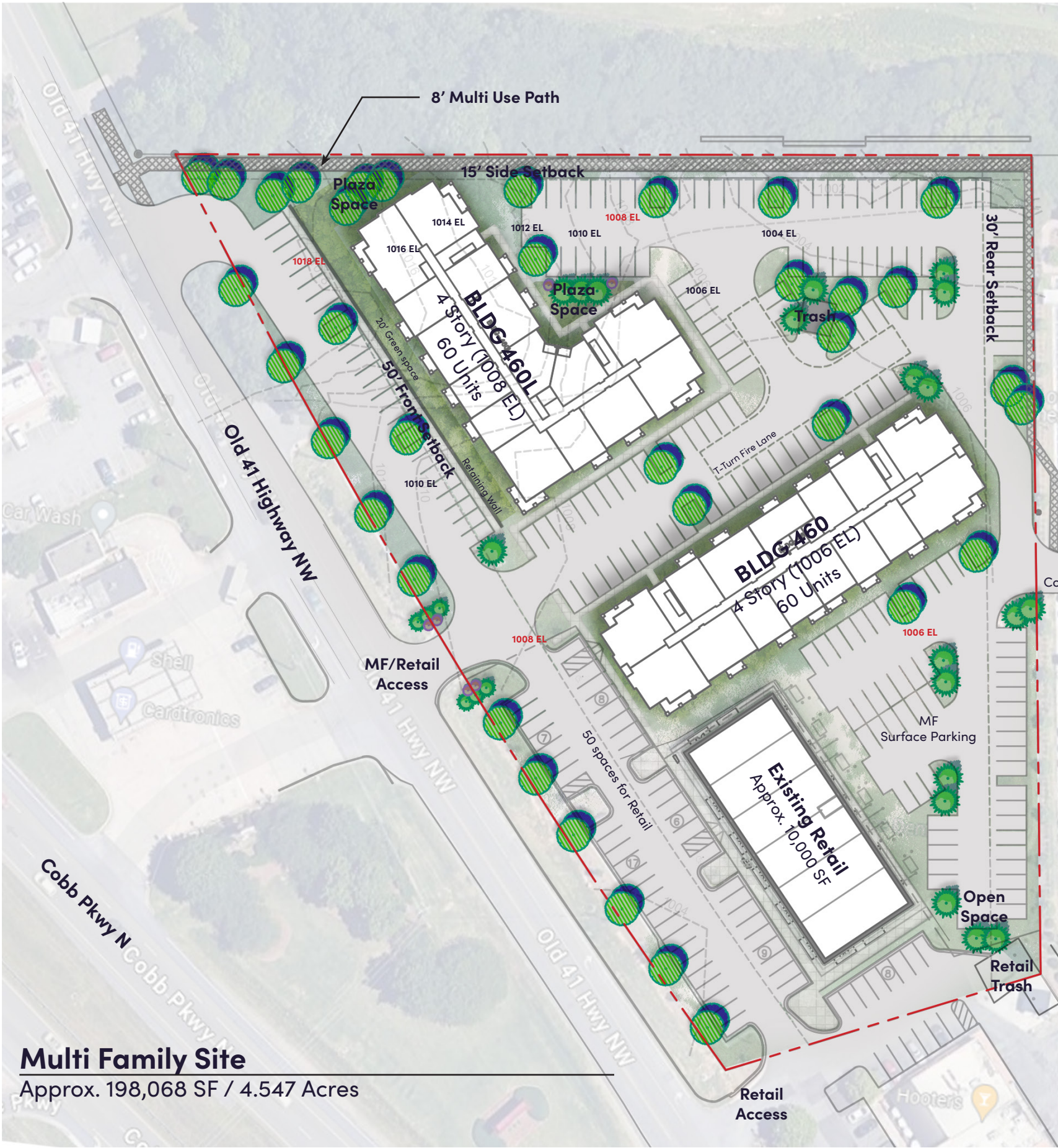
*For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.*

Parcel ID: 20017501190
Amount Due: \$0.00
Bill#: 238624
Due Date: 12/01/2023

AMOUNT PAID

JLV KENNESAW CROSSING LLC
120 INTERSTATE NORTH PKWY SUITE 154
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



UNIT MIX							TOTAL PROJECT MIX						TOTAL						4/17/2024	
UNIT TYPE	DESCRIPTION	BEDS	UNIT RENTABLE AREA			460	460L	TOTAL UNITS	TOTAL BEDS	BUILDING RENTABLE AREA		UNIT	TOTAL UNITS	TOTAL BEDS	TOTAL RENTABLE AREA					
			HEATED*	BALCONY	TOTAL**					0	0				HEATED*	GROSS*	HEATED*	GROSS*		
1 BEDROOM UNITS																				
A1	1 BEDROOM / 1 BATH	1	722 SF	66 SF	788 SF	16	4	20	20	14,440 SF	15,760 SF	A1	20	20	14,440 SF	15760 SF				
A1A	1 BEDROOM / 1 BATH	1	746 SF	66 SF	812 SF	16	16	32	32	23,872 SF	25,984 SF	A1A	32	32	23,872 SF	25984 SF				
A2	1 BEDROOM / 1 BATH	1	737 SF	66 SF	803 SF	4	0	4	4	2,948 SF	3,212 SF	A2	4	4	2,948 SF	3212 SF				
A3	1 BEDROOM / 1 BATH	1	759 SF	66 SF	825 SF	0	0	0	0	0 SF	0 SF	A3	0	0	0 SF	0 SF				
A4	1 BEDROOM / 1 BATH	1	804 SF	45 SF	849 SF	0	8	8	8	6,432 SF	6,792 SF	A4	8	8	6,432 SF	6792 SF				
TOTALS						0	0	136	64	47,692	51,748		64	64	47,692	51748				
2 BEDROOM UNITS																				
B1	2 BEDROOM / 2 BATH	2	1,082 SF	66 SF	1,148 SF	8	4	12	24	12,984 SF	13,776 SF	B1	12	24	12,984 SF	13776 SF				
B1A	2 BEDROOM / 2 BATH	2	1,075 SF	66 SF	1,141 SF	0	8	8	16	8,600 SF	9,128 SF	B1A	8	16	8,600 SF	9128 SF				
B2	2 BEDROOM / 2 BATH	2	1,196 SF	142 SF	1,338 SF	12	12	24	48	28,704 SF	32,112 SF	B2	24	48	28,704 SF	32112 SF				
B3	2 BEDROOM / 2 BATH	2	1,220 SF	168 SF	1,388 SF	0	4	4	8	4,880 SF	5,552 SF	B3	4	8	4,880 SF	5552 SF				
TOTALS						0	0	48	96	55,168	60,568		48	96	55,168	60568				
3 BEDROOM UNITS																				
C1	3 BEDROOM / 2 BATH	3	1,449 SF	143 SF	1,592 SF	4	4	8	24	11,592 SF	12,736 SF	C1	8	24	11,592 SF	12736 SF				
TOTALS						0	0	8	24	11,592	12,736		8	24	11,592	12736				
TOTAL UNITS						0	0	192	184	114,452 SF	125,052 SF		120	184	114,452 SF	125052 SF				
													UNIT AVERAGE			954 SF				

Residential

Zoning: PVC Planning Village Community

Building
-Type V-A Wood Construction
-NFPA 13R Fire Protection@ Residential

Total Site: **Approx.. 4.547 Acres**

Residential - 4 Story Building
Average Unit Size: 954 SF

Residential - 4 Story Building
Building 460 Prototype
60 Units x 1 Building = 60
Building 460L Prototype
60 Units x 1 Building = 60
Total Units **- 120 Units**

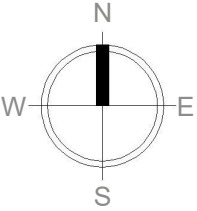
Parking Required:
Residential **- 210 spaces (1.75 space/unit)**
Multi Family = 1.75 Spaces per unit

Parking Provide:
Residential **- 189 spaces (1.58 space/unit)**
189 Surface Parking

Existing Retail Area
Approx. 10,000 SF

Parking Required:
Retail **- 50 spaces (1/200 SF)**
50 Spaces Parking

Parking Provided:
Retail **- 50 spaces (1/200 SF)**
Overflow **- 7 spaces**



Multi Family Site
Approx. 198,068 SF / 4.547 Acres

EXTERIOR LEGEND		EXTERIOR NOTES
	FDC	1. DECORATIVE LIGHTING, CENTER OVER GARAGE DOORS. 2. REFER TO CIVIL DRAWINGS FOR SITE RETAINING WALLS AND GRADING INFORMATION. 3. COVER ALL JOINTS BETWEEN CEMENTITIOUS BOARD WITH 3-1/2" BATTEN STRIPS. 4. Z-FLASHING AT HORIZONTAL BREAK AT FLOOR/CEILING FOR BOARD AND BATTEN



1280 HIGHTOWER TRAIL
ATLANTA, GA 30350
PHONE: 770.864.1035
dwelldesignstudio.com

FABRIC - PROTOTYPE

PROTOTYPE IS NOT SITE SPECIFIC

FABRIC

ISSUE	DATE	DESCRIPTION	APPROVED
03/14/2023	CONCEPTUAL DESIGN SET		X
04/05/2023	SCHEMATIC DESIGN SET		X
05/16/2023	SCHEMATIC DESIGN SET		X

REVISION	DATE	DESCRIPTION	REV

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SHEET NAME:
BUILDING TYPE 460 - OVERALL ELEVATIONS

JOB NUMBER: 2350701

DRAWN BY: TA
CHECKED BY: JT / LH

A05.30



1 BUILDING TYPE 460 FRONT ELEVATION
1/8" = 1'-0"



2 BUILDING TYPE 460 REAR ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE			
NO.	MATERIAL DESCRIPTION	MANUFACTURER	REMARKS
	CEMENTITIOUS TRIM - DARK		
BR-1	BRICK	BASIS OF DESIGN: TBD	HIGH REFLECTIVE WHITE SW 7757
CBB-1	CEMENTITIOUS SIDING	BASIS OF DESIGN: TBD	
CLS-1	CEMENTITIOUS LAP SIDING-6"EXPOSURE	BASIS OF DESIGN: TBD	HIGH REFLECTIVE WHITE SW 7757
CLS-2	CEMENTITIOUS LAP SIDING- VARIED EXPOSURE	BASIS OF DESIGN: TBD	MODERNE WHITE SW 6168
CLS-3	CEMENTITIOUS LAP SIDING- 6"EXPOSURE	BASIS OF DESIGN: TBD	CLASSIC FRENCH GRAY SW 0077
CPL-1	CEMENTITIOUS LAP SIDING- VARIED EXPOSURE	BASIS OF DESIGN: TBD	CLASSIC FRENCH GRAY SW 0077
CPL-2	CEMENTITIOUS PANEL -	BASIS OF DESIGN: TBD	MODERNE WHITE SW 6168
RGL-1	THREE LINE METAL RAILING WITH VERTICAL PICKETS	BASIS OF DESIGN: TBD	
SGL	ROOF SHINGLES	BASIS OF DESIGN: TBD	
WND	VINYL- INSULATED GLAZING	BASIS OF DESIGN: TBD	

EXHIBIT B

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FABRIC - PROTOTYPE

PROTOTYPE IS NOT SITE SPECIFIC

A DEVELOPMENT FOR

FABRIC

ISSUE	DATE	DESCRIPTION	INCLD
03/14/2023		CONCEPTUAL DESIGN SET	X
04/05/2023		SCHEMATIC DESIGN SET	X
05/16/2023		DC PRESENTATION SET	X

REVISION	DATE	DESCRIPTION	REV

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SHEET NAME:
BUILDING TYPE
460 -
PERSPECTIVES

JOB NUMBER: 2350701

DRAWN BY: TA
CHECKED BY: JT / IH

A05.32



1 BUILDING TYPE 460 L FRONT ELEVATION
1/8" = 1'-0"



2 BUILDING TYPE 460 L REAR ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE			
NO.	MATERIAL DESCRIPTION	MANUFACTURER	REMARKS
	CEMENTITIOUS TRIM - DARK		
BR-1	BRICK		
CBB-1	CEMENTITIOUS SIDING	BASIS OF DEISGN: TBD	
CFB-2		BASIS OF DEISGN: TBD	
CLS-1	CEMENTITIOUS LAP SIDING - 6" EXPOSURE	BASIS OF DEISGN: TBD	
CLS-2	CEMENTITIOUS LAP SIDING - VARIED EXPOSURE	BASIS OF DEISGN: TBD	
CLS-3	CEMENTITIOUS LAP SIDING - 6" EXPOSURE	BASIS OF DEISGN: TBD	
CLS-4	CEMENTITIOUS LAP SIDING - VARIED EXPOSURE	BASIS OF DEISGN: TBD	
CPL-1	CEMENTITIOUS PANEL -	BASIS OF DEISGN: TBD	
CPL-2	CEMENTITIOUS PANEL -	BASIS OF DEISGN: TBD	
RGL-1	THREE LINE METAL RAILING WITH VERTICAL PICKETS	BASIS OF DEISGN: TBD	
SGL	ROOF SHINGLES	BASIS OF DEISGN: TBD	
WND	VINYL- INSULATED GLAZING	BASIS OF DEISGN: TBD	

EXTERIOR LEGEND		EXTERIOR NOTES
	FDC	1. DECORATIVE LIGHTING, CENTER OVER GARAGE DOORS. 2. REFER TO CIVIL DRAWINGS FOR SITE RETAINING WALLS AND GRADING INFORMATION 3. COVER ALL JOINTS BETWEEN CEMENTITIOUS BOARD WITH 3-1/2" BATTEN STRIPS 4. Z-FLASHING AT HORIZONTAL BREAK AT FLOOR/CEILING FOR BOARD AND BATTEN

dwelldesignstudio

1280 HIGHTOWER TRAIL
ATLANTA, GA 30350
PHONE: 770.864.1035
dwelldesignstudio.com

FABRIC - PROTOTYPE

PROTOTYPE IS NOT SITE SPECIFIC

FABRIC

ISSUE

DATE

DESCRIPTION

IN/OUT

03/14/2023

CONCEPTUAL DESIGN SET

X

03/28/2023

SCHEMATIC DESIGN SET

X

03/28/2023

SCHEMATIC DESIGN SET

X

REVISION

DATE

DESCRIPTION

REV

03/14/2023

CONCEPTUAL DESIGN SET

1

03/28/2023

SCHEMATIC DESIGN SET

2

03/28/2023

SCHEMATIC DESIGN SET

3

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SHEET NAME

BUILDING TYPE 460L - OVERALL ELEVATIONS

JOB NUMBER: 2350701

DRAWN BY TA

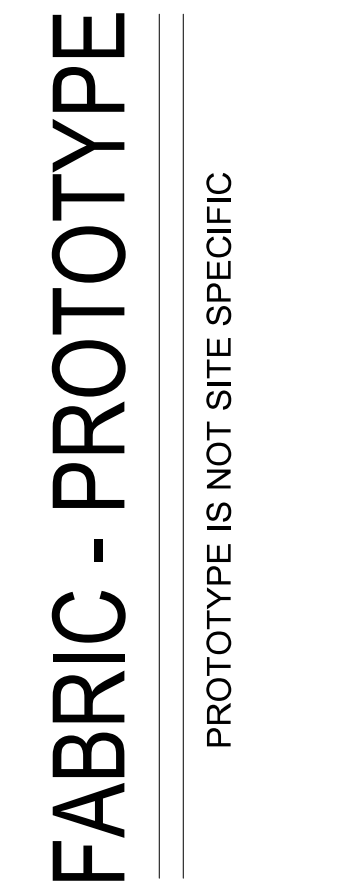
CHECKED BY JT / IH

A05.40

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10/16/2023 1:30:18 PM Autodesk Docs:2350701_Fabric_PrototypeBLDGS 460L_459L.rvt

Page 148 of 301

**FABRIC**[illegible]

REVISION		
DATE	DESCRIPTION	REV

Selling

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REQUIRED FOR THE STATED PROJECT. THEY ARE ONLY TO BE USED
FOR THIS PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND
ARE NOT TO BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN
CONSENT OF DWELL DESIGN STUDIO.
SCALES AS NOTED ON THIS DRAWING ARE VALID ON THE ORIGINAL
DRAWING ONLY. THE DIMENSIONS OF WHICH ARE 30 x 42 INCHES.

SHEET NAME:

BUILDING TYPE
460L -
PERSPECTIVES

JOB NUMBER: 2350701

DRAWN BY TA	CHECKED BY JT / IH
----------------	-----------------------

A05.42



Master Plan

Multi Family + Retail Building

Note: Base plan provided by Varner Developers + Used herein with permission.



Density Study – Masterplan
EXHIBIT C



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

Anthony Gutierrez

10/16/24

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Application (Case# RZ2024-04)
2112 Old 41 Hwy, 2114 Old 41 Hwy & 1620 N. Roberts Rd, Kennesaw, GA 30144
Parcel #: 20017501190, 20017501210, 20017400080 & 20017500210

Dear Ms. Mabry,

Attached, please find a zoning application submitted by Fabric Housing Acquisition, LLC to amend the zoning conditions for the above subject property. Because this case is within a half-mile from unincorporated Cobb County, this letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement.

This case is set to go before the Kennesaw Planning Commission on November 6th at 6:30 p.m. for public hearing and Mayor and Council on November 18th at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, you may call me at 770-590-8268 or send an e-mail to dsimmons@kennesaw-ga.gov.

Sincerely,

Darryl Simmons

Darryl Simmons
Planning and Zoning Administrator

Enclosure: Zoning Application

cc: Jessica Guinn, AICP, Community Development Agency Director (Via E-mail)
Dr. Jackie McMorris, Cobb County Manager (Via E-mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via E-mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via E-mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via E-mail)
Chanelle Campbell, Assistant Zoning Administrator & Planner, City of Kennesaw (Via E-mail)
Rebecca Goldstein, Community Development Administrative Assistant, City of Kennesaw (Via E-mail)



**CITY OF KENNESAW
LAND USE NOTICE**
APPLICATION # RZ2024-04
PURPOSE Amend the rezoning conditions
DATE OF PUBLIC MEETING: 11/18/2024 TIME: 6:30PM
DATE OF PUBLIC MEETING: 11/18/2024 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety,
the City of Kennesaw will implement a public meeting
protocol / system for community participation
in compliance to social distancing protocol.
For specific public meeting guidelines and access to all
application information please visit our website
[HTTP://WWW.KENNESAW-GA.GOV](http://www.kennesaw-ga.gov)
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-895-8268

10.18.2024 11:55

**CITY OF KENNESAW
LAND USE NOTICE**

APPLICATION # **RZ2024-04**

PURPOSE **Amend the rezoning conditions**

DATE OF PUBLIC MEETING: **11/6/2024** TIME: **6:30PM**

DATE OF PUBLIC MEETING: **11/18/2024** TIME: **6:30PM**

PLACE: **CITY HALL KENNESAW, GA**

Due to the priority for public health and safety,
the City of Kennesaw will implement a public meeting
protocol / system for community participation
in compliance to social distancing protocol.
For specific public meeting guidelines and access to all
application information please visit our website

[HTTP://WWW.KENNESAW-GA.GOV](http://www.kennesaw-ga.gov)

FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268

10.18.2024 11:56



**CITY OF KENNESAW
LAND USE NOTICE**
APPLICATION # **RZ2024-04**
PURPOSE **Amend the rezoning conditions**
DATE OF PUBLIC MEETING: **11/6/2024** TIME: **6:30PM**
DATE OF PUBLIC MEETING: **11/18/2024** TIME: **6:30PM**
PLACE: **CITY HALL KENNESAW, GA**
Due to the priority for public health and safety,
the City of Kennesaw will implement a public meeting
protocol system for community participation
in compliance to social distancing protocol.
For specific public meeting guidelines and access to all
application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268

WARNING/NOTICE
PRIVATE PARKING
NO PARKING
EXCEPT AS NOTED
953-1176
1176-1176
1176-1176
1176-1176

10.18.2024 11:53

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER

Printed at 10/16/24 13:04 by rmill-tj

Acct #: 110016

Ad #: 442524

Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 10/18/2024 Stop: 10/18/2024

Times Ord: 1 Times Run: ***

LEG 1.00 X 2.96 Words: 200

Total LEG 2.96

Class: 8003 PUBLIC HEARING

Rate: LEGL Cost: 30.00

Ad Descrpt: PH-7909 RZ2024-04

Descr Cont: MDJ-7909 GPN-16 CITY OF K

Given by: CHANELLE CAMPBELL

P.O. #:

Contact: LEA ALVAREZ

Phone: (770)424-8274

Fax#:

Email: LALVAREZ@KENNESAW-GA.GOV

Agency:

Created: rmill 10/16/24 13:00

Last Changed: rmill 10/16/24 13:04

PUB ZONE EDT TP RUN DATES
MDJ A 95 S 10/18

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

.

MDJ-7909
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Fabric Housing Acquisitions, LLC. Said request is to amend the zoning conditions for parcels located at 2112 Old 41 Highway, 2114 Old 41 Highway, and 1620 N. Roberts Road (20017501190, 20017501210, 20017400080 & 20017500210), and lies in Land Lots 174 and 175, Tax Parcels 119, 121, 8, 21 of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on November 6, 2024 at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on November 18, 2024 at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link:

<https://www.kennesaw-ga.gov/publicmeetings/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

10:18-2024

**MDJ-7909
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE**

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Mayor and Council will be conducting their meeting in person and you can

8003	Public Hearing
------	----------------

access the meeting via the following link: <https://www.kennesaw-ga.gov/publicmeetings/>
Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

10:18-2024



Community Development
Planning & Zoning Department
2529 J. O. Stephenson
Kennesaw, GA 30144

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was mailed out on October 17, 2024. in accordance with the application requirements.

MOORE INGRAM JOHNSON & STEELE, LLP

October 21, 2024

Date

BY:

J. Kevin Moore

Applicant or Authorized Agent

Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

Sworn and subscribed before me this 21st day of October 2024

Carolyn E. Cook

Notary Public

My Commission Expires: January 10, 2027



Attach to this document a copy of the property/s that have been served notification along with the documentation supplied in the certified mailing.

MOORE INGRAM JOHNSON & STEELE, LLP

Attorneys at Law
326 Roswell Street, Suite 100
Marietta, Georgia 30060
(770) 429-1499

October 17, 2024

RE: NOTIFICATION OF NEARBY MASTER PLAN AMENDMENT APPLICATION

Applicant: Fabric Housing Acquisitions LLC
Applicant's
Representative: J. Kevin Moore, Esq., Moore Ingram Johnson & Steele, LLP
(770) 429-1499 – jkm@mijs.com
Property: 2112 and 2114 Old 41 Highway; 1620 N. Roberts Road
Parcel ID Nos.: 20017501190; 20017501210; 20017500210; and 20017400080

To Whom It May Concern:

The undersigned and this firm represent Fabric Housing Acquisitions LLC, who is the Applicant in the proposed Master Plan Amendment of certain property located in the City of Kennesaw, Cobb County, Georgia. This correspondence is to formally notify you the City of Kennesaw Planning and Zoning Department has received a Master Plan Amendment Application for property within two hundred (200) feet of your property. As a nearby property owner, you have the right to be informed of potential Master Plan changes.

The Application details are as follows:

Applicant Name:	Fabric Housing Acquisitions LLC
Property Address:	2112 and 2114 Old 41 Highway; 1620 N. Roberts Road
Parcel Identification Nos.:	20017501190; 20017501210; 20017500210; 20017400080
Description of Proposal:	Amend Conditions to the Master Plan

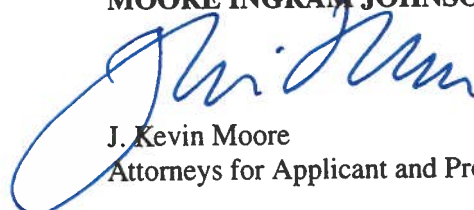
The Application will be reviewed and voted on at Public Hearings by the Planning Commission and the Mayor and City Council. The meeting details are as follows:

Planning Commission Meeting	Mayor and City Council Meeting
Date: November 6, 2024	Date: November 18, 2024
Time: 6:30 p.m.	Time: 6:30 p.m.

Both meetings occur in the City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144. You may appear in person or be represented by an attorney to present any objections you may have. A copy of the Application, together with other documentation required by the City, is enclosed for your review. This notice is being sent to you by order of the Planning Commission and the Mayor and Council.

