

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**Meeting Agenda**

February 17, 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. Public Comment/Business from the Floor**
- 7. Old Business**
- 8. New Business**
- 9. Committee and Board Reports**
- 10. Public Hearing(s)**
 - A. Ordinance: 2025 Zoning Map**

Consideration for approval of an Ordinance to adopt the 2025 Official Zoning Map for the City of Kennesaw. Case # MISC2025-01
- 11. Consent Agenda**
 - A. Minutes: January 27, 2025 Special Called Public Hearing**

Approval of the January 27, 2025 Special Called Public Hearing minutes
(Intent to Opt Out of Statewide Homestead Exemption)
 - B. Minutes: January 27, 2025 Work Session**

Approval of the January 27, 2025, City Council work session minutes

- C. **Minutes: February 3, 2025 Special Called Public Hearing**
Approval of the February 3, 2025, Special Called Public Hearing minutes
(Intent to Opt Out of Statewide Homestead Exemption)
- D. **Minutes: February 3, 2025, Regular Meeting**
Approval of the February 3, 2025, City Council regular meeting.
- E. **Resolution: Amended and Restated Galleria Convention Funding Agreement**
Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Funding Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.
- F. **Resolution: Amended and Restated Galleria Convention Operating Agreement**
Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Operating Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.
- G. **Resolution: Proposal for Depot Park Concrete Repairs**
Consideration for approval of a Resolution accepting the proposal presented by Gay Construction Company.
- H. **Road Closures: 2025 Events**
Consideration for approval of road closures pertaining to the 2025 Kennesaw Grand Prix Series, Concert Series, and Salute to America.

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

19. City Manager's Report

- A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council
FROM: Darryl Simmons, Zoning Administrator
DATE: February 17, 2025
TITLE: **Ordinance: 2025 Zoning Map**
Consideration for approval of an Ordinance to adopt the 2025 Official Zoning Map for the City of Kennesaw. Case # MISC2025-01

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. MISC2025-01_ 2025 Zoning Map Packet
2. 02-05-25 Planning Commission Action Minutes
3. 2025-01-17 Zoning Map Legal Ad

2024 Rezoning and Annexation Summary

Case No.	Applicant's Name (Property)	Application Type, Project Description	Project Address	Parcel ID#
RZ2024-01	Jackson Webb	Rezoning from Light Industrial (LI) to Central Business District (CBD) for the renovation and redevelopment of the vacant structure to establish a Sherwin Williams paint store.	2573 Summers St	20016700410
RZ2024-03	Jason Kisz	Rezoning from R-15, Single Family Residential to Central Business District (CBD) for the construction of a mixed-used development consisting of 31 "For Sale" residential units consisting of townhomes, stacked flat condos and 1,600 sq. ft. of commercial floor area.	3045 Cherokee St	20012900950

CITY OF KENNESAW

ORDINANCE NO. 2025- , 2025

**AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE
CITY OF KENNESAW**

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

WHEREAS, an Ordinance is necessary to adopt the Official Zoning Map of the City of Kennesaw, Georgia, and;

WHEREAS, notice as advertised in the Marietta Daily Journal on January 17, 2025; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal on February 5, 2025 recommending approval; and

WHEREAS, the Mayor and Council held a public hearing on this proposal on February 17, 2025; and

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

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Kennesaw, Cobb County, Georgia, that the Official Zoning Map of the City of Kennesaw, Georgia is hereby adopted to reflect all zoning approvals regarding annexations and rezonings between January 1, 2024 and December 31, 2024; and

BE IT FURTHER ORDAINED THAT this Ordinance and the attached map shall become effective from and after its adoption and execution by the Mayor.