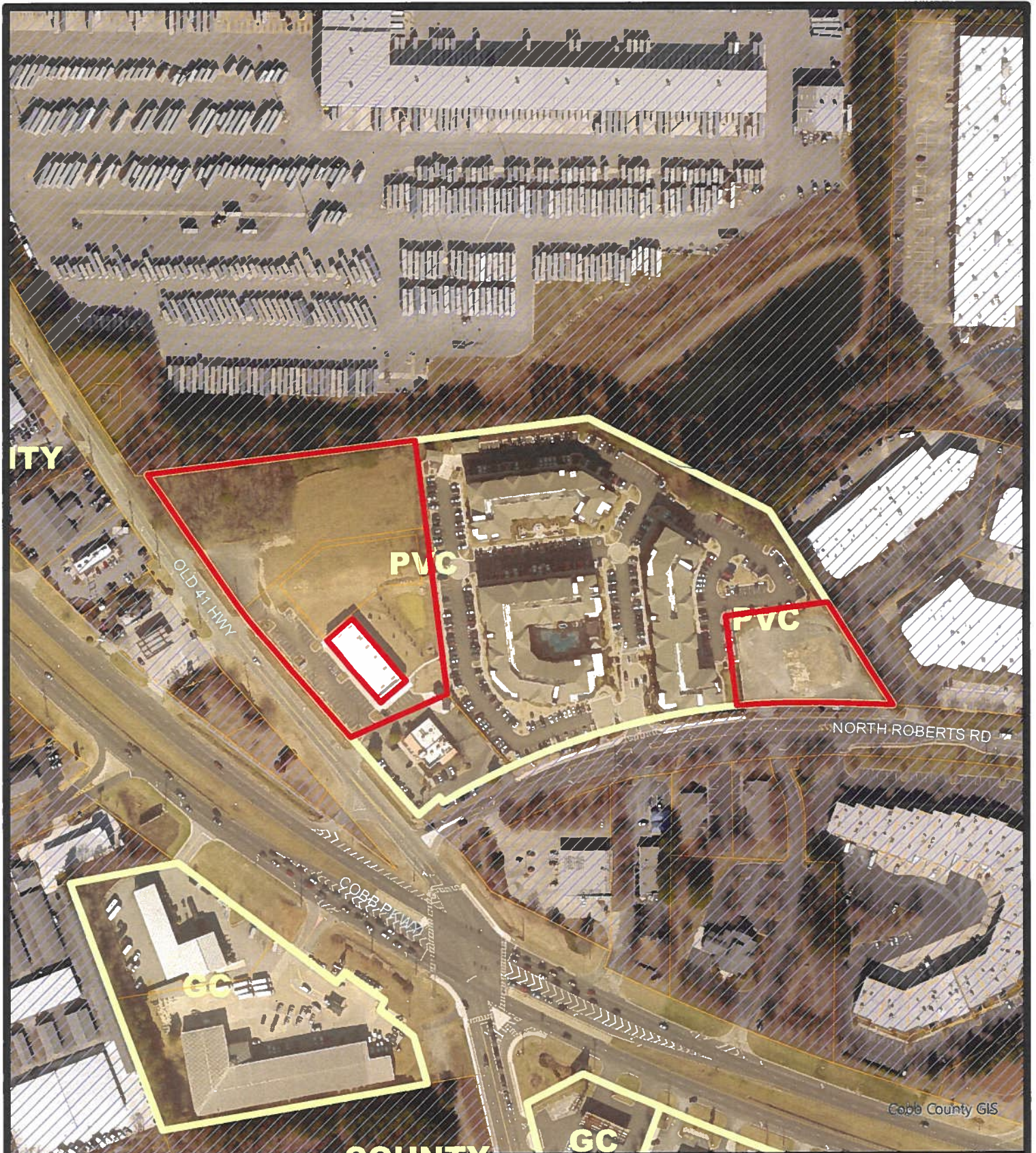
Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP



J. Kevin Moore
Attorneys for Applicant and Property Owners

Enclosures



CASE NUMBER		LAND USE OR ZONING		2112, 2114 Old 41 Hwy & 1620 N Roberts Rd Land Lot 175, Tax Parcels 21, 119 & 121 Land Lot 174, Tax Parcel 08  Subject Property	  CITY OF KENNESAW PLANNING & ZONING DEPT. 770-590-8268 <i>David Eastman</i> Mayor <i>Lee Murray</i> City Clerk	Scale: 1" = 250' Print Date: 9/20/2024 RZ2024_004
AV	LU	FROM	TO			
AX	RZ 2024-003	PVC	PVC			
DX	AV – Administrative Variance DX – De-annexation	 ZONING				
HBR	HBR – Historic Board Review	 KENNESAW CITY LIMITS				
SLUP	LU – Land Use RZ – Re-zoning SLUP – Special Land Use	 COBB COUNTY				
ZV	ZV – Variance	 LAND LOT				



REZONING APPLICATION

Required Fee \$375.00

Date Received 09/19/2024

Staff's Initials CMC

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

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

Date of Consultation 08/14/2024; 09/13/2024

Staff's Initials _____

REZONING PROPERTY ADDRESS 2112 & 2114 Old 41 Highway; 1620 N. Roberts Road

Land Lot 174, 175, 206, 207 Tax Parcel 21, 121, 119, 8 Lot Size 4.547+/-

Resident Population 0 Housing Units 0 Other Buildings Existing Retail Building

Zoning Request from:

Present Zoning PVC To: PVC

For the purpose of: Master Plan Amendment

APPLICANT EMAIL

Applicant Name: Fabric Housing Acquisitions LLC

Applicant Address 233 South Wacker Drive, Suite 4700, Chicago, IL 60606

(Phone #) _____

Moore Ingram Johnson & Steele, LLP

Applicant Signature BY: [Signature] Date September 19, 2024

Signed, sealed and delivered in presence of: Carolyn E. Cook September 19, 2024

Notary _____ Date _____
Commission Expires: January 10, 2027



REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Fax #) _____ (Work #) _____ (Cell #) _____

Representative Signature BY: [Signature] Date September 19, 2024

Signed, sealed and delivered in presence of: Carolyn E. Cook September 19, 2024

Notary _____ Date _____
Commission Expires: January 10, 2027



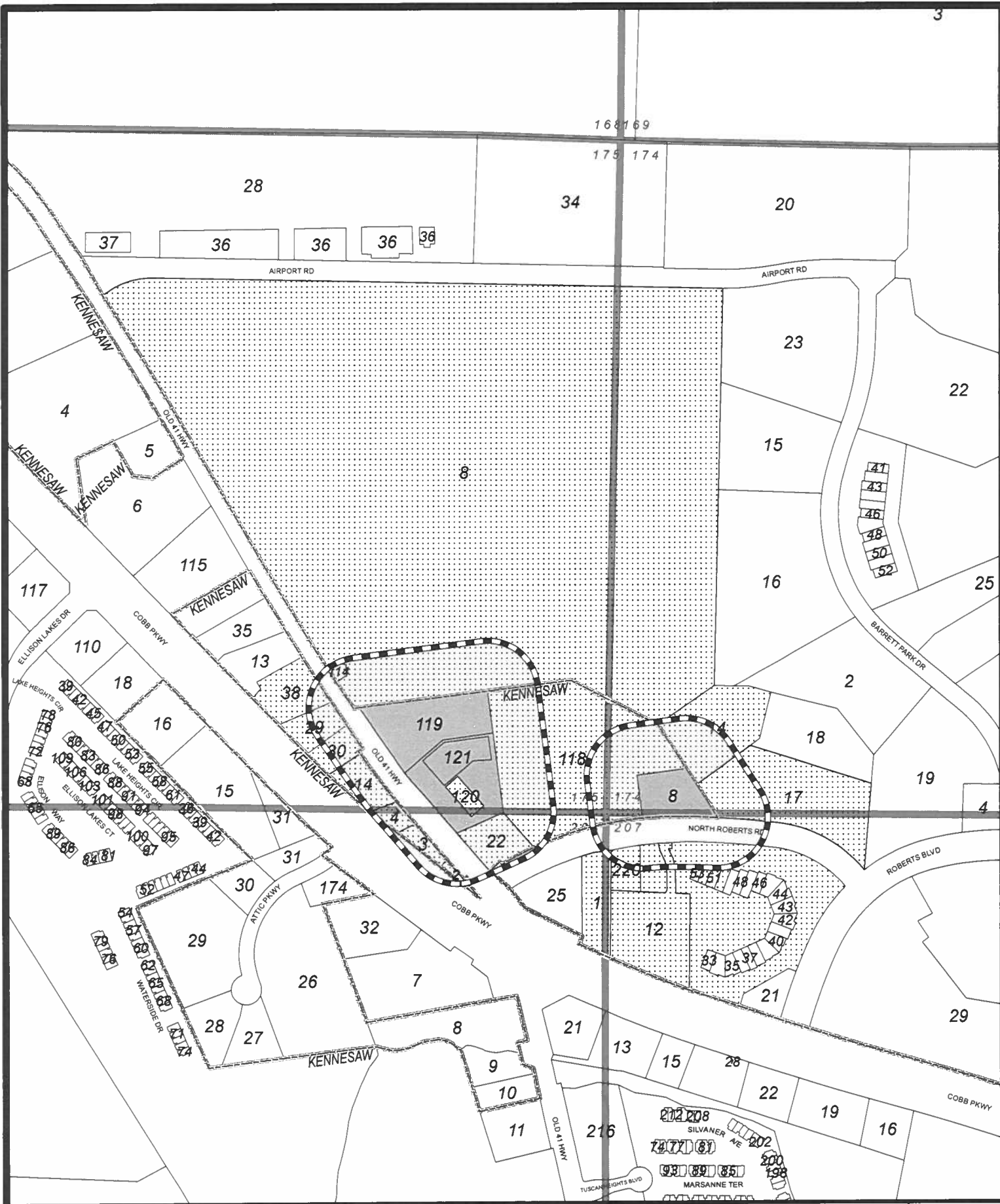
TITLEHOLDER: JLV Kennesaw Crossing, LLC
JLV Kennesaw Mixed Use, LLC (Phone #) _____

Signature BY: [Signature] Address 120 Interstate North Parkway, Suite 154, Atlanta, GA 30339

Signed, sealed and delivered in presence of: Carolyn E. Cook September 18, 2024

Notary _____ Date _____
Commission Expires: January 10, 2027





-  Subject Parcel
-  200' Radius
-  Properties Notified

2112, 2114 Old 41 Hwy & 1620 N Roberts Rd
Land Lot 175, Tax Parcels 21, 119, & 121
Land Lot 174, Tax Parcel 08

RZ2024-004
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
 PLANNING & ZONING DEPT.
 770-590-8268

David Estenberg
 Mayor
Jim Blasing
 City Clerk

Date: 9/30/2024
 RZ2024_004


 1" = 500'

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 PAC ELLISON LLC
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Tax Parcel - 20017501200
 ETHAN WAID REAL ESTATE LLC
 316 HARVEST VIEW TERRACE
 WOODSTOCK, GA 30188

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Tax Parcel - 20020600220
 3700 DEKALB TECHNOLOGY PARKWAY LLC
 450 EAST PACES FERRY ROAD
 ATLANTA, GA 30305

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 KENNESAW, GA 30156

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 FEDEX GROUND PACKAGE SYSTEM, INC.
 1000 FEDEX DRIVE
 MOON TOWNSHIP, PA 15108

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LANG, INC.
1613 OLD HUNTERS TRACE
MARIETTA, GA 30062

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D & S PROPERTY, LLC
307 BROOKE AVENUE
CANTON, GA 30114

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WAFFLE HOUSE, INC.
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POST OFFICE BOX 6450
NORCROSS, GA 30091-6450

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DALLAS, GA 30132

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438 CHOWNING PLACE
MARIETTA GA 30064

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KARLEBACH PROPERTY MANAGEMENT LLC
833 HALLBROOK LANE
MILTON, GA 30004

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City, State, ZIP+

Tax Parcel – 20020700510
 KEYCHEM INTERNATIONAL, INC.
 1690 ROBERTS BLVD., SUITE 118
 KENNESAW, GA 30144

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Tax Parcel – 20020700520
 RYTECH MANAGEMENT, LLC
 1690 ROBERTS BLVD, UNIT 120
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Tax Parcel – 20020700530
 STEVI B'S PIZZA ENTERPRISES, INC.
 1690 ROBERTS BLVD., N.W., SUITE 121
 KENNESAW GA 30144

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Tax Parcel – 20020702200
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 5201 OLD GAYDON ROAD
 POWDER SPRINGS, GA 30127

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 B & J TRUST
 C/O MARY BULLOCK WARREN ANGELUCCI
 4014 STONEBRIDGE LANE
 RANCHO SANTE FE, CA 92091

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USPS
Permit No. G-10

9590 942 2132 39

R7 2024-04

**United States
Postal Service**

Senders: Please print your name, address, and ZIP+4® in this box.

CITY OF KENNESAW
 Planning & Zoning
 2529 J.O. Stephenson Avenue
 Kennesaw, GA 30144

USPS TRACKING#

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9406 2952 2046 0656

R72024-04

United States
Postal Service

Sender: Please print your name, address, and ZIP+4® in this box.

Attention: Planning & Zoning
City of Kennesaw
5520 J.O. Stephenson Avenue
Kennesaw, GA 30144

USPS TRACKING#

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RZ2024-04

**United States
Postal Service**

Sender: Please print your name, address, and ZIP+4® in this box.

CITY OF KENNESAW
Attention: Planning Commission

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

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USPS TRACKING®

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9590 2098 2131 09

RZ2024-04

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box.

CITY OF KENNESAW
Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

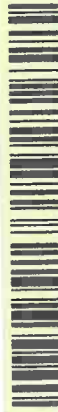
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20020702200
REDHOUSE LLC
5201 OLD GAYDON ROAD
POWDER SPRINGS, GA 30127



9590 9402 7567 2098 2132 39

2. Article Number (Transfer from service label)

7022 0410 0001 4901 7130

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
Guy Walters 10/21/24
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Registered Mail Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017501140
NOBLE BEN F.
438 CHOWNING PLACE
MARIETTA GA 30064



9590 9402 7567 2098 2131 54

2. Article Number (Transfer from service label)

7022 0410 0001 4901 7031

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017400140
DIODATI RAY L. & DIODATI RICH
POST OFFICE BOX 2595
KENNESAW, GA 30156



9590 9402 7567 2098 2130 93

2. Article Number (Transfer from service label)

7022 0410 0001 4901 6966

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017400170
DIODATI RAY L. & DIODATI RICH
POST OFFICE BOX 2595
KENNESAW, GA 30156



9590 9402 7567 2098 2131 09

2. Article Number (Transfer from service label)

7022 0410 0001 4901 6973

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
Marie Walter 10/21/24
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Registered Mail Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
Marie Walter 10/21/24
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

USPS TRACKING #



9590 9402 7567 2018 2132 84 R22024-04

United States
Postal Service

Sender: Please print your name, address, and ZIP+4® in this box.
Oct 28 2024

CITY OF KENNESAW Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

USPS TRACKING #



9590 9402 7567 2018 2132 84 R22024-04

United States
Postal Service

Sender: Please print your name, address, and ZIP+4® in this box.
Oct 28 2024

CITY OF KENNESAW Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

USPS TRACKING #



9590 9402 7567 2018 2132 84 R22024-04

United States
Postal Service

Sender: Please print your name, address, and ZIP+4® in this box.
Oct 28 2024

CITY OF KENNESAW Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

As in past elections,
USPS Postage & Fees Paid
USPS
If you chipper, please mail early.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20020700120
LGE COMMUNITY CREDIT UNION
POST OFFICE BOX 1188
MARIETTA, GA 30061



9590 9402 7567 2098 2132 22

2. Article Number (Transfer from service label)

7022 0410 0001 4901 7086

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017500080
FEDEX GROUND PACKAGE SYSTEM, INC.
1000 FEDEX DRIVE
MOON TOWNSHIP, PA 15108



9590 9402 7567 2098 2131 16

2. Article Number (Transfer from service label)

7022 0410 0001 4901 6980

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature [Signature] ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Justin Brown C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature [Signature] ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Justin Brown C. Date of Delivery 8/04/20
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017501200
ETHAN WARD REAL ESTATE LLC
316 HARVEST VIEW TERRACE
WOODSTOCK, GA 30188



9590 9402 7567 2098 2132 84

2. Article Number (Transfer from service label)

7022 0410 0001 4901 6942

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature [Signature] ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Justin Brown C. Date of Delivery 10-12-20
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

USPS TRACKING#
ATLANTA GA RPDC 302
21 OCT 2024 PM 3 L

RZ2024-04

9590 90257058 111123
RECEIVED

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*
OCT 23 2024

CITY OF KENNESAW
Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

279799

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017500140
LANG, INC.
1613 OLD HUNTERS TRACE
MARIETTA, GA 30062



9590 9402 7567 2098 2131 23

2. Article Number (Transfer from service label)

7022 0410 0001 4901 6997

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

ed Mail
ed Mail Restricted Delivery
\$500

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017501180
PAC ELLISON LLC
POST OFFICE BOX A3878
CHICAGO, IL 60690



9590 9402 7567 2098 2152 19

2. Article Number (Transfer from service label)

7022 0410 0001 4901 7154

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



9590 9402 7567 2088 2152 19

9590 9402 7567 2088 2152 19

9590 9402 7567 2088 2152 19

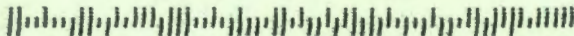
United States
Postal Service

Sender: Please print your name, address, and ZIP+4® in this box*

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

-279799



R2202#0476 of 301

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

USPS TRACKING # GA RPDC 301



9590 9402 7952 2098 2203 67

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box.

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

4. 2. 2. 2. 2.

Attention: Planning Department
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw GA 30144

• Sender: Please print your name, address, and ZIP+4® in this box.

**United States
Postal Service**

9590 9402 7567 2098 2203 29

ATLANTA GA RDC3
24 DEC 2024 PM 3 L

First-Class Mail
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Permit No. G-10

Page 177 of 301

USPS TRACKING#



9590 9402 7567 2098 2151 89

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

USPS TRACKING#



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United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box.®

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

1. 1980-1981
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 217. 2196-2197
 218. 2197-2198
 219. 2198-2199
 220. 2199-2200
 221. 2200-2201

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017400170
DIODATI RAY L. & DIODATI RICH
POST OFFICE BOX 2595
KENNESAW, GA 30156



9590 9402 7567 2098 2203 12

2. Article Number (Transfer from service label)

9589 0710 5270 0464 3889 32

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 2002070221
B & J TRUST
C/O MARY BULLOCK WARRE
4014 STONEBRIDGE LANE
RANCHO SANTEFE, CA 92091



9590 9402 7567 2098 2151 89

2. Article Number (Transfer from service label)

9589 0710 5270 0464 3888 88

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
B. Received by (Printed Name) Agent
C. Date of Delivery 12/10/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



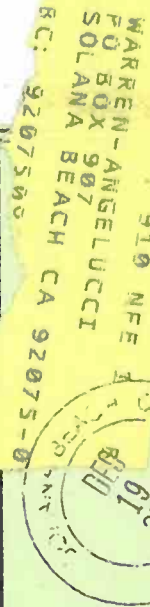
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature
B. Received by (Printed Name) Agent
C. Date of Delivery 12/10/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

- Delivery Restricted Delivery
- Signature Confirmation
- Signature Confirmation Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

ON ☐ YES ☐ NO: Is delivery address different from item 1? If YES, enter delivery address below: If NO, leave blank.

Delivery Restricted Delivery
Signature Confirmation
Signature Confirmation Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail (over \$500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

9589 0710 5270 0464 3889 32

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017500140
LANG, INC.
1613 OLD HUNTERS TRACE
MARIETTA, GA 30062



9590 9402 7567 2098 2203 67

2. Article Number (Transfer from service label)

9589 0710 5270 0464 3889 56

Domestic Return Receipt

52 699E 4940 0225 0720 699E

62 6022 8602 2992 2096 0696
HCH ILVODIO & TAY ILVODIO
07100471002 - Parcel 1

COMPLETE THIS SECTION ON DELIVERY

A. Signature
B. Received by (Printed Name) Agent
C. Date of Delivery 12/10/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20017500300
WAFFLE HOUSE, INC.
ATTENTION: TAX DEPARTMENT
POST OFFICE BOX 6450
NORCROSS, GA 30091-6450

Page 179 of 33



9590 9402 7567 2098 2202 82

2. Article Number (Transfer from service label)

9590 0710 5270 0464 3889 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

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- ☐ Registered Mail™
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



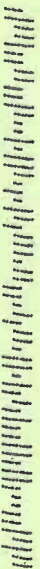
9590 9402 7567 2098 2202 82

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• Sender: Please print your name, address, and ZIP+4® in this box •

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144



MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MARIETTA, GEORGIA
EMERSON OVERLOOK
326 ROSWELL STREET
SUITE 100
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499

KNOXVILLE, TENNESSEE
408 N. CEDAR BLUFF ROAD
SUITE 500
KNOXVILLE, TENNESSEE 37923
TELEPHONE (865) 692-9039

JACKSONVILLE, FLORIDA
10201 CENTURION PARKWAY N.
SUITE 401
JACKSONVILLE, FLORIDA 32256
TELEPHONE (904) 428-1465

BRENTWOOD, TENNESSEE
12 CADILLAC DRIVE
SUITE 200
BRENTWOOD, TENNESSEE 37027
TELEPHONE (615) 425-7347

LEXINGTON, KENTUCKY
2408 SIR BARTON WAY
SUITE 375
LEXINGTON, KY 40509
TELEPHONE (859) 309-0026

ORLANDO, FLORIDA
390 N. ORANGE AVENUE
SUITE 625
ORLANDO, FLORIDA 32801
TELEPHONE (407) 367-6233

HARRISBURG, PENNSYLVANIA
101 ERFORD ROAD
SUITE 300
CAMP HILL, PA 17011
TELEPHONE (717) 790-2854

November 8, 2024

Via E-mail Only to dsimmons@kennesaw-ga.gov

Mr. Darryl Simmons
Zoning Administrator
Department of Community Development
City of Kennesaw, Georgia
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

RE: Application for Rezoning (Master Plan Amendment)
 Case No.: RZ2024-04
 Applicant: Fabric Housing Acquisitions, LLC
 Property Owners: JLV Kennesaw Crossing, LLC;
 JLV Kennesaw Mixed Use, LLC
 Property: 4.547 acres, more or less, located at the
 intersection of Old 41 Highway and North
 Roberts Road, being more particularly known as
 2112 and 2124 Old 41 Highway and
 1620 N. Roberts Road; Land Lots 174 and 175,
 20th District, 2nd Section, City of Kennesaw,
 Cobb County, Georgia

Dear Darryl:

Please accept this correspondence as the request of Applicant and Owners in the above-referenced Application for Master Plan Amendment to table the pending Application from the November 12, 2024, Mayor and City Council Work Session and November 18, 2024, Mayor and City Council Hearing Agenda to the respective agenda dates in December 2024. As we discussed, there appears to be outstanding items or issues arising out of the initial rezoning in 2018; as well as, the subsequent master plan amendment approved in 2022, which need to be addressed and resolved with City Staff prior to consideration by the Mayor and City Council. Moreover, the additional time will provide the Applicant an opportunity to continue its work with City Staff to incorporate potential revisions in response to expressed concerns. In this regard, this correspondence also serves to request a meeting with you and the City Manager to review any outstanding items or issues from prior approvals to determine how best this Applicant may address the situation and satisfy the City's concerns.

MOORE INGRAM JOHNSON & STEELE

Mr. Darryl Simmons
Zoning Administrator
Department of Community Development
City of Kennesaw, Georgia
Page 2 of 2
November 8, 2024

As always, we appreciate your professional courtesy in handling of any application and would very much appreciate the opportunity to continue our work to produce a development that achieves the goals of all parties involved.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc

c: Channelle Campbell
Assistant Zoning Administrator/Planner
Department of Community Development
City of Kennesaw
(Via E-mail Only)

Fabric Housing Acquisitions, LLC
(Via E-mail Only)

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
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101 ERFORD ROAD
SUITE 300
CAMP HILL, PA 17011
TELEPHONE (717) 790-2854

December 2, 2024

Via E-mail Only to dsimmons@kennesaw-ga.gov

Mr. Darryl Simmons
Zoning Administrator
Department of Community Development
City of Kennesaw, Georgia
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

RE: Application for Rezoning (Master Plan Amendment)
 Case No.: RZ2024-04
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Property Owners: JLV Kennesaw Crossing, LLC;
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 Roberts Road, being more particularly known as
 2112 and 2124 Old 41 Highway and
 1620 N. Roberts Road; Land Lots 174 and 175,
 20th District, 2nd Section, City of Kennesaw,
 Cobb County, Georgia

Dear Darryl:

Please accept this correspondence as the request of Applicant and Owners in the above-referenced Application for Master Plan Amendment to table the pending Application from the December 9, 2024, Mayor and City Council Work Session and December 16, 2024, Mayor and City Council Hearing Agenda to the respective agenda dates in January 2025. Applicant continues its work on revising the master plan to incorporate City Staff comments. Moreover, the additional time will provide the Applicant an opportunity to continue its work with City Staff to incorporate potential revisions in response to expressed concerns; as well as, address outstanding items or issues arising out of the initial rezoning in 2018 and the subsequent master plan amendment approved in 2022.

Therefore, we respectfully request the Application be tabled to be presented at the Mayor and City Council Work Session on January 13, 2025, and subsequently be heard before the Mayor and City Council on January 21, 2025.

MOORE INGRAM JOHNSON & STEELE

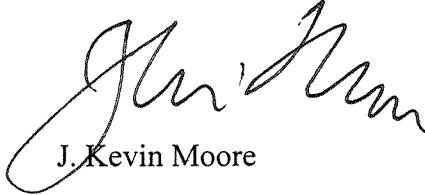
Mr. Darryl Simmons
Zoning Administrator
Department of Community Development
City of Kennesaw, Georgia
Page 2 of 2
December 2, 2024

As always, we appreciate your professional courtesy in handling of any application and would very much appreciate the opportunity to continue our work to produce a development that achieves the goals of all parties involved.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc

c: Channelle Campbell
Assistant Zoning Administrator/Planner
Department of Community Development
City of Kennesaw
(Via E-mail Only)

Fabric Housing Acquisitions, LLC
(Via E-mail Only)

**MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
November 6, 2024
6:30 PM**

1. Call to Order / Roll Call

The meeting was called to order by Chairman Jackson at 6:31 p.m.

Roll Call: Chairman Jackson, Commissioner Ragus, Commissioner Patterson, Vice Chair Bodenhamer, Commissioner Vande Zande, Commissioner Trim

Absent: Commissioner Greenall

Staff Present: Darryl Simmons (Planning and Zoning Administrator), Chanelle Campbell (Assistant Zoning Administrator), Rebecca Goldstein (Community Development Administrative Assistant)

Speakers: John Gray (Founder and CEO of Fabric Housing, LLC), Kevin Moore (Attorney), Zack Gober (President of Lavista Associates), Vanita Keswani (Education and Exhibits Manager at Smith-Gilbert Gardens)

2. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology, allowing the public simultaneous access to the public meeting. The meeting may be accessed using the following link: <https://www.kennesaw-ga.gov/publicmeetings/>. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 p.m. the night of the regular meeting. Your comment will be read aloud or grouped into categories for the record. All interested parties may attend the meeting in person with limited seating available at the City Hall Council Chambers and the Ben Robertson Community Center, if needed. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.
- B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: <https://arcg.is/1q1ubX0>.
- C. New business items on this agenda will be heard by the Mayor and Council on November 18, 2024.

3. Approval of the Meeting Minutes

- A. Approval of Meeting Minutes: October 2, 2024

Chairman Jackson called for a motion.

Motion to approve by Vice Chair Bodenhamer.

Seconded by Commissioner Trim.

Chairman Jackson proceeded with a roll call for approval.

Vote taken, Commissioner Ragus, Commissioner Patterson, Vice Chair Bodenhamer, and Commissioner Trim voted in favor. Commissioner Vande Zande abstained. Motion approved 4-0. Motion carried.

4. New Business

- A. **RZ2024-04** - Consideration to amend the zoning conditions for the property located at 2112 & 2114 Old 41 Hwy, and 1620 N. Roberts Rd (20017501190, 20017501210, 20017500210, 20017400080) as submitted by Fabric Housing Acquisitions, LLC. Said request is to amend the zoning conditions outlined in ordinances #2018-10 and #2022-09 to eliminate the ground floor commercial requirement and replace the two condominium buildings consisting of 9,750 sq. ft with the remaining 12,000 sq. ft of retail along N. Roberts Road. Property consists of 4.57 +/- acres and lies in land lot 174,175, 206, and 207 tax parcel 21, 121, 119, and 8.

Mr. Darryl Simmons approached the podium and stated Ms. Chanelle Campbell will be presenting this agenda item. He also stated he would be available to answer any questions from the Planning Commission or the public.

Ms. Chanelle Campbell introduced this agenda item; a rezoning application submitted by Fabric Acquisition Housing, LLC to amend the zoning condition from Ordinance #2018-10 and Ordinance #2022-09 on parcels located at 2112 and 2114 Old 41 Highway and 1620 North Roberts Road. Ms. Campbell shared that in 2018 the site was rezoned from General Commercial (GC) to Planned Village Community (PVC). The intent of the rezoning was to develop a mixed-use development consisting of a four to five-story hotel, two one-story retail buildings consisting of approximately 22,000 square feet, three four-to-five-story multi-family buildings, and two office condominium buildings consisting of approximately 9,750 square feet.

The construction of the multifamily development known as "The Ellison" was completed in 2021. The project consisted of three four-story buildings totaling 250 units with singular access from North Roberts Road. The same year, the construction of a 10,000 square foot retail building was completed on parcels fronting Old 41 Highway.

The applicant subsequently returned in 2022 to amend the master plan previously approved in 2018. The application at that time requested to replace the hotel requirement with a mixed-use development consisting of 12,000 square feet of ground floor commercial component and multifamily with no more than 208 additional units. The request was approved by Mayor and Council on November 21, 2022 with added stipulations to include outdoor plaza spaces, a parking deck, and an eight-foot multi-use trail.

The application before the Planning Commission today requests to eliminate the ground floor commercial requirement along Old 41 Highway, and place the remaining 12,000

square feet of required retail along North Roberts Road. The applicant is also requesting to eliminate the two-story office condominium building consisting of 9,750 square feet. The applicant additionally requests to construct a multifamily building consisting of 120 apartment units, which is less than what was approved in 2022, where the cap was 208 apartment units.

All the required public notice procedures were completed, including the placement of public notice signs on the property and an advertisement in the Marietta Daily Journal on October 18th.

Ms. Campbell noted that the ground retail component along Old 41 Highway will be eliminated in the revised plan. There is presently 10,000 square feet of retail that was developed as part of the mixed-use. The remaining 12,000 square feet of retail will be placed on North Robert Road as part of the new proposal.

Ms. Campbell continued her presentation and displayed the site plan submitted with the request for an amendment in 2022. The site plan detailed the multi-use trail, plazas, a parking deck, and a mixed-use component with retail on the ground floor.

Ms. Campbell stated that the development pattern along Cobb Parkway and Old 41 Highway has historically been commercial with office and retail services fronting both sides of the roadway. The intent of this area is to promote a mix of retail, dining services, and business that fosters economic development and balances commercial needs with community-focused developments. Because the development of a completely residential unit along Old 41 Highway would be contrary to the existing development pattern, staff recommends a denial of the proposal to amend the master plan that was approved back in 2022 with the remaining conditions from 2018.

Ms. Campbell announced that the applicants were present and will be able to answer any additional questions from the Planning Commission.

Chairman Jackson asked if the applicant wishes to make any additional comments.

Kevin Moore, representative of the applicant Fabric Housing, LLC., approached the podium and reintroduced the project, noting that the original approval in 2018 included a mixed-use development with a hotel, multifamily apartments, and retail, and that the 2022 amendment removed the hotel and replaced it with a multifamily building of 208 apartments, 12,000 square feet of ground floor retail, and an office component designated for 9,750 square feet.

Mr. Moore expressed that the applicant is looking at how the master plan can be executed successfully. He explained that the two parcels have been sitting vacant since the old cowboy shopping center was torn down and redevelopment began.

Due to changes in the market and economy, as well as the impacts from covid, the

office market has seen an increase in vacancy rate from a 7 percent vacancy rate to a 50 percent vacancy rate. Thus, building new offices next to already existing office spaces on North Roberts Road would not be economically feasible.

The 12,000 square feet of retail on fronting Old 41 Hwy has been marketed and has not received the reception it needs to be successful along Old 41 Highway. The applicant shared that the developers plan to reposition the 12,000 square feet of remaining retail to North Roberts Road so that it can be more successfully marketed. The project also downsized the entitled number of apartments from 208 to 120 units for consistency in the development.

Mr. Moore reiterated the applicant's belief in the necessity of a new vision for the redevelopment to ensure its completion. The applicant proposes relocating various elements of the master plan to more suitable locations while preserving key components approved by the Mayor and Council. These crucial elements include mixed-use areas, the multi-use trail, and plaza spaces, which were conditions of the master plan amendment in 2022.

Mr. Moore announced that John Gray of Fabric Housing, LLC is present and can speak to the overall vision, of the project. He also shares that Zack Gober from Lavista Associates, the broker and retail broker for the project, is present and can provide further details in response to any questions.

Mr. Moore respectfully requested the Planning Commission's recommendation of approval of this master plan amendment. He explained that while he understands staff's position there are other factors such as economics challenges that impacts the success of a project.

Chairman Jackson opened the floor to the public for comment. Hearing no public comment, Chairman Jackson closed the floor to public comment and opened the floor to Commissioner comments.

Vice Chair Bodenhamer asked if the overall retail square footage in the proposal was less than it was before and how it compares with the retail plus the office space component.

John Gray, CEO and Founder of Fabric Housing, LLC, approached the podium and explained that the originally approved retail space was 22,000 square feet. The total retail square footage remains the same, comprising 10,000 square feet of existing retail space and an additional 12,000 square feet to be developed along North Roberts Road.

Vice Chair Bodenhamer asked if the designated office component would be completely removed from the project.

John Gray confirmed that the designated office space is no longer part of the project.

Vice Chair Bodenhamer asked for clarification on whether or not the retail proposal would absorb the office square footage.

John Gray confirmed that the retail square footage would remain unchanged, while the overall commercial square footage would decrease by just over 9,000 square feet due to the elimination of the office component. He explained that with the current occupancy rate of 60 to 70 percent for the office condos to the southeast of the parcel on North Roberts Road, it would be inappropriate to construct new office buildings. He believes there is a better opportunity for retail. Additionally, he noted that having retail adjacent to the existing office park increases marketability and enhances walkability on the Cobb Commercial Corridor from the apartment community and office park.

Vice Chair Bodenhamer requested further explanation from staff regarding denial of the request.

Mr. Simmons approached the podium and explained that the role of Planning and Zoning staff in the rezoning process is to help guide not just the Boards and Mayor and Council, but also the development community. He shared that the applicant did their due diligence and met with the Plan Review Committee. During the meeting, staff shared other examples of successful mixed-use in the City of Kennesaw with ground floor retail and multifamily. He shared that staff acknowledge the hesitation for developing the office component, but he shared that staff provided additional uses such as medical, institutional, education and consulting that could benefit from the office space.

Mr. Simmons stated that due to prior concessions resulting in the elimination of the hotel for the development of mixed-used development along with the pre-existing pattern on Old 41 Highway established for retail, they stand on the approved Master Plan agreed upon by the applicant. Mr. Simmons explained the city has provided as much guidance as it can to promote the redevelopment, including agreeing to removing the hotel portion from the project.

Vice Chair Bodenhamer inquired whether staff's concern was related to the removal of the office component and the introduction of retail on North Roberts Road, or if it was about the lack of a retail component on Old 41 Highway. He also asked if staff would advise against retaining the proposed retail component on North Roberts Road while adding more retail on Old 41 Highway.

Mr. Simmons asked for further clarification.

Vice Chair Bodenhamer indicated that he was referring to placing retail on North Roberts Road, as proposed by the applicant, and adding ground floor retail on Old 41 Highway.

Mr. Simmons stated that staff is repeating the expectations from Mayor and Council and the City of Kennesaw back from 2018 to 2022, but expressed staff's openness to exploring the Vice Chair's suggestion.

Vice Chair Bodenhamer reiterated that he was exploring whether staff would agree to retail on North Roberts Road or if they wanted to keep retail on Old 41 Highway.

Mr. Simmons stated that staff always leaves the door open for solutions, and that the Vice Chair should direct his question to the applicant to see if they are amicable.

Mr. Gray shared that the master plan re-envisioned in 2022 had 10,000 square feet of retail on the ground floor of the proposed mixed-use apartment on Old 41 Hwy. Since its completion in 2021, one third of the existing 10,000 square foot retail building has remained vacant. He expressed that creating the mixed-use building became unappealing because they would be adding more retail in addition to retail that has not been successful in leasing.

Mr. Gray explained that some of the site's difficulty stems from the building being at the backside of a gas station and the Waffle House dumpster site. Retailers have expressed a lack of interest in being on the hidden side of Cobb Parkway where nobody is entering activated retail. This was part of the reasoning for moving the retail to the southeast portion of the master plan. Mr. Gray added that from a buildability perspective, the layout of the existing multifamily buildings would mean losing a quarter of the units to add more retail when the number of multifamily units has already been reduced by 42 percent going from 208 units to 120 units.

Vice Chair Bodenhamer noted that, although he is not involved in real estate or development, he speculates that the current retail building may be struggling due to the adjacent vacant parcel and the potential difficulty accessing the site with only one entrance. He suggested that if the area appeared more complete, it might attract more businesses.

Mr. Gray expressed that the accessibility is great for the 10,000 square foot building due to two entrances and surface parking at the front door of the space. He thinks it is a combination of the access and what's on the street that's prevented the leasability of the space.

Commissioner Trim requested the applicant provide further details on the vacancy rate for office uses.

Mr. Zack Gober, President of Lavista Associates, approached the podium and introduced himself and his brokerage firm. Mr. Gober explained that he ran an exercise on CoStar, a product that shows the availability of office space immediately to the east of the site and near Chastain Road, which includes approximately 30 buildings. The exercise showed 50 percent availability for office space on the market for lease and sublease. Mr. Gober conveyed that the office market is currently struggling, estimating that about 90% of office buildings are likely experiencing financial distress. Mr. Gober noted that placing the retail on North Roberts Road could serve as that walkability immediately to the office park.

Mr. Gober stated that Lavista Associates had been leasing this space since 2018; however, a new group took over leasing and they were also not able to get any leasing activity.

Chairman Jackson asked if there were additional comments from the commissioners. Hearing no further comments, Chairman Jackson called for a motion.

Commissioner Vande Zande made a motion to approve the zoning request as presented.

Seconded by Commissioner Ragus.

Mr. Simmons approached the podium to make an additional request if the Chairman would allow it.

Chairman Jackson agreed.

Mr. Simmons explained that if the Planning Commission decides to approve the request, the Public Works director, Ricky Stewart, requested the incorporation of sidewalk connectivity along the frontage of Old 41 Highway due to the change in use to residential. Mr. Simmons stated that the addition of sidewalks would continue the overall theme of connectivity throughout the development as it pertains to access to Old 41 Highway.

Commissioner Trim asked if the Planning Commission could add conditions as part of the rezone such as requiring each unit to have a pre-built grease trap.

Mr. Simmons responded that the relevant building and fire requirements will kick in based on use.

Commissioner Vande Zande asked if staff's request was to attach a condition to the motion requiring the installation of sidewalks along the Old 41 Highway. He asked where the sidewalks would lead.

Mr. Simmons responded that with new development, sidewalks are usually put along the frontage of the development.

Commissioner Vande Zande asked the applicant whether they would agree to the sidewalk condition.

Mr. Moore confirmed that they would be agreeable to installing new sidewalks along Old 41 Highway.

Commissioner Vande Zande retracted the first motion. He made a new motion to approve the zoning request with the condition of installing sidewalks along the frontage of the property. He asked Mr. Simmons if that was correct.

Mr. Simmons stated the sidewalk would be along Old 41 Highway and reiterated that the motion includes the removal of the office component on North Roberts as the applicant requested.

Commissioner Vande Zande asked if the sidewalks would extend to the North Roberts Road portion of the project.

Mr. Simmons confirmed.

Commissioner Vande Zande restated that the sidewalk will run from North Roberts Road to the end of the project on Old 41 Highway. He asked whether there is a trail head on Old 41 Highway.

Mr. Simmons stated that there is a previously approved trail that the sidewalk will tie into.

Chairman Jackson asked whether the sidewalk would be 8 feet or 5 feet.

Mr. Simmons stated that the minimum width is 5 feet, but staff would prefer wider sidewalks given the number of units to be added to the development. Depending on the engineering, curb cuts required to make the sidewalk safe, and space available, staff would prefer 8 feet sidewalks, but the minimum requirement is 5 feet.

Commissioner Vande Zande stated that he would not want to mandate 8ft. He stated that 5ft is the minimum requirement.

Chairman Jackson called for a motion.

Motion by Commissioner Vande Zande to approve with the condition that 5ft sidewalks be added along the frontage of Old 41 Highway and North Roberts Road.

Seconded by Commissioner Ragus.

Chairman Jackson proceeded with a roll call vote.

Vote taken, Commissioner Ragus, Commissioner Patterson, and Commissioner Vande Zande voted in favor. Vice Chair Bodenhamer and Commissioner Trim voted against.

Motion approved 3-2. Motion carried.

Mr. Simmons reiterated that the Planning Commission's recommendation will go to Mayor and Council for their November 18th meeting, at which time they will take action on this request. Mr. Simmons thanked Chairman Jackson.

- B. **MISC2024-03** - Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, " Unified Development Code" Section 2.03.00 and Section 8.04.00 of said chapters as submitted by the City of Kennesaw.

Mr. Simmons introduced this agenda item. This is a text amendment request submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, "Unified Development Code," Section 2.03.00 and Section 8.04.00 of said chapters as submitted by the City of Kennesaw. This is a text amendment that will dissolve the Kennesaw Art and Culture Commission, which was put in place in 2013 to act as the approval and review arm for the City. The commission will be replaced with an Arts Programming Coordinator, which is a staff level position. An art advisory committee will be added and used, as needed, to assist staff to review. The purpose of this text amendment is to create a more efficient review process. Currently, anything approved for public art has to go through an extensive public notice process including the posting of signs and mailing of letters. Staff believes it would better serve the public to have a better, more efficient, and less arduous process. Staff took over a year looking at different models throughout the region, and came up with this language that went through our legal department. Staff believes this is a good solution to bring art programming downtown and create an easier process for local and national artists.

Vice Chair Bodenhamer disclosed that his wife served on the Kennesaw Arts and Culture Commission within the past year but no longer serves. He asked staff if there is a conflict of interest.

Mr. Simmons responded that there was not a conflict of interest.

Chairman Jackson asked if the purpose of the text amendment was to hire a new staff person.

Mr. Simmons responded that Ms. Vanita Keswani, who is acting as an art program coordinator for the city and possesses extensive experience in arts programming, will be appointed.

Chairman Jackson commented that he has enjoyed past art exhibits in Kennesaw and asks Mr. Simmons to introduce Ms. Keswani.

Mr. Simmons introduced the proposed Arts Programming Coordinator Ms. Vanita Keswani.

Ms. Vanita Keswani, Education and Exhibits Manager at Smith-Gilbert Gardens, approached the podium and introduced herself. Ms. Keswani shared her extensive background and experience in arts programming including creating a loan agreement program for Smith-Gilbert Gardens, growing partnerships with arts organizations in Metro Atlanta, exhibiting the works of professional artists at the gardens, and writing grants to provide stipends to artists. She noted that the current process, including the challenge of obtaining quorum for a commission meeting, adds additional time that can cause a loss of opportunities with partners.

Ms. Keswani provided additional details on the proposed text amendment. She shared

that there is a system for working with the City Manager's office and a committee created to ensure acquisitions are appropriate for the city and our community.

Chairman Jackson opened the floor to public comment. Hearing no public comment, Chairman Jackson opened the floor to Commissioner comments.

Commissioner Trim asked if the definition for "artist" in the proposed text amendment would exclude student artists.

Mr. Simmons stated that student artists can be added to the definition.

Vice Chair Bodenhamer inquired if the text amendment means public art applications are no longer brought before Mayor and Council.

Mr. Simmons responded that the proposed structure has applications going to the City Manager's office.

Vice Chair Bodenhamer further inquired if the approval process is shifting from approval by Mayor and Council to approval by the City Manager.

Mr. Simmons confirmed.

Ms. Keswani added that the ordinance provides staff with the ability to work with other departments. She explains that cooperating with other departments helps identify challenges and suggestions, which also improves the process.

Vice Chair Bodenhamer expressed that he is in favor of creating a more efficient process. He asked about the role of committee and how members are chosen.

Mr. Simmons responded that the committee is used as needed. Members would be appointed and approved by the City Manager's office. Members would have a background in art and programming. There is a structure on how to appoint an advisory committee, and they would meet as needed as determined by the coordinator.

Chairman Jackson asked for any additional comments or questions.

Chairman Jackson called for a motion.

Motion by Vice Chair Bodenhamer to approve with the condition that "student artist" be added to the definition of "Artist" in section 2.03.02.

Seconded by Commissioner Patterson.

Chairman Jackson proceeded with a vote for approval.

Vote taken, Motion unanimously approved 4-0. Motion carried.

- C. **PP2024-01** - Consideration for approval of a preliminary plat as submitted by Tyler Shoop located at 3057 N. Main Street (Parcel ID: 20012702300) for the

development of a 38 unit townhome community. The property is located on 5.98+/- acres, and lies in land lot 127, tax parcel 23.

Mr. Simmons introduced this agenda item. This is a preliminary plat application submitted by Tyler Shoop located at 3057 North Main Street for the development of 38 townhome units. This property is located on 5.9 +/- acres in land lot 127, tax parcel 23.

The total project is 14.34 +/- acres and was done in two phases. The completed first phase, titled "Cantrell Crossing," has 70 townhomes on 8.36 +/- acres. This preliminary plat is for part two of the master plan approved in 2018. This phase has 38 units, which will meet the overall density and unit restrictions and zoning conditions for the whole master plan. The preliminary plat identifies potential issues with the proposed streets, access, layout, and greenspace. It is not a recorded document, but it requires review and approval by the Planning Commission. This preliminary plat went through plan review committee, public works, stormwater, and planning and zoning and meets all of our requirements. Staff recommends approval of the Preliminary Plat.

Mr. Simons noted that all identified and labeled roads will remain private.

Chairman Jackson asked for clarification on the verbiage on a road being public or private.

Mr. Simmons explained that when a development constructs roads to city standards, the city can choose to accept the roads, known as a dedication, or allow them to remain private. In the case of this Preliminary Plat, the city and the public works department have decided not to accept these roads, preferring they remain private and be maintained by the HOA and residents.

Chairman Jackson asked if there will be requirements for improvements along Rutledge Road.

Mr. Simmons responded that Rutledge Road will be part of a future S.P.L.O.S.T project. It will not affect access to the proposed townhomes or to the existing Cantrell Crossing townhomes.

Mr. Simmons shared that the roads for phase 2 "Towns at Cantrell", will share the main circular road with phase 1 "Cantrell Crossing". Private roads will then connect to the 38 units. Access will not be compromised. There will still be access off Rutledge Road.

Chairman Jackson asked if the HOA has to maintain the private roads and if the roads must be maintained to a specific standard.

Mr. Simmons responded that the HOA has to maintain the roads. They are required to put it into their covenants, have access, and have appropriate financing for future upgrades and paving.

Chairman Jackson commented that there is already a desire for pedestrians to cross

North Main Street for Swift Cantrell and Pelican's Snoballs. He expressed concern that more development will attract more pedestrians, particularly children, and create an increased safety risk, especially given the lack of a playground on the preliminary plat.

Mr. Simmons explained that the preliminary plat includes a substantial amount of green space fronting North Main Street, available for residents to use, featuring a walking area, a track, and other pedestrian-friendly amenities. This greenspace also acts as a landscape buffer between the homes and North Main Street and is a specific amenity for the new tenants. The city of Kennesaw is evaluating long-term transportation solutions and options for Rutledge Road and Cathey Lane, given the presence of the multi-million dollar facility, Swift Cantrell, across the street. The city's goal is to accommodate pedestrians who wishes to visit the park.

Mr. Simmons informed the Planning Commission that a preliminary plat is not a public hearing.

Vice Chair Bodenhamer commented that he would like staff to look at the line of sight on Rutledge Road. He stated there are visibility issues when turning left onto Rutledge Road that may become more problematic with more development.

Mr. Simmons thanked the Vice Chair for his comment.

Vice Chair Bodenhamer asked if there are sidewalks along the development's side of North Main Street.

Mr. Simmons stated that there are sidewalks.

Vice Chair Bodenhamer asked if the sidewalks fronting North Main Street continue to Pelican's and if the sidewalks will be connected by a crosswalk.

Mr. Simmons responded that a crosswalk would be the City's responsibility and part of the transportation plan.

Vice Chair Bodenhamer commented that he would like staff to look at a way to get pedestrians across North Main Street safely. He noted that currently pedestrians have to walk down to a 4-way stop to access a crosswalk.

Commissioner Trim commented that the distance is too short from the closest crosswalk to justify installing another crosswalk.

Chairman Jackson commented that kids on skateboards are unwilling to travel far to cross the street.

Commissioner Trim commented that the distance is less than a mile and cautions against putting too many crosswalks in one spot. He referenced the crosswalks in front of Revival on South Main Street as an example.

Vice Chair Bodenhamer stated that he wants to ensure people get across the street safely because kids run across the street to Pelican's. He noted that it is an issue worth looking into.

Mr. Simmons responded that ensuring safe pedestrian crossing will be a key part of the solutions being considered for that area. As more programs are introduced at Swift Cantrell and redevelopment continues on North Main Street, the city plans to accommodate increased traffic and pedestrian movement.

Chairman Jackson asked if the preliminary plat needs to be approved by the Planning Commission.

Mr. Simmons confirmed the preliminary plat requires approval by the Planning Commission. He noted that the document is not recorded and is used to identify infrastructure and roads. He added that there is a final plat process that goes before Mayor and Council to establish property lines and fee simple lines for townhomes.

Chairman Jackson called for a motion.

Motion by Vice Chair Bodenhamer to approve

Seconded by Commissioner Trim.

Chairman Jackson proceeded with a roll call vote.

Vote taken, Motion unanimously approved 4-0. Motion carried.

5. Staff Comment

Mr. Simmons thanked the Commissioners for their service and notified the Commissioners that staff would send out notifications to any of the Commissioners whose term expires at the end of this year. Commissioners will be emailed and asked if they would like to continue to serve.

6. Adjourn

Chairman Jackson adjourned the meeting at 7:46 p.m.



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: January 13, 2025

TITLE: **Minutes: January 6, 2025 Regular Meeting**
Approval of January 6, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-01-06 City Council 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/
January 6, 2025
6:30 PM**

Present	Mayor Derek Easterling Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Pat Ferris Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Invocation

City Attorney Randall Bentley, Sr. led the Invocation.

2. Pledge of Allegiance

City Resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

5. Presentations

6. Public Comment/Business from the Floor

6:32 p.m. Floor Open for Public Comments

No comments.

6:33 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

A. Resolution: Qualifying Fees

Consideration for approval of a Resolution setting qualifying fees for the November 2025 election for City Council Posts 3, 4, and 5 and authorization to

advertise said notice and fees.

City Clerk Lea Alvarez presented a Resolution setting the qualifying fees for the November 2025 election for City Council Posts 3, 4, and 5, which is \$360.00, respectively. Further, Ms. Alvarez requested authorization to post the fees in the Marietta Daily Journal prior to the February 1, 2025 state-mandated deadline.

Motion by Councilmember Viars to approve [Resolution No. 2025-01](#) setting qualifying fees for the November 2025 election for City Council Posts 3, 4, and 5 and to authorize the advertisement of said notice and fees as presented. Seconded by Councilmember Gutierrez.

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

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. Minutes: December 9, 2024 Work Session

Approval of the December 9, 2024, City Council work session minutes.

B. Minutes: December 9, 2024 Executive Session

Approval of the December 9, 2024, City Council executive session minutes.

C. Minutes: December 16, 2024 Regular Meeting

Approval of the December 16, 2024, City Council regular meeting minutes.

D. Meeting Schedule: 2025 City Council Work Sessions and Regular Meetings

Approval of the 2025 City Council work sessions and regular meetings schedule.

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded by Councilmember Ferris.

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

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

6:34 p.m. Floor Open for Public Comments

ANDREW BRAMLETT: Mr. Bramlett shared local history about Kennesaw's first bank [Exhibit A].

6:35 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

A. Appointment: Mayor Pro Tem

Consideration for the appointment of the 2025 Mayor Pro Tem.

Motion by Councilmember Jones to appoint Councilmember Pat Ferris as the Mayor Pro Tem for 2025. Seconded by Councilmember Viars.

Vote taken, motion approved 4-0-1 [Councilmember Ferris abstained]. Motion passed.

B. Registration: 2025 Lobbyist Session

Consideration for approval for the Mayor to sign a lobbyist registration letter authorizing Fred Bentley, Jr. and Randall Bentley, Sr. to lobby on behalf of the City of Kennesaw.

Motion by Councilmember Viars to approve the Mayor to sign a lobbyist registration letter authorizing Fred Bentley, Jr. and Randall Bentley, Sr. to lobby on behalf of the City of Kennesaw. Seconded by Mayor Pro Tem Ferris.

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

C. Resolution: 2025 Alternate Check Signer

Consideration for the appointment of an alternate check signer and approval of a Resolution to designate an alternate check signer for 2025.

Motion by Councilmember Jones to appoint Councilmember Tracey Viars as an alternate check signer and approve [Resolution No. 2025-02](#). Seconded by Mayor Pro Tem Ferris.

Vote taken, motion approved 4-0-1 [Councilmember Viars abstained]. Motion passed.

D. Resolution: 2025 Bank Signature Cards

Consideration for approval of a Resolution authorizing signatures for the City of Kennesaw and transmission of documents to the bank for 2025 new signature cards.

Motion by Councilmember Gutierrez to approve [Resolution No. 2025-03](#) authorizing signatures for the City of Kennesaw and transmission of documents to the bank for 2025 new signature cards. Seconded by Councilmember Orochena.

Vote taken, motion approved 4-0-1 [Councilmember Viars abstained]. Motion passed.

E. Appointments: 2025 City Appointments

Consideration for the ratification of the following City appointments: H. Luke Mayes (Chief Judge/ Probable Cause Judge); Charles Chesbro (Associate Judge); Randall Bentley, Sr. (Solicitor); Bentley, Bentley, and Bentley (City Attorney); City Manager; and City Clerk.

Motion by Mayor Pro Tem Ferris to ratify the 2025 City Appointments as presented.
Seconded by Councilmember Viars.

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

F. Appointments: 2025 Boards and Commissions

Consideration for the ratification of (re)appointments to any board, committee, authority or commission.

2025 COUNCIL LIAISONS TO BOARDS

CEMETERY PRESERVATION COMMISSION: Pat Ferris

HISTORIC PRESERVATION COMMISSION: Anthony Gutierrez

KENNESAW DEVELOPMENT AUTHORITY: Pat Ferris

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY: Tracey Viars

PLANNING COMMISSION: Tracey Viars

SISTER CITIES: Anthony Gutierrez

YOUTH COUNCIL: Antonio Jones and Madelyn Orochena

911 ADVISORY BOARD: Tracey Viars

2025 MAYORAL APPOINTED COMMITTEES

EVENTS COMMITTEE:

APPOINT Elizabeth Weaver (Parks and Recreation), Kamil McElwee (Southern Museum), Anna Trapp (City Manager), and Rachel Mikell (Communications) to the Events Committee.

2025 BOARDS/COMMISSIONS APPOINTMENTS/REAPPOINTMENTS

CEMETERY PRESERVATION COMMISSION:

REAPPOINT Lewis Bramlett and Lizz Gray to the Cemetery Preservation Commission with terms ending December 2028.

ETHICS BOARD:

REAPPOINT Ron Davis, Dan Salter, and Shannon Ortiz to the Ethics Board with terms ending December 2026.

HISTORIC PRESERVATION COMMISSION

REAPPOINT Andrew Bramlett, Patrick Gallagher, and Sharon Blandford to the Historic Preservation Commission with terms ending December 2026.

LICENSE REVIEW BOARD

REAPPOINT Robert Thornton to the License Review Board Post 3 with a term ending December 2025.

SISTER CITIES COMMISSION

REAPPOINT Sheb True and Leslie Patton to the Kennesaw Sister Cities Commission with terms ending December 2026.

URBAN REDEVELOPMENT AGENCY

APPOINT Jeff Stahagen to the Urban Redevelopment Agency with a term ending December 2027

COBB MUNICIPAL ASSOCIATION

APPOINT Anthony Gutierrez and Madelyn Orochena as the 2025 delegates to the Cobb Municipal Association.