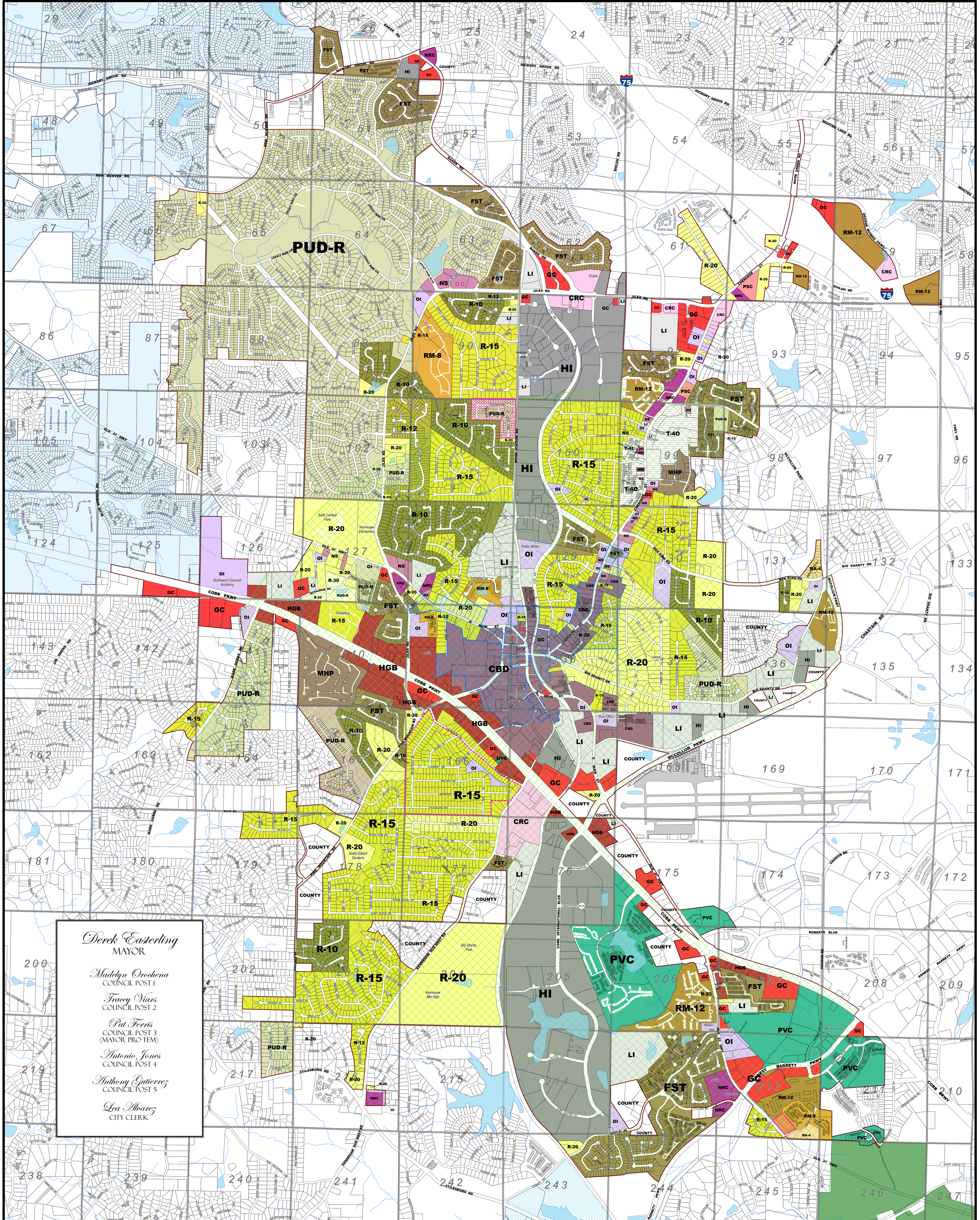
PASSED AND ADOPTED by the Kennesaw City Council on this day of February 17, 2025.

Attest:

City of Kennesaw

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Derek Easterling
MAYOR

Madelyn Orachena
COUNCIL POST 1

Tracey Viars
COUNCIL POST 2

Pat Ferris
COUNCIL POST 3
(MAYOR PRO-TEM)

Antonio Jones
COUNCIL POST 4

Anthony Gutierrez
COUNCIL POST 5

Lea Alvarez
CITY CLERK

Zoning Districts

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

Form Based Code

Open Space	T-3	T-4L	T-4O	T-5
Woodland Acres Non-Conforming Parcels				

Zoning Overlays

Airport Hazard District	Conservation Subdivision	Historic Districts	Historic Preservation Village	Senior Living
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Acworth City Limits	Kennesaw City Limits	Kennesaw Mtn Nat'l Battlefield	Land Lots	City Limits
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ADOPTED OFFICIAL ZONING MAP
MAYOR DEREK EASTERLING

CITY OF KENNESAW
PLANNING & ZONING DEPT.
"ALWAYS PLANNING FORWARD"

Derek Easterling
CITY CLERK

1" = 700'

Ordinance:
Adopted: Jan 28, 2025
Revised:
File: Zoning_Map_ep

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER

Printed at 01/15/25 08:34 by rmill-tj

Acct #: 110016

Ad #: 459102

Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 01/17/2025 Stop: 01/17/2025