Motion by Councilmember Jones to ratify the appointments and reappointments as presented. Seconded by Councilmember Viars.

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

21. Council Reports & Discussions

Mayor Pro Tem Ferris appreciates Mr. Bramlett's compilation of local history stories. He is looking forward to 2025 and another year of serving alongside everyone.

Councilmember Gutierrez was thankful for the holiday break and cautioned everyone about the cold front coming in at the end of this week!

Councilmember Orochena did not have anything to add tonight.

Councilmember Jones is excited about 2025. He asked everyone to keep his hometown of New Orleans in their thoughts and prayers.

Councilmember Viars is also looking forward to 2025 and cannot think of a better place to spend it than in Kennesaw.

Mayor Easterling is excited about 2025 and reminded everyone that the State of the City is next Tuesday, January 14, 2025.

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 6:47 p.m. The next work session will be held on Monday, January 13, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

KENNESAW HISTORY

Kennesaw's First Bank

The first bank in Kennesaw was established in September 1908. Simply known as the Bank of Kennesaw, it counted some of the town's most prominent citizens among its founders. In fact, several of the founders served as mayor, and as such have photos inside the council chambers.

The arrival of the bank was seen as heralding a new era of prosperity for the community. It was also novel to some: the *Atlanta Semi-Weekly Journal* recorded in January 29, 1909 that J. T. Carrie, at sixty-two years old, had not "done any banking business" before he opened his account.

For the first two years, all was successful. However, in early 1910, a scandal emerged when it was revealed the bank's cashier had stolen \$10,000 and fled town. This eventually led to a manhunt, and, much later, a small siege on a Main Street House. The bank closed soon after the embezzlement was revealed. Two months later, in March 1910, a new bank was founded by many of the same individuals. This bank, the slightly larger Kennesaw State Bank, would remain open until 1952.

A NEW BANK.

As will be seen in the items from Kennesaw, Ga., in this issue, a new State bank is being organized at that thriving little town, the money being rapidly subscribed by the citizens there. Some of the most prominent citizens are identified with the movement.

John W. Bennett was elected president; J. G. Lewis, vice-president; B. H. Hill, secretary and treasurer. Directors—W. M. Webb, W. P. Whitaker, B. H. Hill, B. H. Carrie, J. H. McClure, Dr. J. W. Ellis and S. J. Baldwin.

This will give this splendid and growing town good financial facilities for all business purposes.

This will give to Cobb county six banks—one State bank at Marietta, one at Powder Springs, one at Roswell, one at Acworth and one at Kennesaw, and one National bank at Marietta.

September 10, 1908 *Marietta Journal*

Presented by Andrew J. Bramlett at the January 6, 2025,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**Mayor & Council Regular Meeting
1/6/2025
Public Comment Sign-in**

	Name	Address	Topic
1	<u>Andrew J. Brant</u>	<u>2940 Cornfield Ct.</u>	<u>Local history</u>
2			
3			
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13			
14			
15			
16			
17			
19			

DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: January 13, 2025

TITLE: **Discussion: House Bill (HB) 581 Local Opt-out Floating Homestead Exemption**
Continued discussion of HB 581 Statewide Floating Homestead Exemption and FLOST.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. HB 581 LPC Presentation COK

House Bill 581

Statewide Floating Homestead Exemption and FLOST

- Passed by House and Senate in 2024
- Signed into Law April 18th, 2024
- Referendum passed by voters November 2024

City of Kennesaw



Statewide Floating Homestead Exemption



Establishes a statewide "floating homestead" exemption based on a rate of inflation determined by DOR (Consumer Price Index)

- Requires approval through referendum in November 2024 (HR 1022); Applies to taxable years beginning in 2025 (approved by voters)
- Exemption allows assessment on homesteaded properties to only rise annually at the rate of inflation
- Property value resets with a sale or adjusts with "substantial property change"
- If your local government has an existing homestead exemption the taxpayer will receive the exemption that is more beneficial

How does HB 581 effect the current Homestead Float in Kennesaw



- There is no effect to the current homestead float in Kennesaw, Cobb County or the other cities in Cobb that currently have a floating homestead freeze
- Kennesaw's homestead float keeps the owner's primary residence property taxes from going up as a result of reassessments by increasing the amount of homestead exemption
- The increased exemption only applies to property taxes for the city general fund. It does not affect taxes for schools or bond indebtedness
- The exemption automatically renews annually as long as the owner continues to occupy the residence as his or her homestead. It terminates when the property is sold or otherwise no longer qualifies for homestead exemption
- In Kennesaw each home with a Floating Homestead has an established base year value which does not change unless some improvement is made to the property.

Implications (or options) for the City of Kennesaw



- Opt-in (we don't do anything):
 - General Fund float will remain the same
 - Bond remains the same
 - Only Homestead properties will be capped on increases
 - Significantly increased administrative burden with no benefit or change - Kennesaw property owners will continue to receive the more beneficial floating homestead exemption
- Opt-out:
 - General Fund float will remain the same
 - Bond remains the same
 - Only Homestead properties receive the current float
 - Kennesaw property owners will see no change and continue to receive the more beneficial floating homestead exemption

Let's compare...



Example of Current "Frozen" Homestead Exemption

Assumptions:

- Year 1 - Assessed Value of \$100,000
- Year 2 - Assessed Value increased to \$110,000 due to market changes
- Assessed Value increased every three years due to market changes
- Assuming an inflationary rate of 2%

Current "Frozen" Floating Homestead Exemption:				
Year	Assessed Value	Exemption	Frozen Base Year Value	Taxes Paid using current M&O millage rate of 7.75 MILLS
1	100,000	0	100,000	\$ 775.00
2	110,000	10,000	100,000	\$ 775.00
3	110,000	10,000	100,000	\$ 775.00
4	110,000	10,000	100,000	\$ 775.00
5	140,000	40,000	100,000	\$ 775.00
6	140,000	40,000	100,000	\$ 775.00
7	140,000	40,000	100,000	\$ 775.00
8	170,000	70,000	100,000	\$ 775.00
9	170,000	70,000	100,000	\$ 775.00
10	170,000	70,000	100,000	\$ 775.00
Total Taxes Paid over 10 Year Period:				\$ 7,750.00
Additional Taxes Paid under current "Frozen" Homestead				0.00

Let's compare...



Example of HB 581 "Adjustable" Floating Homestead Exemption

Assumptions:

- Year 1 - Assessed Value of \$100,000
- Year 2 - Assessed Value increased to \$110,000 due to market changes
- Assessed Value increased every three years due to market changes
- Assuming an inflationary rate of 2%

HB 581 "Adjustable" Floating Homestead Exemption:				
Year	Assessed Value	Exemption	Adjusted Base Year Value	Taxes Paid using current M&O millage rate of 7.75 MILLS
1	100,000	0	100,000	\$ 775.00
2	110,000	8,000	102,000	\$ 790.50
3	110,000	8,000	102,000	\$ 790.50
4	110,000	8,000	102,000	\$ 790.50
5	140,000	35,960	104,040	\$ 806.31
6	140,000	35,960	104,040	\$ 806.31
7	140,000	35,960	104,040	\$ 806.31
8	170,000	63,879	106,121	\$ 822.44
9	170,000	63,879	106,121	\$ 822.44
10	170,000	63,879	106,121	\$ 822.44
Total Taxes Paid over 10 Year Period:				\$ 8,032.74
Additional Taxes Paid Under HB 581				\$ 282.74

Recommendation



Staff recommendation is to **opt out** of HB 581 – staying in has no benefit for the Kennesaw tax-payers on their homestead property as our current Floating Homestead exemption with a property value “freeze” is always more beneficial.

Opt-out Proposed Timeline



- Formal Decision to Opt-out (January)
- Hold three required Public Hearings
 - 1st Hearing – prior to Council Work Session at 6:00 PM January 27th
 - 2nd Hearing – Special Called session at 10:30 AM February 3rd
 - 3rd Hearing – Council Meeting at 6:30 PM February 3rd
- Opt-out resolution filed with the Secretary of State by March 1, 2025

Questions?





Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: January 13, 2025
TITLE: **Crime Statistics: December 2024**
Consideration to accept the December 2024 Crime Statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. December 2024 - Crime Statistics

December 2024 Crime Statistics



Crimes	Dec, 2024	Dec, 2023	YTD (01/01/24 - 12/31/24)	YTD (01/01/23 - 12/31/23)
Assault Offenses	26	26	354	377
Motor Vehicle Theft	3	2	33	14
Burglary	5	3	38	32
Homicide Offenses	0	0	3	0
Larceny	14	15	146	173
Sex Offenses	0	1	15	21
Robbery	0	0	3	9
Total	48	47	592	626

	Dec, 2024	Dec, 2023	YTD (01/01/24 - 12/31/24)	YTD (01/01/23 - 12/31/23)
Auto Accidents	95 (-33)	128	1297 (-39)	1,336
Accident W/ Injury	9 (-1)	8	109 (-22)	131
Hit and Run	16 (-3)	19	146 (-35)	181
Hit and Run W/ Injury	1 (+1)	0	2 (+2)	0
Person Hit by Auto W/ Injury	1	1	8 (-1)	9

	Dec, 2024	Dec, 2023	YTD (01/01/24 - 12/31/24)	YTD (01/01/23 - 12/31/23)
Dispatched Calls for Service	710	785	9,256	9,820
Self-Initiated Activity	1,232	725	14,244	11,758
Traffic Citations	505 (+59)	446	6747 (-2,072)	8,819
Traffic Warnings*	767(+446)	321	7487 (+4,132)	3,355
Arrests**	52	59	986	998

* Warnings do not include verbal warnings

** Arrests do not include juvenile arrests



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: January 13, 2025

TITLE: **Central Business District Project Application: 3059 Cherokee Street**
 Consideration to review a CBD project application request for a mixed-use development on the parcel located at 3059 Cherokee Street (Parcel 20012900940).
 Case#CBD2024-03.

Summary:

Consideration to review a CBD project application request located on 1.376 +/- acres for the construction of a mixed used development located at 3059 Cherokee Street (20012900940).

Recommendation:

The Zoning Administrator recommends approval of the CBD project application.

Fiscal Impact:

Attachments:

1. CBD2024-03_3059 Cherokee St_Application Packet
2. KDDA_Minutes_12-13-24
3. 12-20-24_HPC Draft_Minutes_REVISED
4. 3033&3034_Cherokee_Street_Phase1_Elevations



**CENTRAL BUSINESS DISTRICT
PROJECT APPROVAL**

Date Received 12/11/24
Staff's Initials CMC

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

A minimum of one consultation to review project concept and factors to consider in the planning & design phase prior to initial site plan and architectural review, submission and hearing before the Mayor and Council is mandatory.

Date Received 11/20/24

Staff's Initials CMC

Procedures for filing for CBD Approval:

1. Original application completed, signed and notarized
2. Application must be filled out completely, signed and returned to the Zoning Administrator
3. Copy of Business Plan
4. Copy of warranty deed that reflects the current property owner
5. Copy of site plan with proposed project consistent with the Kennesaw Design Guidelines
6. Completed application and supporting documents listed on one Flash Drive or email to dsimmons@kennesaw-ga.gov in PDF format

CBD Approval Process:

1. Submittal to KDDA for review and comment
2. Submittal to HPC for Certificate of Appropriateness (if in HPC district) not in HPC district comments only required from HPC
3. Review/ Approval by Mayor and Council

PROPERTY ADDRESS 3059 Cherokee St Kennesaw GA 30144

Land Lot 129 Tax Parcel 20012900940 Lot Size 1.376 AC Present Zoning CBD-C4

Proposed Project for Property Mixed-Use Development

Add additional sheet if necessary

APPLICANT Jason Kisz

APPLICANT EMAIL jasonkisz@gmail.com

Applicant address [REDACTED]

(Fax #) _____ (Work #) _____

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: [Signature] Notary [Signature] Date 12/11/24

TITLEHOLDER: FRENCH 3 INVESTMENTS LLC Telephone: [REDACTED]

Address: [REDACTED]

Signature [Signature]

Signed, sealed and delivered in presence of: [Signature] Notary [Signature] Date 12/11/24



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

NO

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

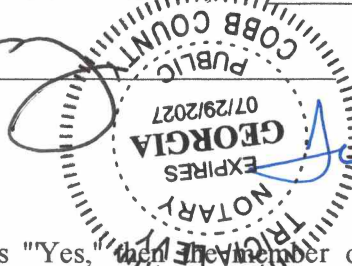
The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 10th day of Dec, 2024

[Signature]
Applicants Signature



12/10/2024

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CENTRAL BUSINESS DISTRICT PROJECT

CBD Project Administratively approved by:

Darryl Simmons, Planning & Zoning Administrator

Date: _____

- ☐ APPROVED
- ☐ REQUIRES KDDA APPROVAL
- ☐ REQUIRES HPC APPROVAL
- ☐ MAYOR AND COUNCIL

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY:

Hearing Date: _____

Recommendation: see attached minutes

Signature Kennesaw Downtown Development Authority:

HISTORIC PRESERVATION COMMISSION:

Hearing Date: _____

Recommendation: see attached minutes

Signature Historic Preservation Commission

KENNESAW MAYOR AND COUNCIL:

Hearing Date: _____ see attached minutes



CENTRAL BUSINESS DISTRICT PROJECT

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice.

**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530**

RETURN TO:

BRIAN M. DOUGLAS & ASSOCIATES, LLC
900 CIRCLE 75 PARKWAY, SUITE 800
ATLANTA, GA 30339
24-172

STATE OF GEORGIA
COUNTY OF COBB
TAX PARCEL ID #: 20012900940

LIMITED WARRANTY DEED

THIS INDENTURE, Made this **30th day of October**, in the Year of Two Thousand Twenty Four (**2024**), by and between **ALLATOONA PROPERTY INVESTMENTS, LLC** as party or parties of the first part, hereinafter called Grantor, and **FRENCH 3 INVESTMENTS, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100's (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee.

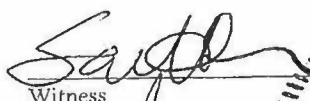
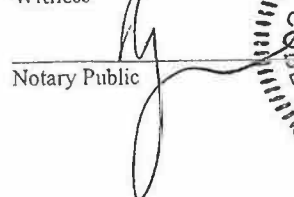
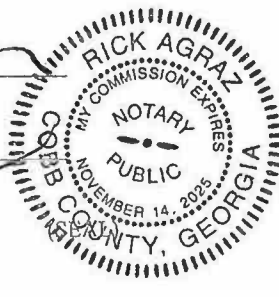
SEE EXHIBIT "A"

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons holding by, through or under the above named Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered In presence of:


Witness

Notary Public


ALLATOONA PROPERTY INVESTMENTS,
LLC

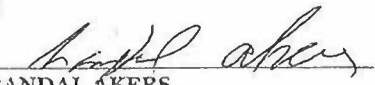
BY: 
RANDAL AKERS
MANAGING MEMBER

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 129, City of Kennesaw, Cobb County, Georgia, being in the 20th District, 2nd Section, and being more particularly described as follows:

BEGINNING at an iron pin located on the Westerly right of way of Cherokee street (formerly known and sometimes referred to as Shiloh Road) a distance of 297.0 feet Southerly as measured along the curvature of the Westerly Right of Way of Cherokee Street from its intersection with the Southerly Right of Way of Shirley Drive to the POINT OF BEGINNING of the conveyed property; thence South along the Westerly Right of Way of Cherokee Street a distance of 149.65 feet to an iron pin; thence North 82 degrees 45 minutes 12 seconds West a distance of 396.65 feet to an iron pin; thence North 2 degrees 48 minutes 33 seconds West a distance of 30.81 feet to a point; thence North 8 degrees 46 minutes 43 seconds East a distance of 120.60 feet to an iron pin; thence South 82 degrees 33 minutes 52 seconds East a distance of 396.21 feet to an iron pin located on the Westerly Right of Way of Cherokee Street and the POINT OF BEGINNING. Said Tract of land contains 1.375 acres, more or less, according to the survey and plat prepared in January 1980, by Mack R. Price, Registered Surveyor.

SUBJECT TO ALL COVENANTS, CONDITIONS, ZONING ORDINANCES, RESTRICTIONS, AND EASEMENTS OF RECORD.

BEING SAME PROPERTY CONVEYED IN THAT CERTAIN EXECUTOR'S DEED DATED JANUARY 31, 1980, RECORDED IN DEED BOOK 2140, PAGE 494, COBB COUNTY, GEORGIA RECORDS.



OVERVIEW: Introducing an Addition to the Newest Jewel in Downtown Kennesaw's Crown

The F3/Kisz/Recivilize Development at 3033 and 3045 Cherokee Street is a previously approved Downtown Kennesaw gateway development project in the City's Central Business District (CBD). The Central Business District (CBD) is established in order to preserve and protect the cultural and historic aspects of downtown Kennesaw and simultaneously provide for the stimulation and enhancement of the vitality and economic growth of this special area.

The classification is primarily intended for a focal point for upscale retail trade, tourism, and financial and public uses. The intent of the Central Business District (CBD) is to develop a compact core to encourage and facilitate pedestrian movement and provide convenient access to the amenities of downtown. The City has made some great strides in the last few years, and we are excited to continue the trend by adding another jewel to Downtown Kennesaw's crown.

As of this submission, the Development Team is **proud to announce that it has also closed on an additional parcel at 3059 Cherokee Street**, and is seamlessly integrating it into the previously approved plan for 3033 and 3045 (as planned from the onset). Here are the updated details on the full comprehensive plan for all three parcels:

- The development now consists of 3033 (.88 acres) and 3045 (1.663 acres), 3059 Cherokee St 1.376 acres) immediately north of Galt Commons = approx 3.92 acres in total (see Exhibit A for accompanying survey and Exhibit B for conceptual site plan) – with 50 total residential units, residential density = 12.75 units/acre (*less than neighboring Galt Commons at 42 homes on 3.2 acres = 13 homes per acre*)
- Total of approx 64,000 heated square feet of new construction (see Exhibit C for accompanying spreadsheet for a full itemization of residential and commercial units)
- For sale: 46 residential units (12.19 du / acre), approx 54,000 total heated square feet of residential (mix of attached townhomes and stacked flat condos)
- For sale or lease: 4 commercial units, approx 3,250 total heated square feet of commercial
- For sale or lease: 4 two-story condos above commercial, approx 6,450 total heated square feet (only 8% of the total residential unit count will be available to rent)
- For sale or lease: 1 commercial unit located in historic home to be saved and fully renovated and converted into approx 1,200 total heated square feet of high-end boutique retail / commercial
- Investment by French 3 Investments, design by Recivilize Properties, and construction by Kisz Construction

According to Kennesaw's Strategic Economic Development Plan, the City is "focused on increasing density in the Downtown which will in turn create additional demand for everyday goods and services and for restaurants and bars. New mixed-use developments are expected to increase the potential for retail."

Goals are to "continue to support and pursue mixed-used development – Kennesaw already has begun enabling mixed-use development to augment the existing supply of commercial and residential spaces. In Kennesaw, the scale of nonresidential development needs to be consistent with market potential/opportunities; small office and dining/entertainment in downtown, maker-space and small-



scale retail along commercial corridors. There are opportunities for repositioning underperforming assets and strengthening downtown.”

The Strategic Economic Development Plan also aspires to “improve Kennesaw as a place to live, work, shop, and recreate – The City should actively engage with existing businesses and potential developers to enhance the office, retail, shopping, and recreational amenities in Kennesaw. This would require partnerships which leverage existing resources to promote and shepherd projects through the public process.”

In summary, The Strategic Economic Development Plan notes that the Kennesaw CBD is designed to achieve the following:

- Create an environment where residents and visitors can live, work, meet, and play
- Promote a balanced mix of retail, office-professional, entertainment, residential, civil, and cultural uses in the core downtown area
- Allow for growth of a healthy economic business district
- Incorporate aesthetically compatible design from gateway points to the core of the city to improve the aesthetics of street and built environments
- Ensure compatibility with the historic district to achieve architectural and design integrity and consistency
- Provide accessible and sufficient parking that is unobtrusive by encouraging shared parking and alternative modes of transportation including pedestrian and bicycles
- Promote a pedestrian environment through sidewalk-oriented buildings and attractive street-facing façades that encourage pedestrian activity
- Provide safe and accessible parks and public and private open space

Fortunately, our project meets or exceeds all of Kennesaw’s CBD mandates outlined above.

Kennesaw has to compete with walkable premium mixed-use neighborhoods that are proliferating in downtown Woodstock, Marietta, et al – we think this is an opportunity to make a huge statement and to deliver a strong competitive offering. Our goal is to capitalize on the quaint Galt Commons development and extend the walkable new urban quotient northward along Cherokee Street to create even more new urban synergies and impact. We can create a true, activated mixed-use gateway into Downtown Kennesaw that – with its commercial plaza and retailer(s) / restaurant(s) – we feel will even become a mini-destination of its own.

Highlights of the New 3033/3045/3059 Cherokee St Development:

Plan:

- Will be Kennesaw’s first small-scale infill development to offer a mix of commercial and residential uses
- Residential features a curated collection of compact courtyard homes
- 5-minute walk to the start of all the civic amenities, retail and restaurants of Downtown Kennesaw



- Designed to grow and seamlessly integrate into new phases to the north or west if additional properties later come available

Pricing:

- Just north of the progressive Galt Commons development, with homes that sold for over \$300 / sq ft – our goal is to sell our new homes at over \$325 / sq ft
- Should set new standards for sales price / sq ft, but also provide some affordable units starting just above 1,000 sq ft (and then ranging up to 1,600 sq ft)
- Attainable urbanism with some residential flats potentially starting in the \$300,000s

Product:

- Charleston-inspired homes carefully arranged amongst intimate urban spaces – full site now delivers fifty new classic courtyard residences
- Frontage will feature two new commercial plazas (totaling almost 5,000 sq ft of new public realm) flanked by two stunning mixed-use buildings with commercial on the ground floor of each, and...
- The existing historic home on the front of 3059 Cherokee St has been deemed worth saving, so the Development Team will bring its exterior back to its former glory and make its interior suitable for high-end boutique retail / commercial – a commemorative plaque will be added that will allow patrons to read about the history of the home / site
- Plan aligns with roadways and greenways from Galt Commons and continues them to the north (and potentially to the west)
- Also provides a wet pond amenity with a trail and benches at the rear of the property

Commercial:

- Type of businesses for commercial is still TBD, though we envision one coffee / food service plus other high-end boutique retail / commercial
- Projected market targeted for commercial are those living within walking distance or those visiting downtown Kennesaw
- Projected customer generation for commercial includes retailers that generate multiple frequent visits due to highly walkable accessibility (10,000 to 20,000 customer visits per year = \$100,000 to \$500,000 in revenue per year per establishment, and the resulting City, County, State taxes)
- Plan on traffic control for ingress/egress of property – commercial parking is included in the plan, positioned directly behind the business (if needed, we would consider a shared parking arrangement with the insurance office immediately across Cherokee Street); potential for a raised traffic table at the entrance of development to slow traffic and benefit the pedestrians

Amenities of the New Development

New Commercial and Residential Amenities:

1. Commercial Plaza at front of the development
2. Greenway Park connects from neighboring Galt Commons green
3. Central Residential Plaza connects from Greenway Park



4. Wet Pond and Trail
5. Other residential amenity options might include, but are not limited to:
 - a. Dedicated storage facility section (potentially on rear of commercial building) – private (lockers for bikes, storage, etc) and shared community items (ladders, tools, etc)
 - b. Pre-assigned residential and guest parking spaces
 - c. Dog park
 - d. Fountain
 - e. Hammock area
 - f. Fire pit area
 - g. Grill area / pizza oven

New Pedestrian Connectivity:

1. Cherokee St sidewalk / Commercial Plaza pedestrian connection to north and south
2. Interior Greenway Park / Central Residential Plaza pedestrian connection to north and south to Galt Commons green
3. Wet Pond and Trail at rear of development
4. Potential option of Pony Trail pedestrian connection from the west

Benefits to the City of Kennesaw

Here's what else the New 3033/3045/3059 Cherokee St Development delivers:

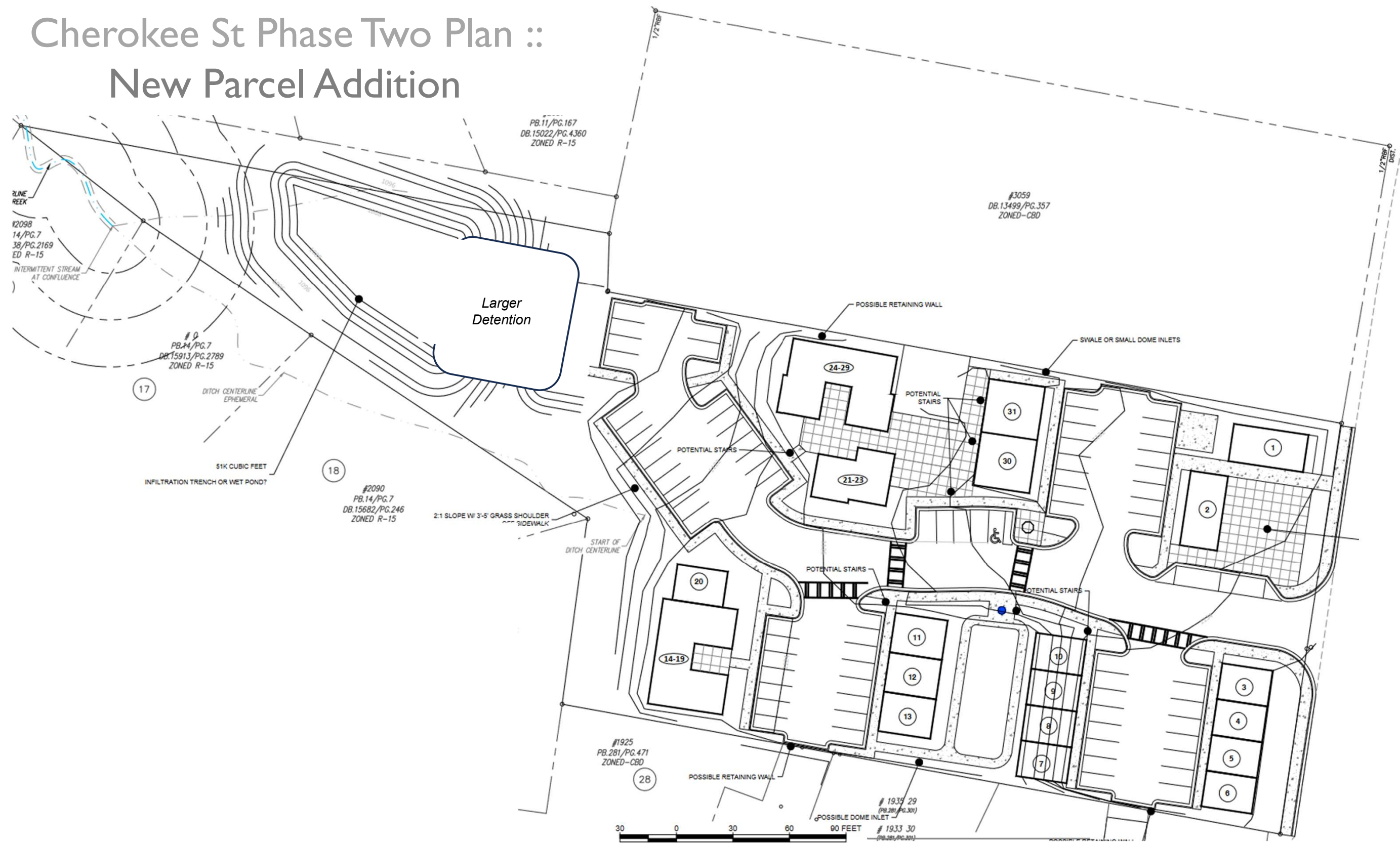
- Truly defined public plaza will become a treasured gateway into downtown – provides visual relief from neighboring direct street frontage and a space large enough for public and private events, and features new highly photo-worthy mixed-use buildings that will make the strongest possible gateway statement into Downtown Kennesaw
- Truly usable / enjoyable public realm features flexible plaza frontage to that can be used for events, plaza kiosks, food trucks, and / or micro retail and more
- New development's kinked roadway network for better low speed traffic geometries throughout the site – combined with all of the pedestrian paths and greenways – prioritize pedestrians over cars and illustrates Kennesaw's forward-thinking mentality

About Us:

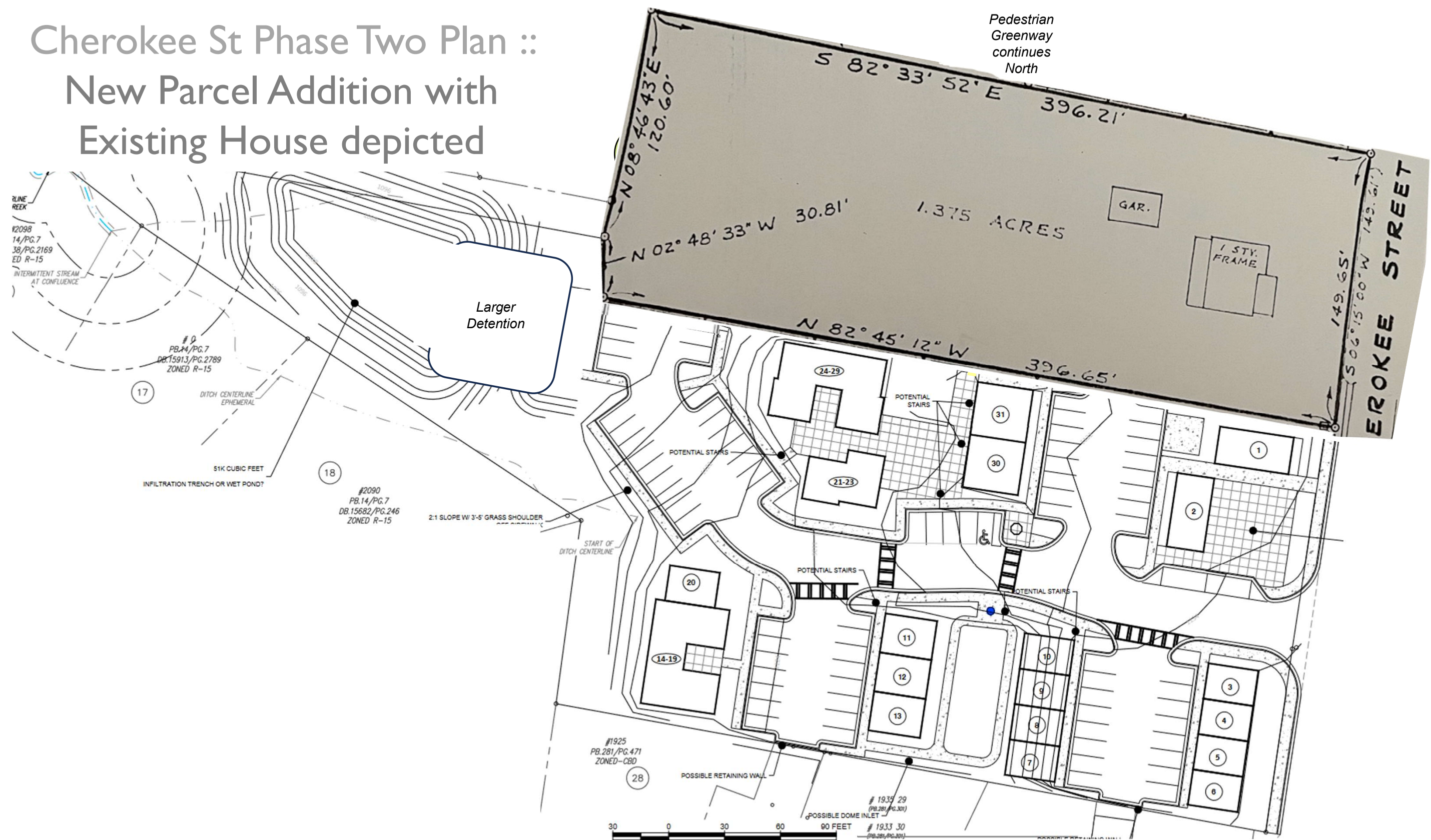
About Kisz Construction: www.kiszconstruction.com

About Recivilize Design & Development: www.recivilize.com

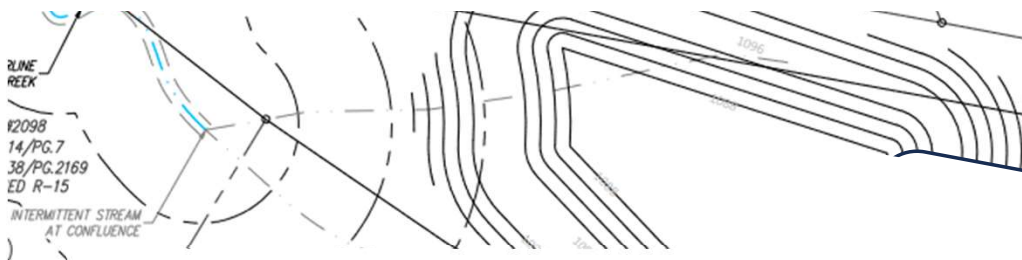
Cherokee St Phase Two Plan :: New Parcel Addition



Cherokee St Phase Two Plan ::
New Parcel Addition with
Existing House depicted



Cherokee St Phase Two Plan :: New Parcel Addition with Existing House depicted



*Inspiration for Potential Updates
to Existing Historic House*

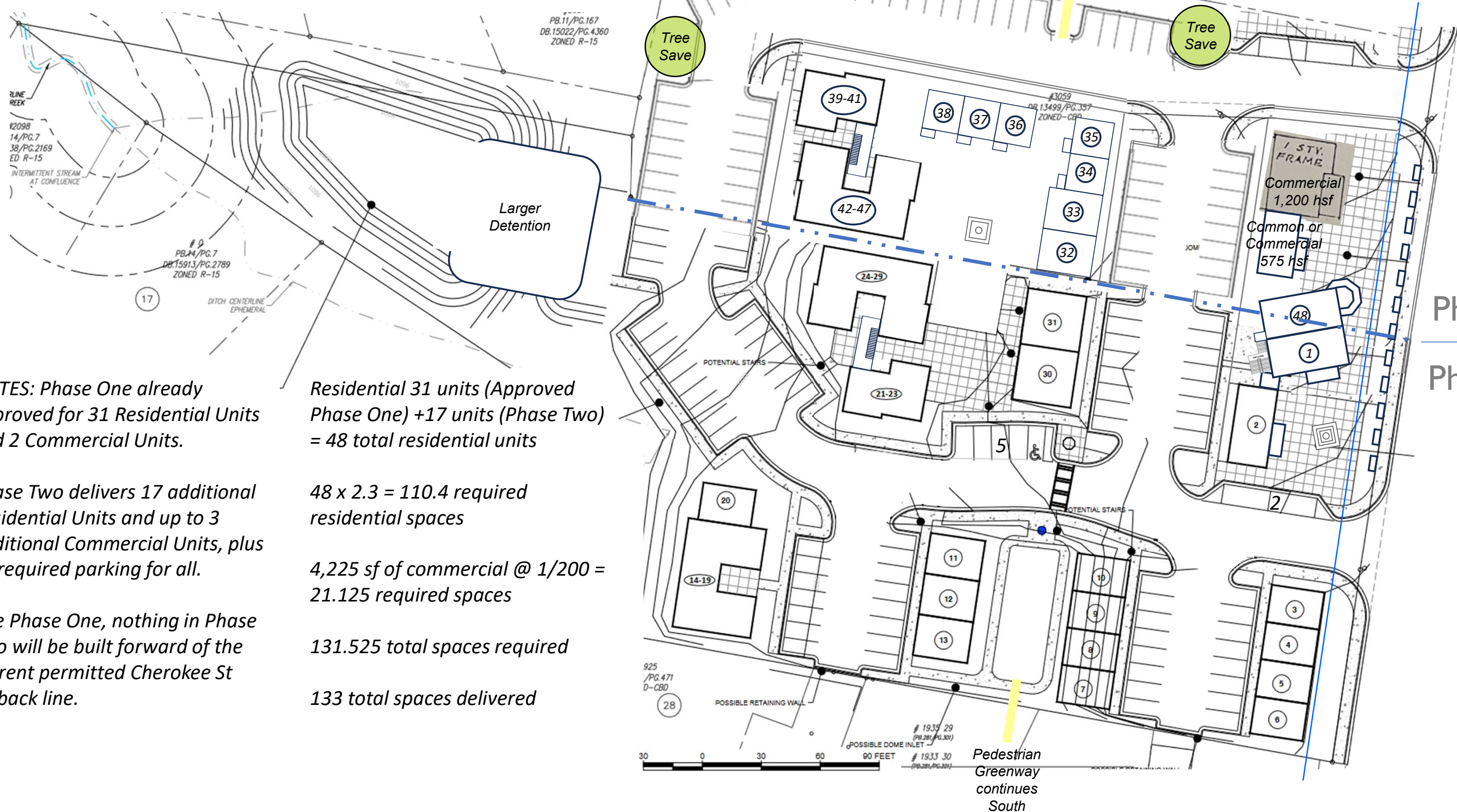
THE FOLK REVIVAL STYLE

IDENTIFYING FEATURES

1. PORCHES WITH SPINDLEWORK OR JIGSAW TRIM.
2. CORNICE AND GABLE PEAK BRACKETS.
3. SYMMETRICAL FAÇADE (GABLE FRONT & WING MASSING EXCEPTED).
4. MODEST OVERALL SIZE WITH SIMPLIFIED APPLIED ORNAMENT.



Cherokee St Phase Two :: New Parcel Plan A1



NOTES: Phase One already approved for 31 Residential Units and 2 Commercial Units.

Phase Two delivers 17 additional Residential Units and up to 3 additional Commercial Units, plus all required parking for all.

Like Phase One, nothing in Phase Two will be built forward of the current permitted Cherokee St setback line.

Residential 31 units (Approved Phase One) +17 units (Phase Two) = 48 total residential units

$48 \times 2.3 = 110.4$ required residential spaces

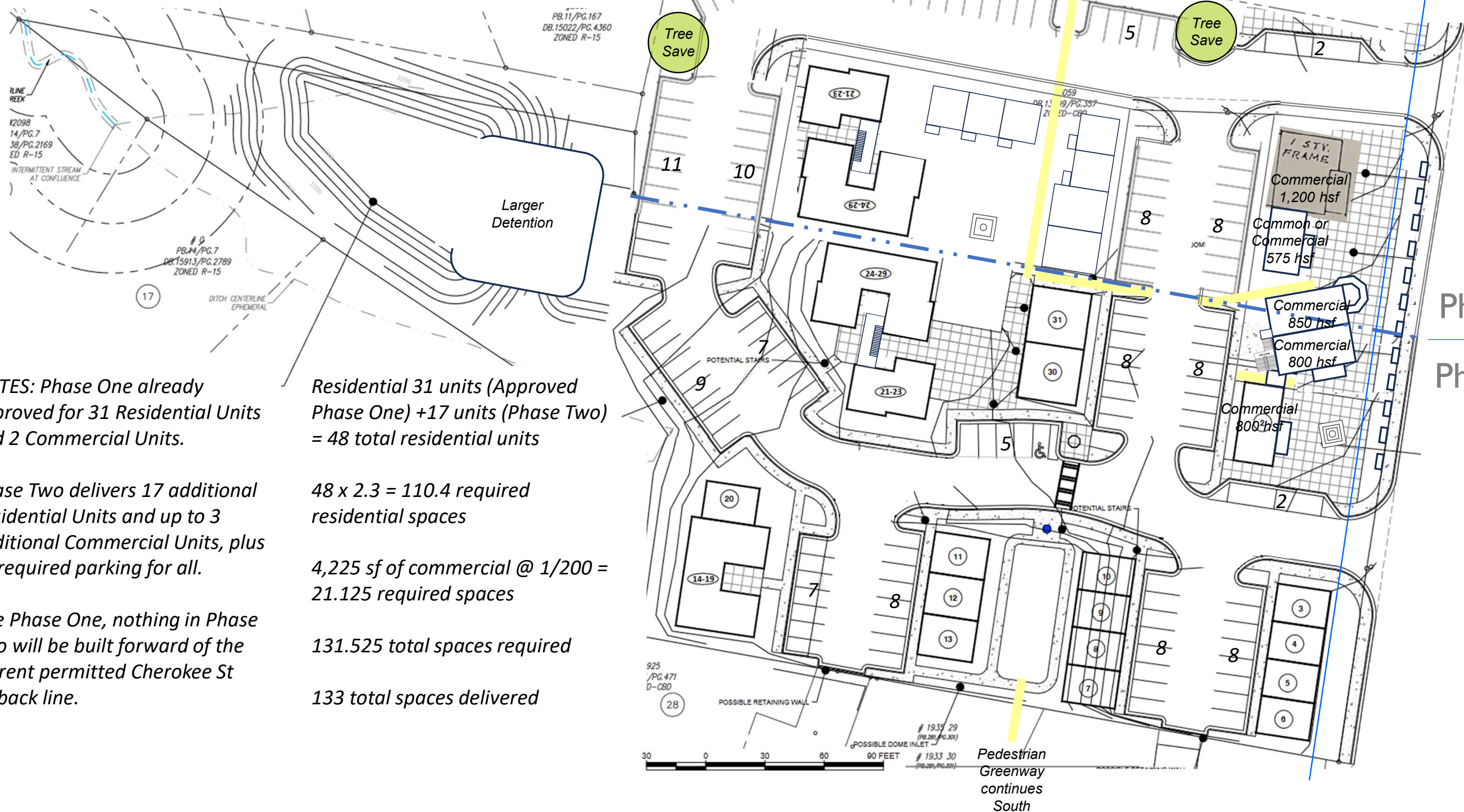
$4,225 \text{ sf of commercial @ } 1/200 = 21.125$ required spaces

131.525 total spaces required

133 total spaces delivered

Phase Two
Phase One

Cherokee St Phase Two :: New Parcel Plan A1



Phase Two
Phase One

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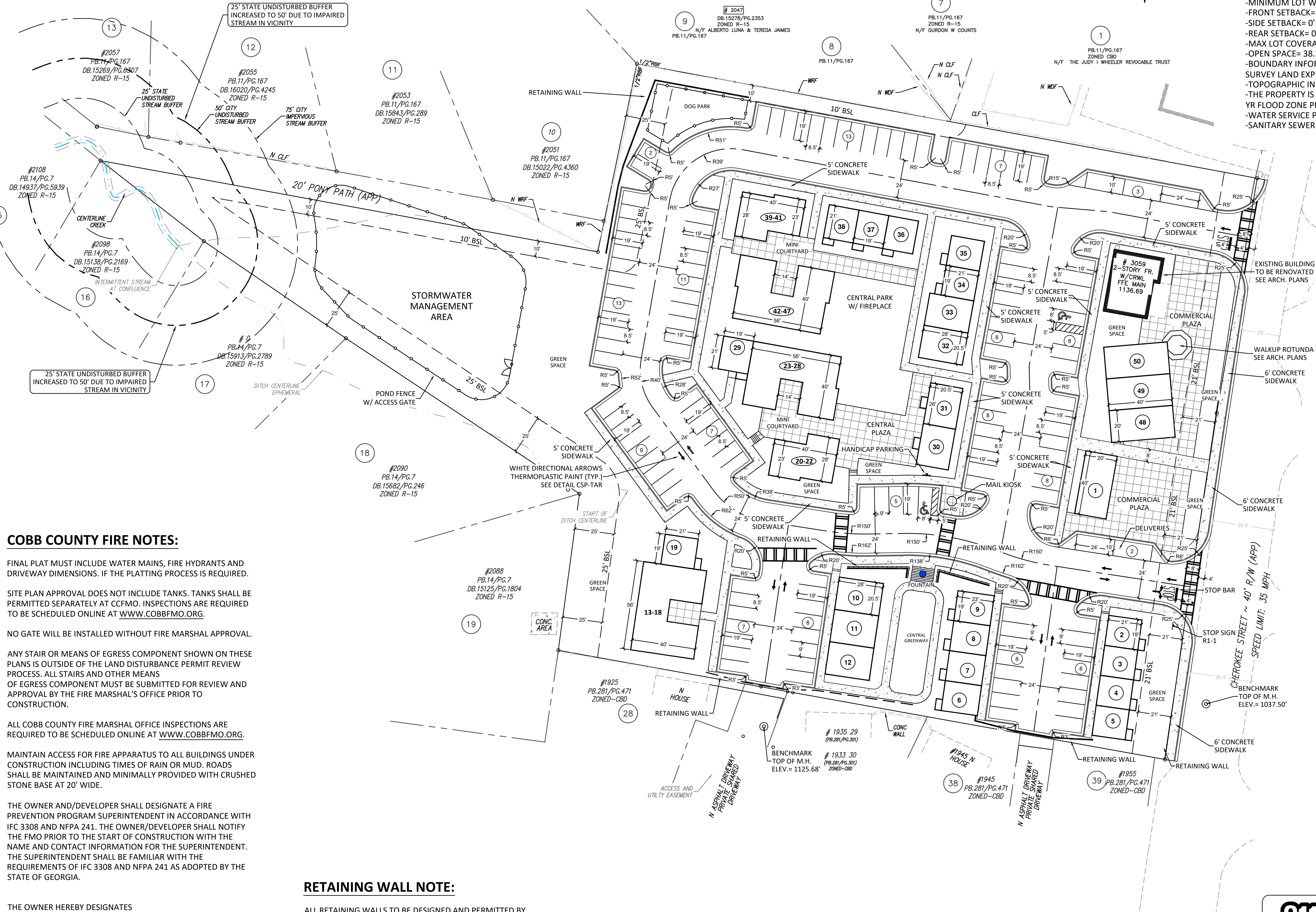
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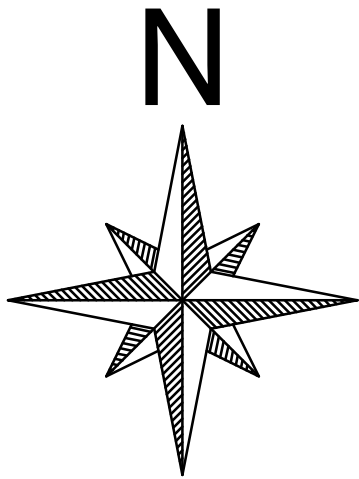
131.525 total spaces required

133 total spaces delivered





TOTAL
135 SPACES



- GENERAL NOTES:
SITE AREA=3.92 AC.
PARCEL #20012900950, 20012900940, & 2001290960
ZONING=CBD
-GREENSPACE=1.22 AC.
-HARDSCAPE=0.68 AC. (INCLUDES SIDEWALKS)
-DOG PARK AREA=0.03 AC. (1,320 S.F.)
-STORMWATER MANAGEMENT AREA=0.25 AC.
-ROAD AND PARKING AREAS=1.21 AC.
-BUILDING AREA=0.53 AC.
-MINIMUM LOT SIZE= NONE
-MINIMUM LOT WIDTH= FT.
-FRONT SETBACK= 21'
-SIDE SETBACK= 0' (10' IF ABUTTING RESIDENTIAL ZONING)
-REAR SETBACK= 0' (25' IF ABUTTING RESIDENTIAL ZONING)
-MAX LOT COVERAGE: 87%
-OPEN SPACE= 38.2%
-BOUNDARY INFORMATION TAKEN BY A BOUNDARY SURVEY PREPARED BY SURVEY LAND EXPRESS, INC., DATED: 11/06/2024.
-TOPOGRAPHIC INFORMATION PROVIDED BY SURVEY LAND EXPRESS, INC
-THE PROPERTY IS LOCATED WITHIN FEMA ZONE "X" WHICH IS OUTSIDE THE 100 YR FLOOD ZONE PER FIRM 13067C0038H, DATED: 03/04/2013
-WATER SERVICE PROVIDED BY: COBB COUNTY
-SANITARY SEWER PROVIDED BY: COBB COUNTY

COBB COUNTY FIRE NOTES:

FINAL PLAT MUST INCLUDE WATER MAINS, FIRE HYDRANTS AND DRIVEWAY DIMENSIONS. IF THE PLATTING PROCESS IS REQUIRED.

SITE PLAN APPROVAL DOES NOT INCLUDE TANKS. TANKS SHALL BE PERMITTED SEPARATELY AT CCFMO. INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT WWW.COBBFMO.ORG.

NO GATE WILL BE INSTALLED WITHOUT FIRE MARSHAL APPROVAL.

ANY STAIR OR MEANS OF EGRESS COMPONENT SHOWN ON THESE PLANS IS OUTSIDE OF THE LAND DISTURBANCE PERMIT REVIEW PROCESS. ALL STAIRS AND OTHER MEANS OF EGRESS COMPONENT MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE FIRE MARSHAL'S OFFICE PRIOR TO CONSTRUCTION.

ALL COBB COUNTY FIRE MARSHAL OFFICE INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT WWW.COBBFMO.ORG.

MAINTAIN ACCESS FOR FIRE APPARATUS TO ALL BUILDINGS UNDER CONSTRUCTION INCLUDING TIMES OF RAIN OR MUD. ROADS SHALL BE MAINTAINED AND MINIMALLY PROVIDED WITH CRUSHED STONE BASE AT 20" WIDE.

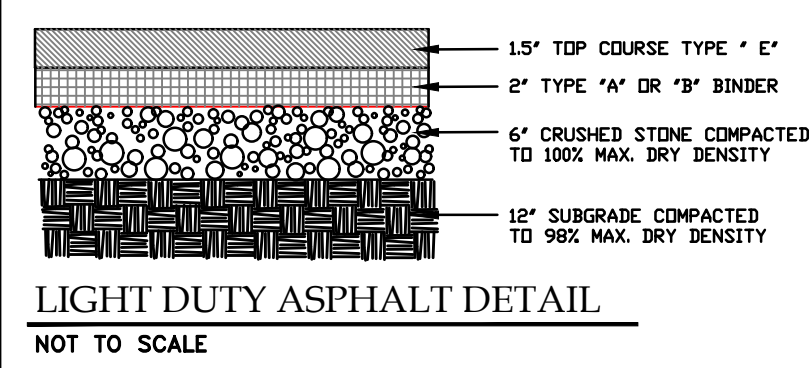
THE OWNER AND/DEVELOPER SHALL DESIGNATE A FIRE PREVENTION PROGRAM SUPERINTENDENT IN ACCORDANCE WITH IFC 3308 AND NFPA 241. THE OWNER/DEVELOPER SHALL NOTIFY THE FMO PRIOR TO THE START OF CONSTRUCTION WITH THE NAME AND CONTACT INFORMATION FOR THE SUPERINTENDENT. THE SUPERINTENDENT SHALL BE FAMILIAR WITH THE REQUIREMENTS OF IFC 3308 AND NFPA 241 AS ADOPTED BY THE STATE OF GEORGIA.

THE OWNER HEREBY DESIGNATES (PRINT) JASON KISZ AS THE FIRE PREVENTION PROGRAM SUPERINTENDENT. THE ABOVE-NAMED PERSON SHALL BE RESPONSIBLE FOR COMPLIANCE WITH IFC CHAPTER 3300 IN ITS ENTIRETY AND NFPA 241-09. FAILURE TO COMPLY CAN RESULT IN STOP WORK ORDERS AND/OR CITATION.