Times Ord: 1

Times Run: ***

LEG 1.00 X 2.32 Words: 200

Total LEG 2.32

Class: 8003 PUBLIC HEARING

Rate: LEGL

Cost: 30.00

Ad Descrpt: PH-9898 2025 ZONING MAP

Descr Cont: MDJ-9898 GPN-16 CITY OF K

Given by: REBECCA GOLDSTEIN

P.O. #: 2025 ZONING MAP

Created: rmill 01/15/25 08:32

Last Changed: rmill 01/15/25 08:34

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB ZONE EDT TP RUN DATES
MDJ A 95 S 01/17

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-9898
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE
Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2025 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
Said meeting shall be held before the Planning Commission on February 5, 2025, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 17, 2025, at 6:30 p.m. both meetings to be held at 2529 J. O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative hereto.
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/>
1:17-2025

**MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 5, 2025
6:30 PM**

1. Call to Order / Roll Call

Chairman Jackson called the meeting to order at 6:29 p.m.

Roll Call: Commissioner Jackson, Commissioner Bodenhamer, Commissioner Vande Zande, Commissioner Greenall, and Commissioner Trim

Absent: Commissioner Patterson and Commissioner Ragus

Staff Present: Darryl Simmons (Planning & Zoning Administrator), Chanelle Campbell (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)

Speakers Present: N/A

2. Election of Officers

Commissioner Jackson nominated Commissioner Bodenhamer as Chair.

Vote taken, Commissioner Bodenhamer was declared elected by majority of votes, 4-0, as Chairman.

Commissioner Bodenhamer nominated Commissioner Vande Zande as Vice Chair.

Vote taken, Commissioner Vande Zande declared elected by majority of votes, 4-0, as Vice Chairman.

3. Announcements

- A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: <https://www.kennesaw-ga.gov/publicmeetings/>. 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 February 17, 2025.

4. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: November 6, 2024

Chairman Bodenhamer called for a motion.
Motion to approve by Commissioner Trim.
Seconded by Commissioner Greenall.
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion approved 4-0. Motion carried.

5. New Business

A. **MISC2025-01**- Consideration for approval to adopt the 2025 Official Zoning Map for the City of Kennesaw.

Chairman Bodenhamer called for a motion.
Motion to approve by Vice Chair Vande Zande
Seconded by Commissioner Jackson
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion approved 4-0. Motion carried.

6. Staff Comment

7. Adjourn

Chairman Bodenhamer called for a motion to adjourn.
Motion to adjourn by Commissioner Trim.
Seconded by Commissioner Greenall.
Meeting adjourned at 6:40 p.m.

1-17-2025
MDJ-9898
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2025 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Said meeting shall be held before the Planning Commission on February 5, 2025, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 17, 2025, at 6:30 p.m. both meetings to be held at 2529 J. O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative hereto.

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/>

1-17-2025
MDJ-9918
GPN-16



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 17, 2025

TITLE: **Minutes: January 27, 2025 Special Called Public Hearing**
Approval of the January 27, 2025 Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-01-27 Intent to Opt Out of Homestead Exemption Public Hearing Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
January 27, 2025
6:00 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Call to Order

Mayor Easterling called the meeting to order at 6:00 p.m.

2. Public Hearing(s)

A. Public Hearing: Intent to Opt Out of Statewide Homestead Exemption

First of three public hearings addressing the City of Kennesaw's intent to opt out of the statewide adjusted base year ad valorem homestead exemption pursuant to O.C.G.A § 48-5-44.2.

City Manager Jeff Drobney and Assistant Finance Director Jennifer Gordy shared a presentation regarding House Bill 581 for the Statewide Floating Homestead Exemption and FLOST [See **Exhibit A**]. Staff is recommending that the City of Kennesaw opt out of House Bill 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.

6:06 p.m. Floor Open for Public Comments

No comments.

6:07 p.m. Floor Closed for Public Comments

3. Adjourn

Mayor Easterling adjourned the meeting at 6:07 p.m. The second public hearing will be held at 10:30 a.m. on February 3, 2025, and the third public hearing will be held at 6:30 p.m. on February 3, 2025 in the Council Chambers. The public is encouraged to attend.

DRAFT

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:				
				Taxes Paid using current M&O millage rate of 7.75 MILLS
Year	Assessed Value	Exemption	Adjusted Base Year Value	
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?



DRAFT

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Special Called Meeting
Intent to Opt Out of Homestead Tax Exemption
1/27/2025
Public Comment Sign-in**

	Name	Address	Topic
1			
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DRAFT



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: February 17, 2025
TITLE: **Minutes: January 27, 2025 Work Session**
Approval of the January 27, 2025, City Council work session minutes

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-01-27 City Council Draft Work Session Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
January 27, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

5. Presentations

6. Old Business

7. New Business

A. Appeal Hearing: Occupational Tax License for The Event Lounge

The appeal hearing will be held on February 3, 2025, at the City Council regular meeting.