RETAINING WALL NOTE:

ALL RETAINING WALLS TO BE DESIGNED AND PERMITTED BY OTHERS

ALL RETAINING WALLS GREATER THAN 21" IN HEIGHT TO BE PROVIDED WITH SAFETY HAND RAIL (SEE DETAIL CSP-FSR)



24 HOUR CONTACT
JASON KISZ
678-616-5221



SITE PLAN

Group
BAILEY CIVIL
P.O. Box 4392
Cartersville, Ga 30120
678.925.6003
baileycivilgroup.com

FOR
KISZ CONSTRUCTION INC
136 SANTA ANITA TRAIL
WOODSTOCK, GA 30189
PROJECT
CHEROKEE STREET
KENNESAW, GA 30144

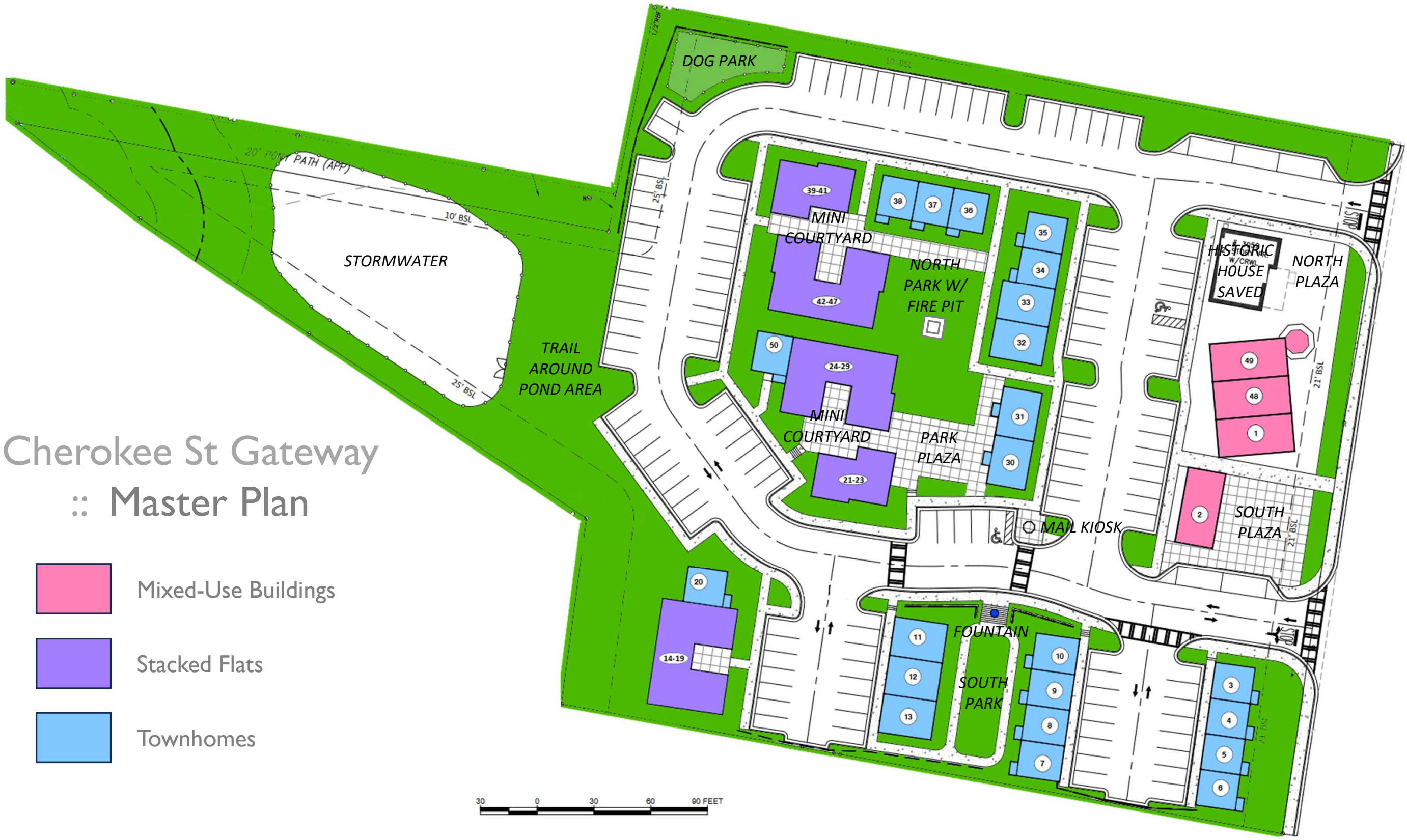
SHEET TITLE
SITE PLAN

SHEET NUMBER
C201

PROJECT NUMBER
24114

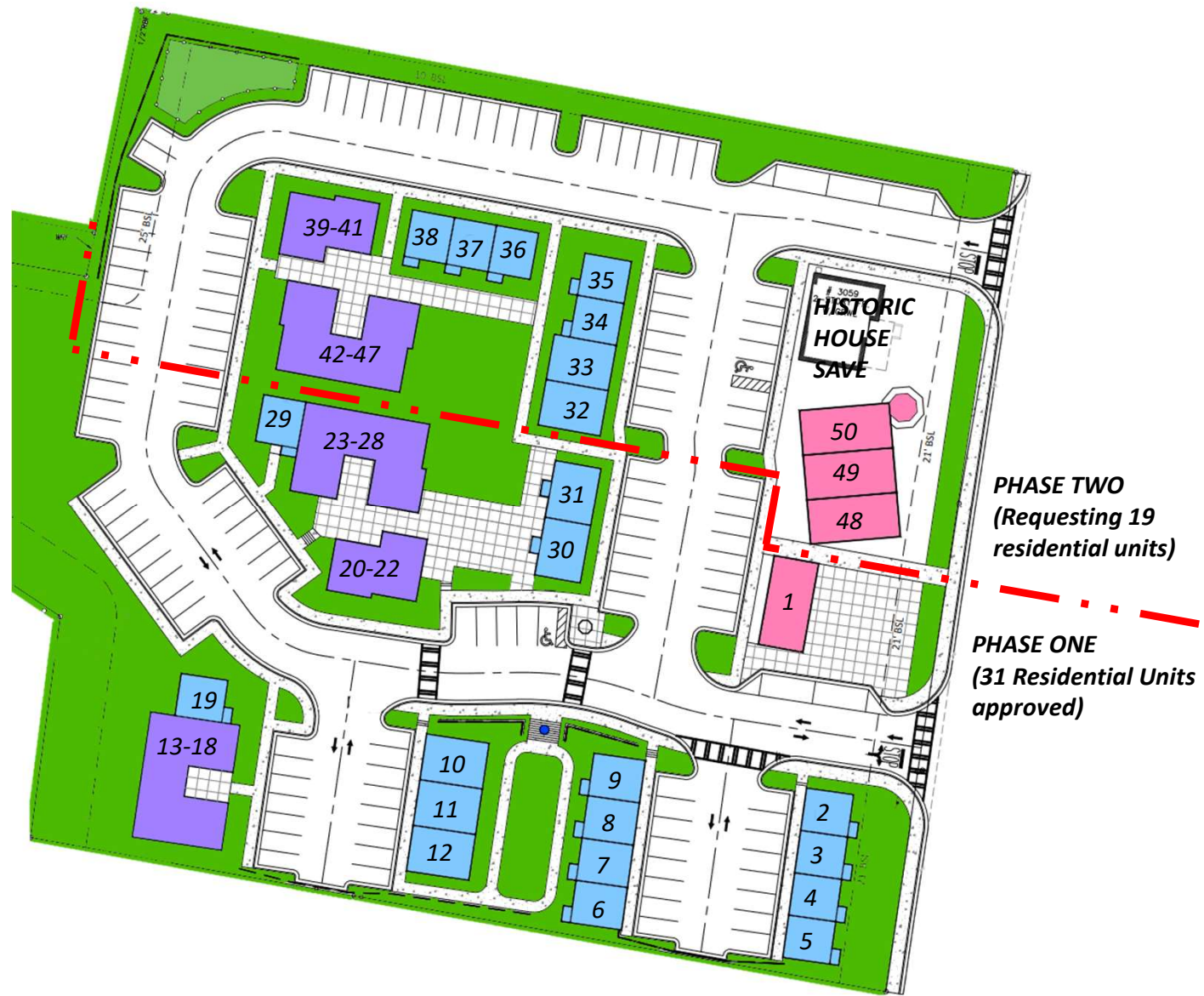
DATE
DECEMBER 5TH, 2024

REVISIONS



Cherokee St Gateway
:: Master Plan

- Mixed-Use Buildings
- Stacked Flats
- Townhomes



			Cherokee St Full Assemblage						
			Spreadsheet updated 11/20/2024						
			From plan dated 11/18/2024						
Phase	Plan	Unit	Lot	Type	Plan Description	Heated SF	BR	BA	Ownership
			COMMERCIAL						
				Existing	Renovate existing house to commercial	1,200			
			C1	MUB	Commercial Building 1 (Ground Floor Only)	800			
			C2A	MUB	Commercial Building 2A (Ground Floor Only)	800			
			C2B	MUB	Commercial Building 2B (Ground Floor Only)	800			
			C2C	MUB	Commercial Building 2C (Ground Floor Only)	850			
					New Commercial Total	3,250			
					Full Commercial Total	4,450			
PHASE ONE RESIDENTIAL (31 units approved)					RESIDENTIAL				
Phase 1	F1	End	1	Flat	Stacked Flat Above Commercial	1,600	3	2.5	For Sale or Rent
Phase 1	T1	End	2	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	Middle	3	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	Middle	4	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	End	5	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	End	6	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	Middle	7	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	Middle	8	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T1	End	9	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 1	T2	End	10	Townhome	21 x 28 TH	1,500	3	3	For Sale ONLY
Phase 1	T2	Middle	11	Townhome	21 x 28 TH	1,500	3	3	For Sale ONLY
Phase 1	T2	End	12	Townhome	21 x 28 TH	1,500	3	3	For Sale ONLY
Phase 1	SF1		13	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	SF1		14	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	SF1		15	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	SF1		16	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	SF1		17	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	SF1		18	Flat	Stacked Flat	1,045	2	2	For Sale ONLY
Phase 1	T1	End	19	Townhome	19 x 21 TH	1,200	2	2.5	For Sale ONLY
Phase 1	SF2		20	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		21	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		22	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		23	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		24	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		25	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		26	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		27	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	SF2		28	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 1	T1	End	29	Townhome	19 x 21 TH	1,200	2	2.5	For Sale ONLY
Phase 1	T3	End	30	Townhome	26 x 21 TH	1,500	3	3.5	For Sale ONLY
Phase 1	T3	End	31	Townhome	26 x 21 TH	1,500	3	3.5	For Sale ONLY
PHASE TWO RESIDENTIAL (19 units requested)					RESIDENTIAL				
Phase 2	T2	End	32	Townhome	21 x 28 TH	1,500	3	3	For Sale ONLY
Phase 2	T2	Middle	33	Townhome	21 x 28 TH	1,500	3	3	For Sale ONLY
Phase 2	T1	Middle	34	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 2	T1	End	35	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 2	T1	End	36	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 2	T1	Middle	37	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 2	T1	End	38	Townhome	19 x 21 TH	1,250	2	2.5	For Sale ONLY
Phase 2	SF2		39	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		40	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		41	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		42	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		43	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		44	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		45	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		46	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	SF2		47	Flat	Stacked Flat	1,045	2	2.5	For Sale ONLY
Phase 2	F1	End	48	Flat	Stacked Flat Above Commercial (No Garage)	1,600	3	2.5	For Sale or Rent
Phase 2	F2	Middle	49	Flat	Stacked Flat Above Commercial (No Garage)	1,600	3	2.5	For Sale or Rent
Phase 2	F1	End	50	Flat	Stacked Flat Above Commercial (No Garage)	1,650	3	2.5	For Sale or Rent
					Total Residential Sq Ft	60,680	111	Total Bedrooms	
					Total Residential and Commercial Sq FT	65,130			

MINUTES OF KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
December 13, 2024
7:30 AM

Present	Chair Mark Allen
	Vice Chair David Lyons
	Treasurer Leslie Patton
	Secretary Mary Jo Groeneveld
	Lexie Newhouse
	Ian Coats
	Nimesh Patel
	Leslie Patton

1. Call to Order / Roll Call

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

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

Staff present: Luke Howe, Miranda Taylor

2. Approval of the Meeting Minutes

A. Draft minutes 11.8.24

The board reviewed draft minutes from the 11.8.24 meeting. David Lyons made a motion to approve the minutes as presented. Leslie Patton seconded the motion. Motion passed with a vote of 7-0.

3. Financial Report

A. Financial Report as of 11.30.24

Leslie Patton presented the financial report as of 11.30.24 with an ending cash balance of \$100,602.29. David Lyons made a motion to approve the financial report as presented and the motion was seconded by Lexie Newhouse. Motion passed unanimously.

B. Review of open invoices (legal)

The board reviewed invoices for legal services, and David Lyons made a motion to approve payment of the invoices as presented. Leslie Patton seconded the motion. Motion passed with a vote of 7-0.

4. Old Business

A. Event Management Services RFP

The board reviewed the draft RFP for event management services.

Nimesh Patel recommended changes as follows:
to Section 3.4.1

- Section 3.4.1: In the selection process section, change the sentence "The rank order will be submitted to the KDDA Board of Directors for approval" to "for consideration and evaluation";
- Section 3.4.1: In the selection process section, change the first sentence of the last paragraph to "Negotiations will be undertaken with the finalist", and strike the remainder of the paragraph.
- Section 5.1: verbiage updates (change the word "addend" and "addenda" to "amend" and "amendment"

The board requested the RFP Deadline to be updated to January 15, 2025. The target date for the event will be May 17, but the board will consider other dates if necessary based on the RFP responses and the City events calendar.

David Lyons made a motion to approve the RFP with the edits stated and to direct staff to officially post the RFP. Ian Coats seconded the motion. Motion passed with a vote of 7-0.

5. New Business

A. CBD Project Application: 3059 Cherokee Street

This item was taken out of order (following the call to order) in respect of the applicant's time. Applicant Jason Scheidt presented the CBD application and business plan for 3059 Cherokee Street. This project is a Phase 2 continuation of the previously approved CBD project at 3033 and 3045 Cherokee Street. Adding the parcel at 3059 Cherokee Street will allow the developers to implement their full vision for the project and create a strong gateway for downtown Kennesaw. The greenspace footprint aligns with the neighboring greenspace at Galt Commons to allow for connectivity (if desired). They will rehab the historic home on this parcel and incorporate it into the site for commercial use.

David Lyons inquired about the range of square footage available in the residential units; the applicant advised that the smaller units will be between 100-1250 SF, with larger units up to 1600 SF. David also inquired about whether the streets would be public or private; the applicant and staff confirmed they will be private streets. Ian Coats asked if there has been any consideration for installation of EV chargers in the development; the applicant stated that presently there are no plans for EV charging stations.

Applicant Jason Kisz shared information on the development's timeline. The engineering is almost completed for Phase 1. Once the CBD application for Phase 2 has been completed, they will begin engineering for this phase and expect engineering for the full project to be completed by the end of Q1 2025, with building and site plan

approvals to follow. Jason Kisz also shared that they are working to incorporate affordability into the development of the smaller units, with prices anticipated to start in the \$300's.

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

6. Main Street Program Updates

A. Year-end assessment updates

Miranda Taylor provided an update on Main Street assessment activities. All assessment reports and documentation are due to DCA by January 15, and she is working on submitting all required information.

The plaza lighting project is still underway; we are working on trimming some tree branches and adding the necessary power outlets near the tunnel. Lights will be installed as soon as these items are completed.

Miranda reminded the board that the revenue received from Scarecrows on Main and the Holiday Extravaganza Trees is to be used for downtown beautification and/or event support, and encouraged the board to brainstorm ideas to discuss at the January meeting.

7. Public Comments

No public comment.

8. Board Comments

Mary Jo Groeneveld stated that there are no seating areas/options in the space where the Farmers Market is held. The board may want to consider purchasing some tables/chairs that could be used during the season for market patrons.

Mark Allen expressed his appreciation to the board members for their presence each month and their involvement in KDDA activities.

9. Economic Development Director Comments

Luke Howe advised the board that work on the commercial outparcels at The Lacy on South Main was continuing. The developer has submitted an updated plat to the Mayor & Council to subdivide the lots. The board should see more activity on this project in January.

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

With no further business, the meeting was adjoured at 8:09 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.

**MINUTES OF HISTORIC PRESERVATION COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
December 20, 2024
8:00 AM**

1. Call to Order / Roll Call

Chairman Whipple called the meeting to order at 8:07 a.m.

Roll Call: Rachel Butler, Andrew Bramlett, Patrick Gallagher, Sharon Blandford and Zack Buffington

Staff Present: Darryl Simmons (Planning & Zoning Administrator), Chanelle Campbell (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)

Speakers Present: Andrew Mackey (Property Owner / Applicant), Jason Scheidt (Project Designer)

2. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: November 15, 2024

Chairman Whipple called for a motion.

Motion to approve by Commissioner Bramlett.

Seconded by Commissioner Gallagher.

Chairman Whipple proceeded with a roll call for approval.

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

3. Financial Report

Mr. Darryl Simmons presented the financial report. The financial report for November 30, 2024, shows a carrying balance of \$23,398 for the Historic Preservation Commission. The new fiscal year started in October, so there have been no expenditures to date.

Chairman Whipple asked if there were any questions from the Commissioners on the financial report as presented. Hearing no questions, Chairman Whipple called for a motion to approve.

Motion to approve by Commissioner Blandford

Seconded by Commissioner Buffington

Chairman Whipple proceeded with a roll call for approval.

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

4. Old Business

5. New Business

A. Addition: 2982 North Main Street

Consideration of approval of a Certificate of Appropriateness application submitted by Andrew Mackey for a new two-story addition to the existing house located at 2982 N. Main Street (20013900070). Case #COA2024-11

Chairman Whipple and Commissioner Butler recused themselves from this agenda item as their company had direct involvement with the application.

Mr. Darryl Simmons announced that with the remaining Commissioners there was still a quorum and

the Commission will be able to vote and act on the agenda item.

Mr. Simmons introduced this agenda item. The applicant submitted for a Certificate of Appropriateness for a two-story addition to the existing historic house. The home on the historic register is the J.V Smith House. The property is circa 1907 on 0.47 +/- acres. It is currently zoned R-20, Single Family Residential consistent with all residential homes along North Main Street in the Main Street Historic District. He stated that the applicant proposes the addition, which is two-stories, and are present to answer any questions from staff and Commissioners. A 3D rendering of the design shows the scope and shape of the proposed addition.

Mr. Andrew Mackey, the property owner and applicant, approached the podium. He explained that their family is expanding, and the current house is too small. Therefore, they are seeking approval for a Certificate of Appropriateness to add an addition to the house.

Vice Chair Gallagher inquired whether the proposed addition is a two-story extension located at the rear of the existing structure.

Mr. Mackey confirmed and stated that the addition would add twelve feet to the rear of the existing structure. The addition would have two bedrooms, a bathroom, and a bonus room or loft upstairs.

Vice Chair Gallagher inquired whether the materials for the proposed addition will be the same as the existing materials.

Mr. Mackey confirmed, noting that a few years ago they built a garage that was approved for Hardy Plank siding. Mr. Mackey inquired if there needed to be a distinction between material used for the historic structure and the new addition.

Vice Chair Gallagher stated that per Section 7.8 *Additions* of the Historic Preservation Commission Design Standards, the new material should be differentiated from the old.

Mr. Mackey explained that the addition will feature Board-and-Batten siding, while the existing house has 6-inch reveal Hardy siding.

Ms. Rachel Butler, design team member, further confirmed that the addition would be Board-and-Batten siding.

Commissioner Buffington asked if there would be any additional landscaping or hardscaping outside of any improvements to the structure.

Mr. Mackey acknowledged that additional landscaping would be necessary. He offered to develop a plan for the additional landscaping, noting that he had only recently realized that some existing landscaping would need to be redone.

Commissioner Buffington asked if the landscaping would be visible from the road.

Mr. Mackey mentioned that most of the landscaping would not be visible from the street, though a small portion might be.

Commissioner Bramlett commented that a second story addition would be very visible from the street.

Mr. Mackey confirmed that a considerable amount of the addition would be visible from the road.

Ms. Butler commented that the design team tried to minimize the addition's visibility from the road. The front of the house will retain its original appearance, the roofline will gable towards the back of

the house, and the second story addition is at the back of the house.

Commissioner Bramlett asked if the roofline was based on an existing roofline

Ms. Butler responded that the roofline was designed to minimize the addition's visibility from the road.

Vice Chair Gallagher expressed concern that a second story addition would result in a building size and scale that would dwarf the other historic buildings along North Main Street. Section 7.8.03 of the Historic Preservation Design Standards states "the addition will be limited in relationship to the historic building".

Mr. Simmons provided an explanation of the architectural features of existing homes along North Main Street. He noted that the rooflines are integrated with the set gables, and the architecture is continuous from the front to the back of the buildings. He further stated that the angles and scope of the proposed addition do not align with the existing architectural style. Additionally, he expressed concerns about the visibility of the addition from the street and the scale of a two-story addition on a one-story house, which is significantly different from the current structures along Main Street.

Commissioner Bramlett asked why the applicant chose to build up instead of back with proposed addition.

Mr. Mackey mentioned that the electric, water, and gas utilities would be affected if the addition was constructed as suggested. He also stated that he had previously received approval for a second story on the garage and had presented the garage's design to eventually match the house.

Mr. Simmons stated that the garage is a detached accessory structure. When the second story was approved on the garage it was deemed appropriate. The approval of a second story addition was not a condition or pretense to the approval of the two-story accessory structure.

Ms. Butler stated that the addition's second story was pushed to the back to try and reduce the size of the addition. The roof was also designed to slope up to minimize visibility of the addition from the front of the house. She also stated that the addition would be slightly visible from the road but that the size and scale correlated with the two-story garage on the property.

Vice Chair Gallagher stated that he took issue with the size and scale of the request in relation to the historic structure, notwithstanding the garage being a separate non-contributing factor and a detached structure.

Mr. Kevin Whipple, design team member, asked if the primary concern was the size and scale of the two-story addition or if the primary concern was design of the roofline.

Commissioner Blandford stated that the scale of the proposed addition to the historic building was problematic because it dwarfs the historic building.

Vice Chair Gallagher called for a motion.

Motion to deny by Commissioner Blandford.

Seconded by Commissioner Bramlett.

Vice Chair Gallagher proceeded with a roll call for approval.

Vote taken, Commissioner Blandford, Commissioner Bramlett, and Vice Chair Gallagher voted to approve the motion. Commissioner Buffington voted to deny the motion. Motion approved 3-

1. Motion carried to deny the request made by the applicant.

B. Exterior Renovation (Alteration): 3059 Cherokee Street

Consideration of approval of a Certificate of Appropriateness application submitted by Jason Kisz for an alteration to the historic structure located at 3059 Cherokee Street (20012900940). Said alteration is to remove the rear non-historic addition to the historic structure. Case #COA2024-12

Mr. Darryl Simmons introduced this agenda item; a request to complete exterior renovation of an existing historical home located at 3059 Cherokee Street. The applicant wishes to alter the historic structure by removing the rear non-historic addition. The applicant was present to go over the details of the non-conforming addition and answer any questions regarding how this item fits in with the overall master plan, which is covered in agenda item C.

Jason Schiedt, Project Designer, stated that they have acquired parcel 20012900940 with the intent of developing along with previously approved phase one. He shared that a Historic Report was done on the home, and the report confirmed that the house is historic. The intent is to keep the historic house as part of the project while removing the non-historic addition on the rear of the home.

Chairman Whipple asked the Commissioners if they have reviewed the historic report from Mrs. Morrison with the architectural guidelines and assessment performed for the historic nature of the home.

Commissioners responded in the affirmative.

Chairman Whipple asked what type of work would be done on the exterior of historic home regarding broken siding and infill once the non-historic addition is removed.

Mr. Scheidt responded that the whole house would be renovated.

Chairman Whipple asked if the applicant would submit a second application for any renovations or alterations to the historic building.

Mr. Scheidt confirmed that a second application would be submitted for renovations and alterations to the historic building.

Chairman Whipple asked if the application was purely for the removal of the lean-to non-historic structure and securing any openings as needed to protect the structure pending submission of the renovation documentation.

Mr. Scheidt confirmed.

Chairman Whipple explained that for any renovation, the purview of the Historic Preservation Commission is purely the exterior, but usually there are some interior elements based on the intended use that may have some impacts beyond the exterior.

Mr. Scheidt responded that he understood.

Chairman Whipple asked if there were any additional questions or comments from the Commissioners. Seeing no additional questions or comments, Chairman Whipple called for a motion.

Motion to approve by Commissioner Blandford with the condition that the applicant submit full plans for approval prior to any renovation to the existing building.

Seconded by Commissioner Gallagher.

Chairman Whipple proceeded with a roll call for approval.

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

C. Central Business District Application: 3059 Cherokee Street

Consideration to review a Central Business District (CBD) project application to construct a mixed-use development on the parcel located at 3059 Cherokee Street (20012900940). Case #CBD2024-03

Mr. Darryl Simmons introduced this agenda item; a Central Business District project application which is a master plan that incorporated the previously voted on alteration to the historic house. The City of Kennesaw previously approved Phase 1 of this master plan, which is a mixed-use development along Cherokee Street. The application currently being presented is for Phase 2 of the project, which will add nineteen residential units and use the same architecture style as Phase 1. Residential units will consist of townhomes and stacked condo flats. The project will also include a two-story or three-story condos with 4,450 sq ft of commercial space on the ground floor along Cherokee Street. The total commercial square footage for the project will be 4,450 sq ft. The proposal also incorporates the renovated historic house. The final design and renovation plan for the historic house will be presented to the Historic Preservation Commission. The property lies along Cherokee Street in the historic district. This property and this project phase were reviewed by the Kennesaw Downtown Development Authority for their business plan and was unanimously approved. Once reviewed by the Historic Preservation Commission, this application will go before Mayor and Council for consideration on January 13th and January 21st.

Mr. Jason Scheidt, Project Designer, provided details for the site plans for the proposal. The site is located north of Galt Commons and consists of three contiguous parcels. The site plan shows the approximate size and scale of public realm spaces, which includes a northern plaza and a larger southern plaza. The northern plaza will have mixed-use buildings and a tower feature to create a gateway statement piece for downtown. The plaza spaces are intended to serve as activated, permeable public spaces where people can sit, gather, and engage with commercial retail options. Walk-up windows for coffee shops or food vendors are also included as part of the design to facilitate the feeling of an outdoor living room. Mr. Scheidt also stated that previously agreed upon build-to lines, set backs, and products will remain the same.

Chairman Whipple asked if the applicant will be bringing forward final design drawings for review and approval given undecided design elements like the tower and materials.

Mr. Scheidt agreed.

Mr. Simmons explained that Central Business District applications are a conceptual approval. The Historic Preservation Commission (HPC) can add conditions requiring the applicant to come back with the final designs at certain intervals. The landscaping plan for the property will also need to come back before the HPC.

Chairman Whipple asked if the residential section would be gated from the commercial section or if parking would it be open so the public could park throughout the site.

Mr. Scheidt responded that there would be no gate, and that parking would be open throughout the site. Residential units will have two parking spaces allocated to each unit and those parking spaces will be located at the back of the site.

Chairman Whipple asked if the parking was underneath the units or was surface parking.

Mr. Scheidt stated parking will be surface parking.

Chairman Whipple asked if the townhomes would be two story.

Mr. Scheidt responded that everything will be three-story. The only non-three-story building will be the historic house.

Chairman Whipple inquired about the intended use for the historic house.

Mr. Scheidt stated the house will be commercial and not residential.

Commissioner Bramlett expressed concern that the historic house would be overshadowed by the three-story structures. He asked if plans would be submitted explaining how the structures will work together?

Mr. Scheidt responded that coming down Cherokee Street from the north, most of the homes are one to one-and-a-half stories. The historic house will stay as it is and there will be a graduation up to the next level.

Chairman Whipple suggested that for future presentations the historic house and three-story building with the icon tower be shown in context with each other. He stated that hopefully the plaza will help soften and buffer the single-story and expressed that the HPC was trying to avoid a little house surrounded by larger masses around it.

Commissioner Butler asked for clarification on the definition of a stacked flat.

Mr. Scheidt explained that a stacked flat is another term for multiple condos within one building.

Commissioner Butler asked if the stacked flats would be three-story buildings.

Mr. Scheidt confirmed the stacked flats would be three-stories. He stated that some buildings would have six 1,045 sq ft units with two units on each floor. Other buildings will be limited to three units with one unit on each floor. Mr. Scheidt also confirmed there would be an outdoor staircase.

Commissioner Bramlett asked if the additional parcel for this project slopes back.

Mr. Scheidt responded that the parcels do slope back. He stated that the configuration of the three parcels in context to the slope allows stormwater to flow from the frontage of the property to the stormwater amenity at the rear of the site.

Commissioner Gallagher asked for more details on the flow and connectivity between Galt Commons and the applicant's proposed development.

Mr. Scheidt responded that they designed the project so all the roadways and the greenways line up perfectly to Galt Commons.

Commissioner Butler asked if there was a fence separating this property from Galt Commons.

Mr. Scheidt responded that there is not a fence but there is a retaining wall. They plan to terrace the property to roughly match the height of the retaining wall. He stated that the appearance of the property line between Galt Commons and this proposal depends largely on the intended actions of the Galt Commons Homeowners Association (HOA).

Chairman Whipple commented that Galt Commons had previously come in for a fence but that it must have been along the back of the property. He asked if they had considered inter-parcel connection to Galt Commons

Mr. Scheidt responded that they wanted to extend Galt Commons' greenway with their development.

Commissioner Gallagher asked if the applicants have entered into any discussion with the Galt Commons HOA.

Mr. Scheidt responded that the Galt Commons HOA is aware of the concept. Opinions of the proposed development withing Galt Commons are mixed.

Ms. Chanelle Campbell stated that at the last rezoning, the connectivity between this project and Galt commons was discussed. In the conditions by Mayor and Council, if there is connectivity or any interactions between the parcels, the applicant will need approval from the HOA of Galt Commons.

Mr. Simmons stated that a condition should be added to clarify that the proposal is a concept by the applicant and builder. He noted that changes would likely be made to the architecture and facades. The condition would ensure that the applicants will need to return to the HPC with a final design after speaking with staff.

Chairman Whipple stated that he considered the next presentation to be when the applicant has finalized the design and the site plan with materiality, scale, massing, etc, and then whether they want that landscape plan to be part of that as well or whether they want to submit that separately when that's available.

Commissioner Butler asked what the size of the setback line is at the frontage.

Mr. Scheidt responded that the setback line is 21 feet, which was previously agreed upon at the last set of meetings.

Commissioner Butler asked if the townhouse porch would sit at the setback line

Mr. Scheidt responded that a porch would not sit at the setback line, rather it is a forward bump-out of the building itself. The front door to the townhome will be on the side so you'll go up a set of steps and be at the front door. Above it is the half bath for the second floor and the master walk in closet for the bedroom on the third floor.

Commissioner Butler asked if the townhomes would be three-story structures?

Mr. Scheidt confirmed. He stated that the 21 foot setback will give more relief from Cherokee street than is below in Galt Commons.

Commissioner Gallagher asked if the property's setback is consistent with the Galt Commons setback.

Mr. Scheidt stated that the setback is further back than Galt Commons.

Commissioner Buffington asked if a deceleration lane or right of way dedication was required for the proposal.

Mr. Simmons stated that three options were presented to the city including an option with a 10ft right of way dedication. Because Mayor and Council raised the issue of setbacks, the solution was to not have a 10 ft dedication. The applicant was given back the 10 ft resulting in a 21 ft setback. With phase 1 the applicant will put in sidewalks and other amenities, but the setback will be 21 ft.

Chairman Whipple called for a motion.

Motion to approve the conceptual plan by Vice Chair Gallagher with the condition that the final design plans be brought back before the commission at 60 percent for review and 100 percent for approval in addition to any landscaping plans.

Seconded by Commissioner Blandford.

Chairman Whipple proceeded with a roll call for approval.

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

6. COAA Approval by City Staff and HPC Chair

A. COAA2024-20 - 2886 Cherokee Street

This is a Certificate of Appropriateness application submitted by Robert Milani with Lazy Labrador for the removal of a dead evergreen tree at 2886 Cherokee Street. The application was administratively approved on November 6th, 2024.

Chairman Whipple asked if the applicant would extend the pavers to fill in where the tree was removed.

Mr. Simmons confirmed that pavers would be extended.

B. COAA2024-21 - 2081 Cherokee Ridge Trail

This is a Certificate of Appropriateness application submitted by Andrew Renuart for the replacement of the backyard deck located at 2081 Cherokee Ridge Trail. This application was administratively approved on November 22, 2024.

Chairman Whipple asked if going forward with the survey for the historic districts and code changes, the intention is to remove places like Cherokee Ridge will from historic districts to take the onus off the homeowner with the extra step of approval.

Mr. Simmon stated that the goal of the survey and redoing the codes will be to remove properties and add properties to the historic districts based on the historic survey results. Places being considered for removal include Cherokee Ridge and Camp McDonald. Camp McDonald possesses few remaining historic attributes and if it were to remain listed, the area would be greatly reduced. The long-term goal is to revisit the nomination and have it submitted to the state for new historic boundaries.

7. Discussion

Mr. Simmons stated that 2024 was a busy year and that staff is happy to support the work of the HPC. The HPC had some big projects and made some tough decisions. He wished the commissioners a very Merry Christmas and a Happy New Year and looks forward to working with the Commissioners in 2025. Mr. Simmons stated that attending training opportunities and events throughout the state will be encouraged. He also expressed that compared to some other areas in the state, Kennesaw is forward thinking and being used as a model for some of the things done in downtown, at our parks, and on private property. He relayed to Commissioners that he believes they are doing a great job. He also stated that city staff are doing an outstanding job and are available as a resource for the Commissioners.

Chairman Whipple thanked Mr. Simmons. He also thanked city staff for their work in supporting the Historic Preservation Commission. He asked if there were any further questions or comments from the Commissioners.

Commissioner Bramlett stated he submitted an application with the Phoenix Flies Event at the Atlanta Preservation Center and the City Events Committee for a downtown Kennesaw walking tour. He expressed that the walking tour is a wonderful event done every March.

8. Public Comments

Chairman Whipple opened the floor for public comment. Hearing no public comment, Chairman Whipple closed the floor to public comment.

9. Staff Comment

10. Adjourn

Chairman Whipple adjourned the meeting at 9:03 a.m.

Kennesaw Cherokee St

Materials List for Construction:

Painted and Natural Brick

Smooth Lap Siding

Asphalt Shingles

Standing Seam Metal Roof Accents on
Featured Architectural Elements

Wood Windows

Wood or Composite Wood Shutters



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Kennesaw Cherokee St

Mixed-Use Commercial Plaza
(Residential above Retail)



0 ft

80 ft



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Kennesaw Cherokee St
1,250 SF Townhomes facing Cherokee St



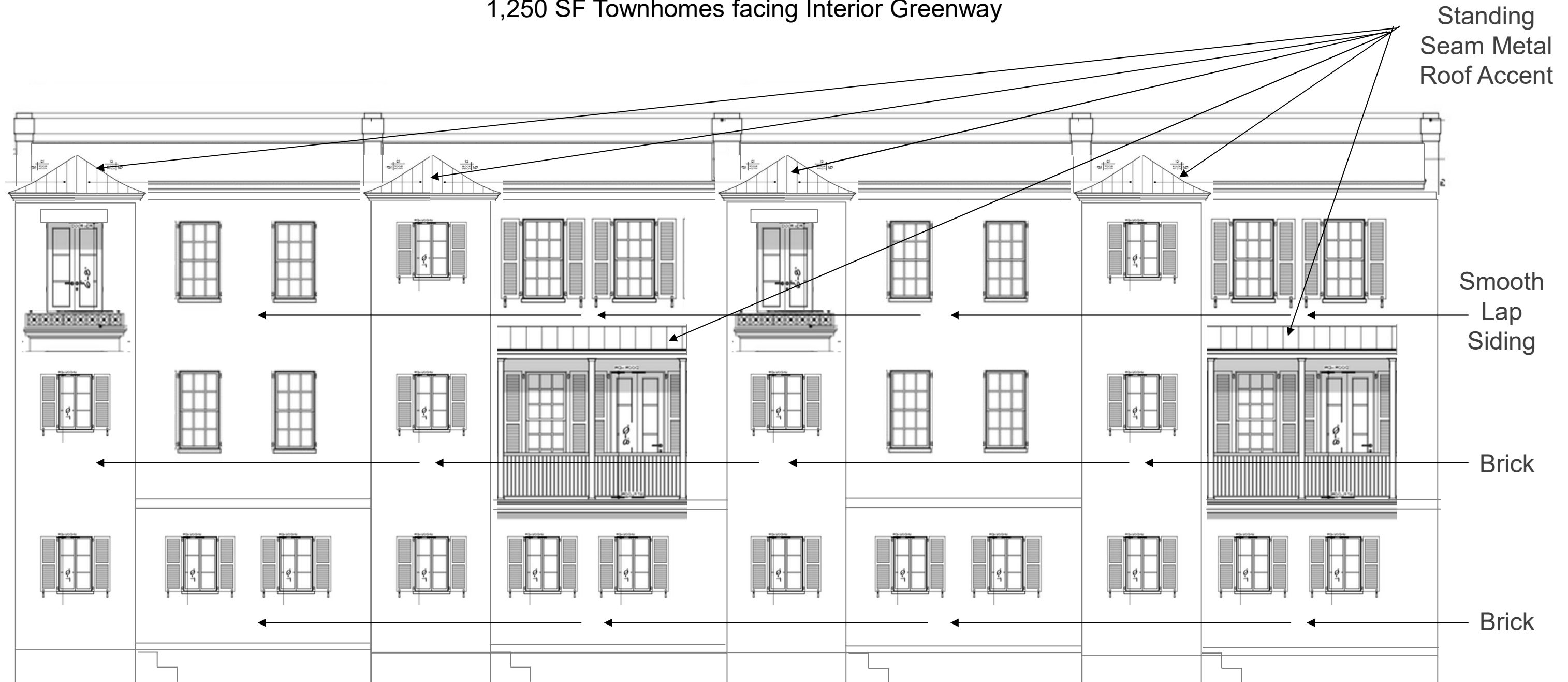
0 ft 80 ft



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Kennesaw Cherokee St

1,250 SF Townhomes facing Interior Greenway



0 ft

80 ft



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Kennesaw Cherokee St
1,500 SF Townhomes (Triplet)



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Kennesaw Cherokee St
1,500 SF Townhomes (Double)

Standing
Seam Metal
Roof Accent



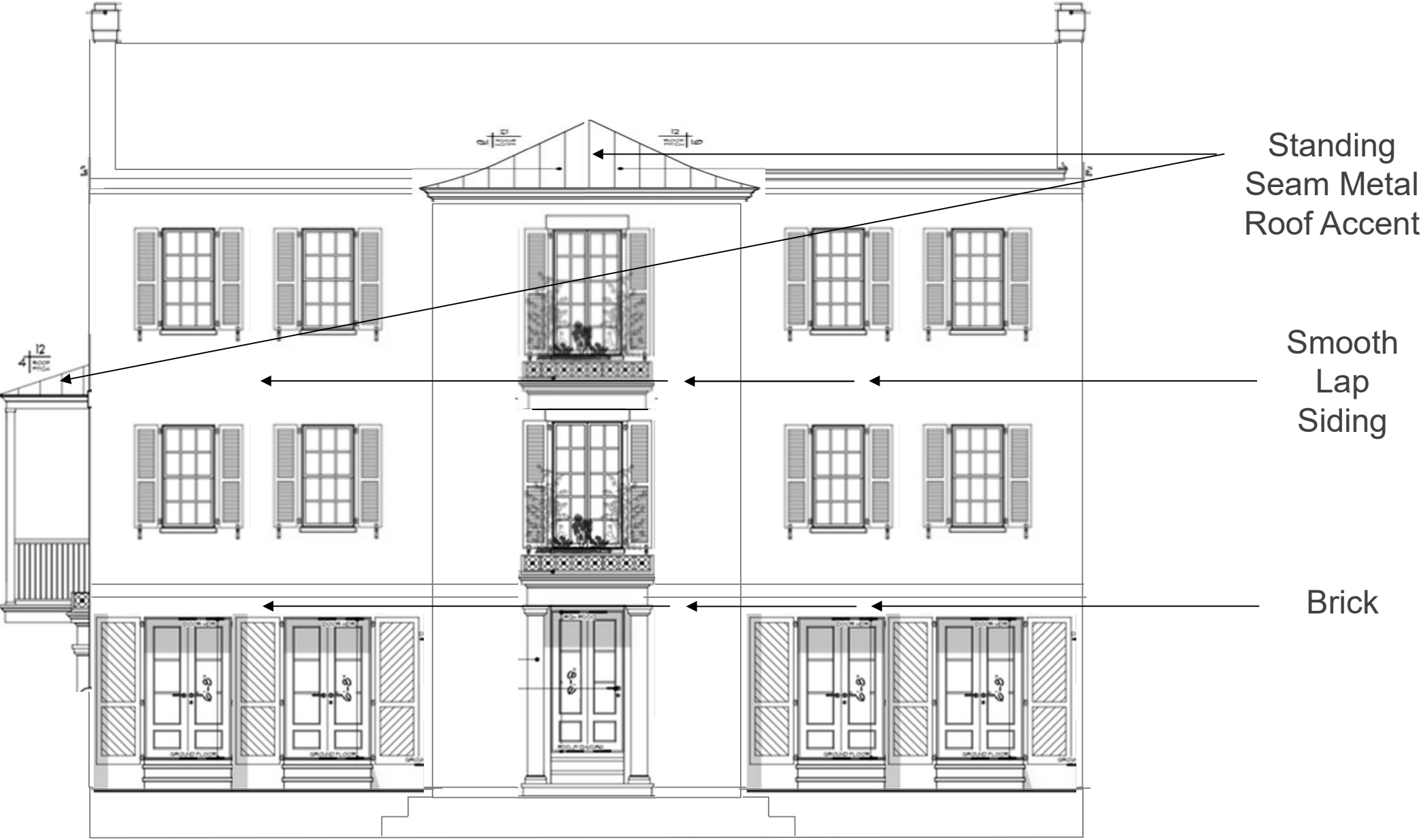
0 ft

80 ft



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Kennesaw Cherokee St
Stacked Flats – 4 per Building



0 ft

80 ft



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Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: January 13, 2025

TITLE: **Resolution: Updated Master Fee Schedule**
 Consideration for approval of a Resolution to update fees on the Master Fee Schedule, reflecting changes to fees associated with Building Services and Planning and Zoning.

Summary:

To comply with House Bill (HB) 461, Building Services fees on the Master Fee Schedule must be updated to reflect the required recalculations of regulatory fees set forth in the bill. Changes for Building Services can be found on page 2 - 6 on the Master Fee Schedule. Administrative changes for Planning and Zoning can be found on page 36.

Recommendation:

The City Manager recommends approval of the updated fees in the Master Fee Schedule.

Fiscal Impact:

Attachments:

1. RES 2025 - Master Fee Schedule Updates - Community Development
2. Master Fee Schedule

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__, 2025

**RESOLUTION TO UPDATE THE MASTER FEE SCHEDULE REGARDING
CHANGES TO FEES ASSOCIATED WITH BUILDING SERVICES AND PLANNING
AND ZONING.**

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

WHEREAS, With the adoption of House Bill (HB) 461 which requires cities to revise the calculation of regulatory fees, specifically building inspection fees; and

WHEREAS, HB 461 eliminates the ability to calculate fees for renovation and other construction projects based on the cost of the project, but rather expands the ability to use square footage in the fee calculation for extensive renovation projects; and

WHEREAS, the City of Kennesaw shall comply with the regulations set forth by HB 461 via a revised fee schedule for Community Development fees associated with building services and planning and zoning.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of January 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

RESOLUTION NO. 2025-__
Exhibit A
CITY OF KENNESAW
MASTER FEE SCHEDULE

DEPARTMENT	FEE TYPE	FEE		REFERENCE
911 Communications	Pre-paid Cellphones	\$1.50 per cellphone, one-time fee when purchased		Resolution No. 2018-35 HB 751 (2018)
911 Communications	Post-paid cellphones	\$1.50		Resolution No. 2018-36 HB 751 (2018)
911 Communications	Certify documents & CDs	\$5		
All Departments	CDs, DVDs	\$0.25; \$10 for bodycam or in-car videos (only)		OCGA 50-18-71(f); OCGA 50-18-96(g) [HB 976 - 2016]
All Departments	Copies (8 ½ X 11, Legal & 11 x 17)	\$0.10 per page, and administrative charges for search, retrieval, and other direct administrative costs, such administrative charges and supervising records research not to exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the records, has the necessary skill and training to perform the request.		Per Open Records Law OCGA 50-18-70 (The requester is not charged for the first fifteen minutes of time.)
All Departments	Returned Check Charge	\$25		
Building	Building Permits Residential/Commercial New or Remodel & Additions Permits	Minimum Fee \$50 Non—refundable, non-transferrable		Reference fee schedule in Section 18-6 in Code of Ordinances. Ordinance No. 2006-06

DEPARTMENT	FEE TYPE	FEE		REFERENCE
<u>Building</u>	<u>Residential:</u> <u>Permit fees for new residential building construction are calculated using the most current International Code Council Building Valuation Data at a rate of \$6.00 per \$1000 of estimated construction cost.</u>	<u>Construction Cost</u>	<u>Permit Fees</u>	<u>Construction Cost (From ICC Data) = Unheated sq. ft. total (x) \$31.50 + Heated sq. ft. total (x) Sq. Ft. Construction Cost Based on Type of Construction</u>
		<u>Up to \$15,000</u>	<u>\$80</u>	
		<u>\$15,001 - \$25, 000</u>	<u>\$150</u>	
		<u>\$25,001 - \$50,000</u>	<u>\$300</u>	
		<u>\$50,001 - \$75,000</u>	<u>\$450</u>	
		<u>Over \$75,001</u>	<u>\$6.00 per \$1000 of construction cost</u> <u>Non-refundable, non-transferrable</u>	
<u>Building</u>	<u>Commercial:</u> <u>Permit fees for new commercial building construction are calculated using the most current International Code Council Building Valuation Data at a rate of \$7.00 per \$1000 of estimated construction cost.</u>	<u>Construction Cost</u>	<u>Permit Fees</u>	<u>Construction Cost (From ICC Data) = Sq. ft. total (x) Sq. Ft. Construction Cost Based on Type of Construction</u>
		<u>Up to \$15,000</u>	<u>\$100</u>	
		<u>\$15,001 - \$25, 000</u>	<u>\$175</u>	
		<u>\$25,001 - \$50,000</u>	<u>\$350</u>	
		<u>\$50,001 - \$75,000</u>	<u>\$525</u>	
		<u>Over \$75,001</u>	<u>\$7.00 per \$1000 of construction cost</u> <u>Non-refundable, non-transferrable</u>	
<u>Building</u>	<u>Certificate of Occupancy and Letters of Completion (LOC)</u>	<u>\$80</u> <u>Non—refundable, non-transferrable</u>		
<u>Building</u>	<u>Commercial Remodel in Type 1-A or 1-B Construction</u>	<u>Calculated construction cost (X) 0.5</u> <u>Non—refundable, non-transferrable</u>		

DEPARTMENT	FEE TYPE	FEE	REFERENCE
<u>Building</u>	<u>Commercial Remodel in Type 1-A or 1-B Construction</u>	<u>Calculated construction cost (x) 0.75</u> <u>Non—refundable, non-transferrable</u>	
Building	Construction Trailer Permit	\$50 <u>\$80</u> Non—refundable, non-transferable	Ordinance No. 2008-22
<u>Building</u>	<u>Cell Tower</u>	<u>New Tower Fee: \$850</u> <u>Antenna Modification: \$500</u> <u>Generator: \$500</u>	<u>Administrative Review required by Planning and Zoning prior to submission for Building Permit</u>
Building	<u>Low Voltage</u> Electrical Permit: phone system, data system, security system, fire alarm system, CATV system	Minimum Fee \$50 <u>\$80</u> Non—refundable, non-transferable	Ordinance No. 2006-06
Building	Conditional Foundation Only Permit	Minimum \$50 Non—refundable, non-transferable	Reference fee schedule in Section 18-6 in the Code of Ordinances. Ordinance No. 2006-06
<u>Building</u>	<u>EV Charging Station</u>	<u>Minimum Fee \$80</u> <u>Non—refundable, non-transferable</u>	<u>Electric permit based on commercial permit fees</u>
<u>Building</u>	<u>Free Standing Building with No Tenant (Shelly Only)</u> <u>Commercial Building Valuation: X 80% per ICC</u>	<u>CO or LOC: \$80.00</u> <u>Non—refundable, non-transferrable</u>	
Building	House Moving Permit	\$75 <u>\$80</u> Non—refundable, non-transferable	Ordinance No. 2008-22

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building	HVAC Permit	Minimum Fee \$50 Non—refundable, non-transferable	Ordinance No. 2006-06
Building	Impact Fee	\$699 (residential) Commercial fees – see Attachment A	Ordinance No. 2010-04.
Building	Land Disturbance Permit	\$50 Non—refundable, non-transferable	Issued only with approval of the Plan Review Committee
Building	Mobile Home Permit	\$75 <u>\$80</u> Non—refundable, non-transferable	Ordinance No. 2008-22 <u>Electrical permit is required for power release</u>
Building	Move In C.O. Permit <u>(No change of Use, No Construction, No Utility Work)</u>	\$75 <u>\$80</u> Non-refundable, non-transferable	This is required before a new business can occupy a building & Business License is issued. Ordinance No. 2006-06
Building	Multi-Family Permit <u>(for Trade Permits Only)</u>	Flat Fee: <u>Per Building Permit:</u> Plumbing - \$50 per Unit <u>\$80</u> HVAC - \$50 per Unit <u>\$80</u> Electrical - \$50 per Unit <u>\$80</u> Non-refundable, non-transferable	
<u>Building</u>	<u>New Tenant/Interior Remodel/ Vacant Tenant/New Build</u>	<u>CO or LOC: \$80.00</u> <u>Non—refundable, non-transferrable</u>	
Building	Plumbing Permit	Minimum Fee \$50 Non—refundable, non-transferable	Ordinance No. 2006-06
<u>Building</u>	<u>Penalty for Construction prior to Issuance of permit</u>	<u>Double Permit Fee, maximum \$1000</u>	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building	Re-activate expired permits	Same as the new permit fee	
Building	Re-inspection Fees	\$25 <u>\$50</u> - 1 st \$50 <u>\$75</u> - 2 nd \$75 <u>\$100</u> - 3 rd and <u>each subsequent time</u> \$100 — 4 th	
Building	Replacement permit card	\$5 Non—refundable, non-transferable	
<u>Building</u>	<u>Retaining Wall/Commercial Block Walls</u>	<u>\$100 per wall</u> <u>Non—refundable, non-transferrable</u>	
<u>Building</u>	<u>Revisions Fees (Residential/Commercial)</u>	<u>\$50.00 per resubmittal</u> <u>Non—refundable, non-transferrable</u>	
Building	After hours Inspection	After 5 PM Monday- Friday or on Weekends (any time before or after normal business hours) \$300 Fee Non-refundable, non-transferable	
Building	Swimming Pool Permit	The minimum Fee of \$50 is based on the cost of construction <u>\$250</u> Non—refundable, non-transferable	
Building	Technology	1% of each permit issued, \$10.00 minimum fee per permit	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
<u>Building</u>	<u>Trade Permit (Mechanical, Electrical, Plumbing)</u>	<u>\$80</u> <u>Non—refundable, non-transferable</u>	
Building Services	Construction/Sales Office	\$50	
Building/Zoning	Demolition Permit	\$80 Non—refundable, non-transferable	If in the historic district, they must be approved by HPC. Application is filed w/ P&Z Fee via Ordinance No. 2006-06.
<u>Building/ Zoning</u>	<u>Fence Permit</u>	<u>\$50 + technology fee</u> <u>Non-refundable, non-transferable</u>	
Business License	Convenience Fee	4% fee for debit or credit card payment \$5 for E-check payment	Government Window
Business License	Alcoholic Beverage License	\$350 Application Fee	This fee type has many situational aspects that will depend on the type of applicant and where the alcohol will be sold. See Chapter 6 in the Code of Ordinances for specifics. See Code of Ordinances Section 6-52 for License Fee Schedule. The application fee will cover the cost of advertising 2 times, fingerprinting & background check.
Business License	Occupational Tax Based on Gross Receipts	Class 1 through Class 6	See attached Schedule A “City of Kennesaw Business Tax Schedule”

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Business License	Massage Work Permit New Application	\$25	See Code of Ordinances Chapter 22, Article IX. Section 22-231(b)
Business License	Massage Work Permit Renewal	\$15	See Code of Ordinances Chapter 22, Article IX. Section 22-231(b)
Cemetery Fees	Residents	1,500	Lots are 5'x10' The remains must be in a vault Resolution No. 2014-21, 2014
	Non-Residents	2,000	
	Employees	\$750	
	Burial Permit	\$100	Cremations up to 4 in one lot; includes the cost of a burial permit
	Cremation Internment in a lot	\$200	
			Monday through Friday (except holidays)
	Cremation Garden Service + Engraved Bronze Plaque	\$800	
	Memorial Garden - engraved bronze plaque only	\$400	
	Cremation Garden only – no bronze plaque	\$400	
	Business donation for zinc plaque	-----	Contact Cemetery Foundation
	Memorial Tree Plaques	\$75	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	Includes marker + stake Active or retired City Employees - Cremation Garden Service + Engraved Plaque	\$400	Monday through Friday (except holidays)
City Clerk	Certified Copies of Records, upon request	\$25	OCGA 50-18-71(c)(1)
City Clerk	Convenience Fee	4 % fee for online open record request payments	Government Window
City Manager	Permit Fees – television, video, filming	\$100 (non-refundable) \$500 per day, per street \$250 per day, per street \$50 per day, per space \$275 per barricade or cone replacement See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. \$300 per day \$250 per day \$300 per day \$300 per day \$250 per day \$250 per day \$2,000 per day \$2,500 per day	Application Processing Fee Street Closures Intermittent Street Closures Parking Space Use Charged if barricade or cone is stolen or damaged Police Officer (Security) Police Officer (Security for alcohol event) Police Officer (Traffic) City Parks City Cemetery Court/Council Chambers Community Center Historic Train Depot The Community House Southern Museum Smith-Gilbert Gardens

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Court	Fines and Cash Bonds	--	See Chapter 38 of the Kennesaw Code of Ordinances
Court	Certified Records	\$5	
Court	Convenience Fee	7% fee for online citation payments and 6.5% for credit/debit card payments.	Government Window
Events Committee	Event Application Fee	\$50 nonrefundable application fee for all events	to be waived only when a City department or board is a primary or co-applicant
Events Committee	Police Officer Alcohol Beverage Concession Support	See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/ .	2 hour minimum
Events Committee	Police Officer Support for City Sanctioned Events	See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/ .	The number of required officers at an event is determined by the type of event
Events Committee	Police Officer Special Events at City Facilities for external rentals	See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/ .	2 hour minimum
Events Committee	Public Works Street Closings	\$48 per hour, with a 4-hour minimum plus \$20 per sign required (based on special event application)	Based on the rate for a two-person crew
Events Committee	Barricade Replacement	\$275 each	Only charged if barricade is damaged or stolen
Events Committee	Maintenance Dept	\$50 per hour, per person with a 4-hour minimum for custodial support	Charge for non-city events
Events Committee	Maintenance Dept	\$50 per hour, per person, with a 2-hour minimum for other maintenance (such as electrical)	Charge for non-city events
Events Committee	Recreation Staff	\$48 per hour, per employee if requested in Special Event Application	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
G & A	Tent Permit (Temporary)	\$15	Fire Marshall
G & A	Bail Bonds Application	Regulatory fee \$100 Each employee \$50 Fingerprint fee \$45 Application fee \$75	See Code of Ordinances Section 22-71. Approval of M&C is required on new applications only. License based on gross receipts if located within the City only.
G & A	Business License Fees – Rush process fee	\$50 fee to process a business license same day after receiving a completed application or renewal form with all appropriate approvals	
G & A	Insurance or licensed agent: Annual license fee upon each insurer doing business within the City A licensed agent of an insurer for insurance said insurer shall pay an additional license fee per location	\$100 \$35 per location	O.C.G.A. § 33-8-8(b)(1); Ordinance No. 2011-27
G & A	Massage Therapist License	No application fee. License based on gross receipts - See Code of Ordinances 22-11. \$45 Fingerprint Fee	See Code of Ordinances Chapter 22, Article IX. Approval of M&C is required on new applications only. A state license is required before a business license is issued. See attached Schedule A “City of Kennesaw Business Tax Schedule”.
G & A	Pawn Broker License	No application fee.	See Code of Ordinances Section 22-276. Approval of