Ms. Alvarez stated that an appeal hearing for the suspension of the Occupational Tax Certificate for The Event Lounge will be held at the regular City Council meeting on Monday, February 3, 2025 at 6:30 p.m. Ms. Alvarez read the summary of events written on the item report for the Council for context.

Mayor Pro Tem Ferris asked if the hearing had already gone before the License Review Board. Ms. Alvarez stated this appeal hearing goes straight before the Mayor and City Council.

8. Committee and Board Reports

9. Public Hearing(s)

A. **Resolution: Opt out of Statewide Homestead Exemption Pursuant to O.C.G.A § 48-5-44.2.**

Consideration for approval of a Resolution authorizing the City of Kennesaw to opt out of the statewide homestead exemption pursuant to O.C.G.A. § 48-5-44.2.

The second public hearing for this resolution authorizing the City of Kennesaw to opt out of the statewide homestead exemption pursuant to O.C.G.C § 48-5-44.2 will be held on Monday, February 3, 2025 at 10:30 a.m. and the third and final public hearing will be held at the regular City Council meeting on Monday, February 3, 2025 at 6:30 p.m.

10. Consent Agenda

A. **Minutes: January 13, 2025 Work Session**

Approval of the January 13, 2025, City Council work session minutes.

B. **Minutes: January 13, 2025 Executive Session**

Approval of the January 13, 2025, City Council executive session minutes.

C. **Minutes: January 21, 2025 Regular Meeting**

Approval of the January 21, 2025, City Council regular meeting minutes.

11. General and Administrative

A. **Alcohol License: Keke's Breakfast Cafe**

Consideration for approval of an Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Walk Keke's LLC d/b/a Keke's Breakfast Cafe located at 2090 Baker Rd., Suite 201, Kennesaw, GA 30144.

Business License Manager LaMaya Edmonds presented an Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Walk Keke's LLC d/b/a Keke's Breakfast Cafe located at 2090 Baker Road, Suite 201. The applicant has completed the required alcohol workshop. Signs have been posted and it has been properly advertised. The current application and background check are on file.

Ms. Edmonds noted that the applicant is an out of state corporation, so an authorized agent will be present on Monday.

B. **Budget Adjustments: Fiscal Year 2024**

Consideration for approval of budget adjustments for fiscal year ended September 30, 2024.

Finance Director Gina Auld presented the budget adjustments for fiscal year ended September 30, 2024. Ms. Auld presented a summary of those adjustments [see **Exhibit A**].

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

12. Public Safety

13. Information Technology

14. Public Works and Building Maintenance

A. Resolution: Sewer Easement to Cobb County Water

Consideration for approval of a Resolution authorizing a Sewer Easement Agreement with Cobb County Water.

Public Works Director Ricky Stewart presented a resolution authorizing a sewer easement agreement with Cobb County Water. There is an existing sewer line that runs through the back of 3080 Moon Station Road, which is the Public Works and Community Development property, and Cobb Water is asking for a permanent, 20-foot wide easement on it.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

B. Resolution: Dedication of Grenadine Circle in Villas at Hickory Grove

Consideration for approval of a Resolution accepting the dedication of Grenadine Circle to the City of Kennesaw.

Mr. Stewart presented a resolution accepting the dedication of Grenadine Circle in the Villas of Hickory Grove to the City of Kennesaw. Grenadine Circle is a single roadway with an area of 2.167 acres and 50 feet of right of way. The construction of the street and the installation of the storm system were inspected by the City while the development was being built to ensure that all was to City standards and specifications. All inspections were passed and approved. The street has since gone through the one-year warranty period and re-inspection. Mr. Stewart stated that Public Works is now satisfied that the street can be accepted.

The developer provided a quitclaim deed to Grenadine Circle, but Legal has advised the City would need a warranty deed. Mr. Stewart asked that if the Council approves this item, that they do it conditionally based on the developer providing a warranty deed.

Mayor Easterling stated the item would remain where it is on the agenda for the regular meeting.

C. Resolution: Land Appraisal for Abandoned Right-of-Way

Consideration for approval of a Resolution approving the appraised value for abandoned right-of-way at 2995 and 2997 North Main Street.

[Councilmember Orochena recused herself from discussion on this item due to her parents owning the properties].