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		License based on gross receipts - See Code of Ordinances 22-45. \$45 Fingerprint Fee	M&C is required on new applications only. See attached Schedule A "City of Kennesaw Business Tax Schedule"
G & A	Property Tax FIFA fee for placing or releasing a lien on property for delinquent taxes	Manual - \$12.00 total to file/release E-file - \$50 total to file/release	Code Section 82-28
G & A	Property Tax "Tax Sale" fee for Pre-Sale Collection Cost	\$65	Code Section 82-27
G & A	Property Tax Title Search and Certified Mail Fee	\$175	Code Section 82-27
G & A	Sanitation Deposit	Residential & Commercial \$100	
G & A	Sanitation Service	Residential: \$32.50 per month for one can. (Receive one month free if annual bill is paid in advance) Commercial: \$32.50 per month for one can	
G & A	Sanitation Extra Carts	Garbage: \$18.56 per month per can Recycle: \$5.75 per month per can	
G & A	Sanitation Replacement Carts	\$100	Customer Damaged/ Customer Lost
G & A	Sanitation Call Back Service	Regular hours \$25 After hours \$55	
G & A	Sanitation Reinstatement Fee	\$50	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
G & A	Sanitation Bulk Materials Collections	Cost is based on the type of material, weight, & time required for collection of the material. \$45 (up to 30 minutes) \$10 for each additional ten minutes over 30 minutes initial work	Additional fees will be charged for materials that incur added dumping fees (based on dumping fee)
G & A	Soliciting Permit Commercial-Only-(Door to Door)	\$25 (30 day period)	Need I.D. badges to be issued by the Business License Department with photo and expiration date.
G & A	Fundraising Counsel or Professional Solicitor	\$200 plus \$25,000 bond	Permit valid one year, all expire on December 31 st ; Ordinance No. 2011-02
G & A	Yard Sale Permit	No Fee	No more than 3 days in succession; no more than 3 weekends per calendar year; Code Sec 22-302(2)
G & A/Public Works	Convenience Fee	\$5 fee to pay Sanitation, Streetlight or Stormwater over the phone with a city representative. If you choose to pay online with VISA, MC, AMEX, or Discover, a \$2 per transaction fee for online credit/debit card payments. \$2.50 fee per ECheck transaction paid online.	
G & A	Convenience Fee	3% fee for credit card payments at the property tax window. If you choose to pay online with VISA, MC, AMEX, or Discover, a 3% fee and \$3.50 per transaction fee for online credit/debit card payments. \$1.25 fee per ECheck transaction paid online.	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
GIS	Map Costs	8.5"x11" – (Vector Map \$0.50, Aerial Photo \$1.00) 11"x17" – (Vector Map \$1.00, Aerial Photo \$2.00) 18"x24" – (Vector Map \$3.00, Aerial Photo \$5.00) 24"x36" – (Vector Map \$5.00, Aerial Photo \$7.50) 34"x44" – (Vector Map \$7.50, Aerial Photo \$10.00) Legal 8.5"x14" – (Vector Map \$0.75, Aerial Photo \$1.50) A \$5.00 setup fee is applied to any existing maps requested in different paper sizes; specialty maps will be priced and billed at an hourly rate.	
KDDA	Scarecrow On Main Registration Fee	\$25	
KDDA	Farmers Market fees	\$10 weekly for farmers/growers \$20 weekly for crafters/makers/resellers \$170 – full-season grower/farmer \$340 – full-season crafter/maker/reseller	
KDDA	Holiday Market Fees(Seasonal)	\$50 for 10 x10 ft Tent	
Museum	Admission Fees	Adult regular \$10; Senior regular (65+) \$8;	Library pass good for up to 4 people

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Active Duty, Reserve, Guard, and military retiree (w/ID), University Student (w/ID), Child/Youth (3-17) All \$5; Toddlers 2 and under – Free with Family; Adult AAA \$9; Senior AAA (65+) \$7; Child/Youth AAA (3-17) \$4	No Special Events (not eligible for special events or programs)
Museum	Admission Fees Group Rates – (Group Rates consist of 10 individuals or more). A minimum flat fee is charged if there are less than 10 individuals.	Student Guided Tour \$5.00 per student \$50 minimum flat fee \$50 Deposit for Guided Tour Adult Guided Tour \$8.00 per adult \$80.00 minimum flat fee	Guided School Tours – Teachers and school employees enter free during the tour, any additional adult chaperones pay \$5 each. Guided Homeschool Group Tours- One parent teacher may enter free for every 10 paid children, remaining adult chaperones pay \$5 each
Museum	Archival Documents Reproduction and Duplication Fees	\$0.10 per page, plus the staff research fee	The handling fee applies after the first 100 pages. Duplication fees do not include the cost of shipping.
Museum	Staff Research fee	\$20 fee per hour after the first 30 minutes and \$20 for each additional hour	
Museum	Archives Researcher Fee	\$10 per day per researcher or \$20 per week	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Museum	Digital Image Duplication Services	\$10 for the first image duplicated digitally (This may include the Staff Researcher Fee depending on the time needed for the request) \$1 for each additional page after the first page	If the file is sent via physical media (CD, flash drive, etc.) cost of media used and shipping fees apply.
Museum	Museum Classroom This option is available during and after normal operating hours. All events must be finished by 11 PM	\$75 per hour during operating hours with a 2-hour minimum for up to 25 guests; each additional guest is \$3 (Tues – Sat, 9:30 AM – 5 PM) \$75 deposit \$150 per hour after normal operating hours with a 2-hour minimum (Tues – Sat, 5 PM – 11 PM) \$150 deposit Damage deposit \$250 Returnable if the facility is left clean and not damaged. Payable only via check. Optional \$125 staff room set-up/breakdown fee	Max capacity is 50 people in the classroom 10% discount for City Employees, non-profits, government agencies, or Museum Members (no combined discounts) Rentals are not available on city holidays or the evening before a holiday after normal operating hours. Rentals are not available on Sunday or Monday.
Museum	Full Museum Rental – Museum Exhibit Galleries/Cobb EMC Gallery (excludes Theater, Jolley Education Center, and other Museum areas)	\$500 per hour after normal operating hours with a 2-hour minimum (Tues – Sat, 5 PM – 11PM) \$500 deposit Damage deposit \$500	10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts) Max capacity for the museum is 1,646 total; see staff for

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	*This option is only available after normal operating hours. All events must be finished by 11 PM.	Returnable if facility is left clean and not damaged. Payable only via check. Outside alcohol is permitted with a required City of Kennesaw police officer presence. See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. Optional \$250 staff room set-up fee.	individual room limits and structure. Rentals are not available on city holidays or the evening before a holiday after normal operating hours. Rentals are not available on Sunday or Monday. Custom Rental packages based on the fee schedule are available upon request.
Museum	Cobb EMC Gallery (no access to museum exhibits or galleries) This option is available during and after normal operating hours. All events must be finished by 11 PM.	\$300 per hour during and after normal operating hours with a 2-hour minimum (Tues – Sat, 5 PM – 11 PM) \$300 deposit Damage deposit \$500 Returnable if the facility is left clean and not damaged. Payable only via check. Outside alcohol is permitted with a required City of Kennesaw police officer presence. See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. Optional \$350 staff room set-up/breakdown fee.	10% discount for City Employees, non-profits, government agencies, or Museum Members (no combined discounts) The maximum capacity is 250 people in the Annex Gallery. Rentals are not available on city holidays or the evening before a holiday after normal operating hours. Rentals are not available on Sunday or Monday.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Museum	Cobb EMC Gallery Annex (no access to museum exhibits or galleries) This option is available during and after normal operating hours. All events must be finished by 11 PM.	\$100 per hour during and after normal operating hours with a 2-hour minimum (Tues – Sat, 9:30 AM – 11 PM) \$100 deposit Damage deposit is \$250 returnable if the facility is left clean and not damaged. Payable only via check. Outside alcohol is permitted with a required City of Kennesaw police offer presence. See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. \$150 Set Up/ Break down fee	10% discount for City Employees, non-profits, government agencies, or Museum Members (no combined discounts) Max capacity is 50 people (100 if ceremony only) in the Cobb Annex Rentals are not available on city holidays or the evening before a holiday after normal operating hours. Rentals are not available on Sunday or Monday.
Museum	Outreach Programs	Single class visits are \$75 (40 students max); each additional class is \$50. A standard mileage fee based on the current city rate will be charged for visits to schools outside of a 20-mile radius of the Museum.	
Museum	Theater only *This option is only available after normal operating hours. All events must be finished by 11 PM	\$150 per hour after normal operating hours with a 2-hour minimum (Tues – Sat, 5 PM – 11 PM) \$150 deposit Damage deposit \$250 Returnable if the facility is left clean and not damaged. Payable only via check.	10% discount for City Employees, non-profits, government agencies, or Museum Members (no combined discounts) The maximum capacity is 100 people in the theater.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Outside alcohol is permitted with a required City of Kennesaw police officer presence. See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. Optional \$200 staff room set-up/breakdown fee	Rentals are not available on city holidays or the evening before a holiday after normal operating hours. Rentals are not available on Sunday or Monday.
Museum	Travel Trunk	\$75 per week	Renters are responsible for picking up the Traveling Trunk from the Museum and returning it after seven days.
Museum	Venue Supply Rental	\$10 per table linen (white/black)	
Parks & Rec	Recreation Center Memberships	Student - \$5.00 Resident - \$10.00 Non-Resident - \$20.00	Memberships are active for 1 year from the registration date. Single Day Passes available for \$5.
Parks & Rec.	After Operating Hours Fees	Community Center Rooms \$40 per hour Banquet Hall \$50 per hour Recreation Center Rooms \$40 per hour Gymnasiums \$100 per hour	Rooms, Banquet Hall, and gymnasiums will have the added cost for overtime for employees.
Parks & Rec.	Non-Resident Fees	Varies, see below	All Non-Resident fees refer to residents outside of the Cobb County limits.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Cancellation Fees – With Notice	\$5 \$15 \$25 \$30 31+ Days Notice - 100% Refund 30-22 Days Notice - 75% Refund 15-20 Days Notice - 50% Refund 8-14 Days Notice - 25% Refund 7 or Less Days - 0% Refund	Programs/activities Pavilion rentals All other facility rentals Camps Code section 66-16(c)(18)
Parks & Rec.	Cancellation Fees Without Notice	Forfeit rental fees	Code section 66-16(c)(4): If facilities are not used during the reserved time for any reason and no prior cancellation was given
Parks & Rec.	Cleaning/Security Deposit Fee	May lose all or a portion of the cleaning deposit.	Code section 66-16(e); The decision of whether the deposit shall be refunded is solely up to the director of the Parks and Recreation department or his or her designee.
Parks & Rec.	Community Center Banquet Hall	RESIDENTS: \$150 per hour; NON-PROFITS: \$100 per hour; NON-RESIDENTS: \$250 per hour \$150 Security Deposit	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems. **The person who is renting the facility must be the person who uses the facility

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Portable dance floor including set up and take down available for \$150. Platform Setup available for \$50.00 Full stage set up Available for \$150 \$50 AV Equipment Add-On	
Parks & Rec.	Community Center – Conference Room	RESIDENTS: \$20 per hour; NON-PROFIT: \$15 per hour; NON-RESIDENTS: \$30 per hour Security Deposit \$50	1-hour minimum for all rentals
Parks & Rec.	Community Center – Large Meeting Room	RESIDENTS: \$55 per hour; NON-PROFITS: \$45 per hour; NON-RESIDENTS: \$80 per hour \$50 Security Deposit \$50 AV Equipment Add-On	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Administration Fee	5% for all transactions	Admin fee will cover the cost of transaction fees
Parks & Rec.	Community Center – Craft Lab	RESIDENTS: \$25 per hour; NON-PROFIT: \$20 per hour;	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		NON-RESIDENT: \$40 per hour \$50 Security Deposit	
Parks & Rec.	Community Center - Painting Lab	RESIDENTS: \$25 per hour NON—PROFIT: \$20 per hour NON-RESIDENTS: \$40 per hour \$50 Security Deposit	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Community Center – Fitness Room	RESIDENTS: \$40 per hour NON-PROFIT: \$30 per hour NON-RESIDENTS: \$55 per hour \$50 Security Deposit	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Community Classes	NON-RESIDENT: (Monthly programs) \$15 NON-RESIDENT: (All other classes) \$20	These fees are over and above the standard registration fees for participation in sports and classes. 66-17(a)(2) age 65 years or older are exempt from paying any non-resident user fees but are required to pay all standard registration fees.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Dance Rooms	RESIDENTS: \$30 per hour; NON-PROFIT: \$25 per hour; NON-RESIDENT: \$45 per hour \$50 Security Deposit	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Outdoor Classroom at Depot Park	RESIDENTS: \$30 per hour; NON-RESIDENTS: \$50 per hour \$50 Security Deposit	2-hour minimum for all rentals Rented Monday through Sunday from 9 AM to 8 PM. Maximum capacity is 60. Rentals are not available on city holidays, the evening before a holiday, or during a city special event.
Parks & Rec.	Outdoor Pickleball Court Rental	RESIDENTS: \$15/court, per hour NON-RESIDENTS: \$20/court, per hour	
Parks & Rec.	Electric charging station: (Revival Parking Deck and Adams Park)	\$.85 per hour for the first four (4) hours; After 4 hours, the fee increases to \$4.00 per hour; and A maximum of \$10.00 per day.	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Park Pavilions	RESIDENTS: \$30 per hour; NON-RESIDENTS: \$50 per hour \$50 security Deposit	2-hour minimum for all rentals Resolution No. 2008-22 and in accordance with Municipal Code 66-16
Parks & Rec.	Park Use Permit (Swift-Cantrell Park)	Exterior Track: \$500 for 4 hours Field A (approx. 8.4 acres): \$300 per hour Field A-Section 1 (approx. 1.5 acres): \$100 per hour Field A-Section 3 (approx. 2.85 acres): \$150 per hour Field B (approx. 4.51 acres): \$250 per hour Field B-Section 4 (approx. 2.12 acres): \$125 per hour Field B-Section 5 (approx. 2.21 acres): \$125 per hour \$100 Security Deposit	2-hour minimum for all rentals (excluding Exterior Track) Exterior Track can only be rented between 8 PM-Noon (not exclusive) *Includes Section 1 of Field A Field A-Section 2 (approx. 3.8 acres): -Used for parking overflow -Not a standalone rental -Exclusive to Field A Rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Recreation Center Fitness Rooms	RESIDENTS: \$30 per hour NON-PROFIT: \$25 per hour	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		NON-RESIDENTS: \$45 per hour \$50 Security Deposit	
Parks & Rec.	Recreation Center Gymnasiums	\$75 per hour during operating hours - per gym (2-hour minimum) Max \$750 until 10 PM \$75 deposit - per gym \$175 per hour after operating hours \$ 200 per gym fee to lay down carpet tiles for gym floors. Returnable if the facility is left clean and not damaged.	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Skate Park	RESIDENTS: \$150 per hour NON-RESIDENTS: \$200 per hour	3-hour minimum
Parks & Rec.	Special Event Permits	\$15	
Parks & Rec.	Splash Pad Admission	\$3.00 per person	Children under the age of 14 years must be accompanied by an adult
Parks & Rec.	Splash Pad – Private Rental	\$40 per hour	2-hour minimum for all rentals Standard entry fees apply per person

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Sports Participants	Baseball Association Non-Resident fee \$35; Softball Association Non-Resident fee \$32;	Resolution No. 2004-26
Parks & Rec.	Sports Association Facility - Per participant: (resident & non-resident)	Baseball Association -\$7 Softball Association - \$5	Resolution No. 2004-26 These fees are over and above the standard registration fees for participation in sports and classes.
Parks & Rec.	Field Rental	Ball Fields -\$50 (2hr minimum- 4 hr maximum) Lights- \$75 per hour Tournaments only-\$50 per game with lights an additional \$10 per game \$50 per field deposit	Deposit is refundable unless rental is canceled, then it will be withheld.
Parks & Rec.	Tennis Court Rental Fee – ALTA/USTA Leagues	<u>Adult Team</u> RESIDENTS: \$200 per season; NON-RESIDENT: \$300 per season <u>Senior Team</u> RESIDENTS: \$140 per season; NON-RESIDENTS: \$210 per season <u>Youth Team</u> RESIDENTS: \$170 per season; NON-RESIDENT: \$255 per season	When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first- come, first-served basis. Instructional programs offered through Parks & Recreation always take priority over public use. Leagues must book the courts with the Parks & Recreation Department to ensure court use.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Tennis Court Rental Fee – Group Rate	Minimum 1 court and 1-hour rental; RESIDENTS: \$15 per court, per hour; NON-RESIDENTS: \$20 per court, per hour	When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis. Instructional programs offered through Parks & Recreation always take priority over public use. To ensure court space at the desired time, the court needs to be rented.
Planning & Zoning	Administrative Variance Application	\$100	Unified Development Code, Chapter 9
Planning & Zoning	Charitable Donation Bins	\$100 annually	Unified Development Code, Chapter 5
Planning & Zoning	Minor Plat Review (includes lot split less than 3 lots, lot combination less than 3 lots, lot line rearrangements)	\$200 + Final Plat Application fee	
Planning & Zoning	Final Plat Review – 1 st time	\$400	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Review – Resubmittal	\$200 each	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Application	\$250 All plans to be approved by the Plan Review Committee before any scheduled public hearing	Unified Development Code, Chapter 10

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Planning & Zoning	HPC Certificate of Appropriateness	\$50 fee to cover administrative time, research, and review + \$150 if demolition.	Unified Development Code, Chapter 4
Planning & Zoning	Rezoning Application	Single Family detached: \$375 + \$10/ acres Townhouse /Multifamily: \$550 + \$10/acres Commercial/Official Institutional: \$750 + \$10/acres Mixed Use/PUD: \$750 + \$10/acres Industrial: \$800 + \$10/acres	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Application	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – 1 st time	Residential: \$350 + \$10/lot Commercial: \$350 + \$20/acres	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – Resubmittal	50% of initial submission fee	Unified Development Code, Chapter 10
Planning & Zoning	Public Art Exhibits	\$50	Unified Development Code, Chapter 2
Planning & Zoning	Special Called Meeting (Rezoning or Land Use)	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Special Land Use Permit Application	\$250	Fees to cover advertisement and signs issued to post; Unified Development Code Chapter 10
Planning & Zoning	Variance Application Request	\$375	Unified Development Code, Chapter 10

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Planning & Zoning	Zoning Verification Letter	Tier I - \$50 per parcel Tier II - add \$25	Unified Development Code, Chapter 10 Tier I - Current zoning, surrounding zoning, permitted use Tier II - Zoning conditions, variances, planned development, zoning violation, special or conditional uses, nonconforming, etc. ** Additional information such as Certificate of Occupancy, Building Code Violations, Permit details, will require an Open Record request through the City Clerk.
Police	Accident Reports	\$5	
Police	DVD copy of bodycam or in-car videos	\$10.00	OCGA 50-18-96(g) [HB 976]
Police	Certified Records	\$5	
Police	Criminal History	\$20	
Police	Expungement of Arrest Records	\$25 each incident	O.C.G.A. 35-3-37
Police	Incident Reports	\$0.10 per page	
Police	Pouring License (Server Permit)	\$30 Initial License \$20 Additional Establish. \$5 Replacement Card	
Police	Precious Metals	\$25 Permit Fee \$10 Annual Permit Renewal Fee	See Section 22-141 Code of Ordinances and State Law 43-37-1
Police (Jail)	Fingerprints (Card Provided by KPD)	\$15	
Police (Jail)	Fingerprints (Card Provided by Requester)	\$15	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Public Work	Landscape/Tree Resubmittal	\$150 each	
Public Works	Driveway, Curb Cut Permits	\$25 Residential \$50 Commercial	Ordinance No. 2006-06.
Public Works	Misc. Land Disturbance	\$50 + technology fee (minimum technology fee \$10)	(<0.9 acres or 1 per permitted structure)
Public Works	Land Disturbance	1 - 4.9 disturbed acres: \$250 5+ disturbed acres: \$500	Issued only with approval of the Plan Review Committee
Public Works	Sanitation – See G&A		
Public Works	Small Cell		Georgia HB 184 (2019)
	(1) Fee for each application for the collocation of each small wireless facility on an existing pole per small wireless facility	\$100 per small wireless facility	
	(2) Fee for each application for each replacement pole with an associated small wireless facility	\$250	
	(3) Fee for each application for each new pole with an associated small wireless facility	\$1,000 per pole	
	(4) An annual right of way occupancy rate for nonexclusive occupancy of the right of way as follows: (i) For each small wireless facility collocated on any	\$100 per year	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	existing or replacement pole, including an existing or replacement City pole; or		
	(ii) For each new pole, other than a replacement pole, with an associated small wireless facility	\$200 per year	
	(5) Annual attachment rate for collocations on City poles;	\$40 per year per small wireless facility	
	(6) Fee to make ready any City pole to enable that pole to support a proposed small cell facility, including replacement of the pole if necessary;	Actual cost	
	(7) Penalty for failure to restore the right-of-way to the condition pre-installation O.C.G.A. §36-66C-5 (where a vendor that is permitted seeks to remove with notice to the City	\$500	
	(8) Penalty for failure to restore the right of way to the condition pre-installation O.C.G.A §36-66C-6(b) (unpermitted collocation or location of facilities - where	\$1,000	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	vendor installs without a permit) (9) Penalty for failure to remove abandoned facility, support structure or pole under O.C.G.A §36-66C-7(p)(1)	\$500	
Public Works	Stormwater Utility	\$5 Residential \$1.13 per 1,000 sq. ft.; minimum fee \$5 Non-Residential	Ordinance No. 2014-16 Resolution No. 2014-45 “Stormwater Utility Credit Manual”
Public Works	Street Lighting	Single-family residential: \$2.15 per month Multi-family residential: \$2.15 per unit per month (using 90% of actual units) Commercial, industrial, and institutional: \$2.15 per unit per month at 0.95 units per acre	Ordinance No. 2018-07, 2018
Public Works	Tree Removal Permit and Inspection – Residential and Commercial Properties	\$25.00 \$50.00 if historical property	4” tree caliper
Public Works	Landscape/Tree Review	\$250	
Public Works	Borrow/Fill Permit	\$50 Non—refundable, non-transferable	Follow the same procedures as the Land Disturbance Permit.
Public Works	Construction Document Review	\$500 \$750 \$1,000	Under 5 acres (Type 1) 5-15 acre (Type 2) Over 15 acres (Type 3)
Public Works	Construction Document Resubmittal	\$250 \$375	Under 5 acres (Type 1) 5-15 acre (Type 2)

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$500	Over 15 acres (Type 3)
Public Works	Grading Permit	\$50 + technology fee (minimum technology fee \$10) Non—refundable, non-transferable	Issued only after Land Disturbance procedures are followed.
Smith-Gilbert Gardens	Non-Commercial After-Hour Photography Session Available only Tuesday – Saturday 4:30 – 6:30 PM Capacity: 75 people	\$225 No alcohol permitted. Payment due at the time of reservation	All payments made with credit cards are subject to an online service fee. Commercial photo/video shoots must be scheduled through the Communications office. Casual photography for personal use is welcome during Garden hours – regular admission and parking limitations apply.
Smith-Gilbert Gardens	Admission Museums for All and GA Foster Friendly Blue Star	\$10 Adults; \$8 Seniors (ages 65 & up); \$5 Children (ages 3-17); Free - Children Under age 3; \$5 Active Military, Reserve, Guard, and Military Retiree (with I.D.), University Student (with I.D.); \$3 for Adults and free for children Active Duty Military Families free with ID	All transactions made with credit cards are subject to online service fees.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			Must show proof of ID with SNAP/ EBT Card or SUN Bucks & proof of GA FF program membership Discounts available from Armed Forces Day until Labor Day only
Smith-Gilbert Gardens	Guided Tours – School Groups (Public, Private, Homeschool)	\$7 per child. 1 teacher per 10 students admitted free. Additional teachers/parent chaperones pay regular admission.	By reservation only at least 2 weeks prior to date. All payments made with credit cards are subject to an online service fee.
	Self-Guided Tours – School Groups	\$5 per child. 1 teacher per 10 students admitted free. Additional teachers/parent chaperones pay regular admission.	
	Virtual Field Trips and Outreach in-school visit	\$175 for all grade levels up to 30 students \$90 for each additional class for the same topic	
	Guided Tours – Adult Groups	\$5 plus admission with a minimum of 10 people	
	Self-Guided Adults Group	Minimum of 10 people at 10% off regular adult admission	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Smith-Gilbert Gardens	Homeschool, scout, birthday, and reserved group education workshops	\$20 for each initial (non-member) parent and child pair \$10 for each additional child Members receive discounted registration	By reservation only All payments made with credit cards are subject to an online service fee.
Smith-Gilbert Gardens	Outdoor garden rentals are available with use as follows: Full Garden rental	Fees as noted by operational and after hours All require: Cleaning Fee of \$150 is required. Damage deposit (\$500) - returnable if the facility is left not damaged. During Business hours Tuesday - Saturday 9am to 4pm - \$250 per hour with a two-hour minimum. After 4 PM- \$500 per hour with a two-hour minimum. Outside alcohol is permitted after business hours with a required City Permit plus City of Kennesaw police officer presence. See prices outlined by Off Duty Management web-based service https://www.kennesaw-ga.gov/hire-off-duty/. Normal Garden operating hours are Tues – Sat, 9 AM – 4 PM	One hour is allotted for set up and another hour for tear down. Rental tear-down during business hours must be completed by 5 PM and rental tear-down after hours must be completed by 10 PM Additional load-in/breakdown and clean-up time will be charged at \$250 per hour if done after Garden operational hours, and \$125 per hour if done during Garden operational hours. Wedding rehearsal time is available the day before the event. Must be scheduled at the time of rental; time limit applies. Add-on options: Bridal Suite \$250

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			Note for all rentals during Garden Hours – normal Garden operations continue. All payments made with credit cards are subject to an online service fee. 10% rental discount available for City of Kennesaw residents and businesses, non-profits as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the discount, the person/entity renting the Gardens must also be the Person/entity using the Gardens for said event. No indoor option for rain Seating available – white resin padded folding chairs (75) 60" round tables (12) 8' tables (3) (If the ceremony plus reception requires additional chairs or tables, then all chairs and tables must be rented) The rental party is responsible for securing and paying any additional fees including Kennesaw Alcohol Permit, Off-

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor, etc.
Zoning	Sign Permits	Temporary Signs: \$30 + technology fee Banners - New Businesses first 60 days free Semi-directional - \$50 (renewed annually) Monument Sign/Freestanding Sign: \$150 + Technology Fee Wall/Canopy/Awning: \$75 + Technology Fee <u>Sign Face Changes: \$50 + Technology Fee</u> Non—refundable, non-transferable	Unified Development Code Chapter 10
Zoning/Building	Cell Towers	New Tower Fee: \$850 Antenna Modification: \$500 Generator: \$500	Administrative Review required by Planning and Zoning prior to submission for Building Permit. Unified Development Code, Chapter 5

SCHEDULE A – CITY OF KENNESAW BUSINESS TAX SCHEDULE

The Business License Tax is Determined by Gross Receipts and class of Business According to SIC

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

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

CITY OF KENNESAW IMPACT FEE SCHEDULE

Attachment "A" of Impact fee Ordinance

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

Medical

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

Office

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

Retail

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

Services

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

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