Mr. Stewart presented a resolution approving the appraised value for abandoned right of way at 2995 and 2997 North Main Street. At the last meeting where this abandonment was discussed, the original depth was 30 feet, Mr. Stewart advised that staff did go back and discuss with the property owner and reduced it to 25 feet. For tonight's discussion, Mr. Stewart shared that the property owner got an appraisal from a licensed appraiser, and the fair market value was appraised at \$9,000. He is bringing this number to Council for consensus that it is a fair number to consider. If the Council considers it so, staff will then go back to the property owner and make them aware that it was approved as fair market value and for the property owner to go ahead and submit an offer on the property.

Mayor Pro Tem Ferris asked if the \$9,000 is based on the property owner's appraisal. Mr. Stewart said the property owner had to hire a licensed land appraiser for the appraisal.

Mayor Pro Tem Ferris asked the City Attorney if the City has any obligation to the public to have our own appraisal done. Mr. Bentley, Sr. responded that the City could hire an appraiser to appraise the property. Mr. Ferris stated he would be more comfortable if the City did.

Mayor Easterling stated that if the cost to hire an appraiser is reasonable for Mr. Stewart to go ahead and get an appraisal done for the property. He asked to postpone this item until February 10, 2025, City Council work session and the February 17, 2025, City Council regular meeting.

15. Recreation and Culture

16. Community Development

17. Public Comments

6:43 p.m. Floor Open for Public Comments

No comments

6:44 p.m. Floor Closed for Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney did not have anything to report tonight.

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

A. Discussion: Council Retreat

Discussion requested by Councilmember Orochena regarding the scheduling of a Council retreat.

Councilmember Orochena asked to revisit the discussion item regarding a Council retreat. She sees a benefit to it, but didn't feel like the Council came to a resolution last time it was discussed.

Councilmember Jones stated he would not be opposed to it, but asked for plenty of notice.

Mayor Pro Tem Ferris asked Councilmember Orochena what the benefits would be in having the retreat. Councilmember Orochena doesn't see any downside to sitting down and understanding each other's goals, especially as a new councilmember.

Mayor Easterling indicated that this would not be a retreat with staff, just a retreat with Council.

Councilmember Gutierrez said he was on board with having the retreat.

Mayor Easterling said he would speak with the Council and get back to Councilmember Orochena.

Mayor Pro Tem Ferris said that in order to have an effective retreat, there needed to be a set agenda with specific goals and outcomes.

B. Discussion: Art Mural

Discussion requested by Councilmember Jones regarding the creation of an art mural on a retaining wall across from Kennesaw Station next to McCollum Park.

Councilmember Jones wanted to discuss the creation of an art mural on an a retaining wall across from Kennesaw Station next to McCollum Park.

Mayor Easterling said the request would be passed along to to Vanita Keswani, the City's new Arts Programming Coordinator.

C. Discussion: Elected Official Photos

Discussion requested by Councilmember Jones regarding the inclusion of the American Flag in the headshots of the elected officials.

Councilmember Jones shared that he would like to include the American Flag in the headshot of the elected officials.

The Council agreed to include the American Flag in elected official photos.

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

Mayor Easterling adjourned the meeting at 6:58 p.m. The regular meeting will be held on Monday, February 3, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

City of Kennesaw
ADJUSTMENT TO ANNUAL BUDGET
Fiscal Year Ended September 30, 2024

Fund	Description	Amount	
		DR	CR
General Fund	Finance, P&Z, Econ Dev Salaries – increased for comp study & being fully staffed	46,000	
General Fund	Interest – Capital Leases	2,500	
General Fund	Streets – Salaries – decreased not fully staffed		48,500
Opioid Fund	Opioid Settlement Revenue – new fund		50,000
Opioid Fund	Opioid Expenditures – new fund	50,000	
Hotel/Motel	Hotel/Motel Expenditures – collected more revenue than expected so more paid out	600	
Hotel/Motel	Hotel/Motel Revenue - collected more revenue than expected		600
Impact Fees	Park Improvements – Chalker Park	32,412	
Impact Fees	Working Capital Reserves		32,412
Impact Fees	Machinery & Equipment – Park Security Cameras	106,000	
Impact Fees	Use of Prior Year Reserves		106,000
Cemetery Fund	Other Professional Services – Surveying Fees	900	
Cemetery Fund	Cemetery Fee Revenue		900
SPLOST	2022 Depot Park Improvements	264,657	
SPLOST	2022 Neighborhood Improvements		264,657

TOTAL

\$503,069 \$503,069

JUSTIFICATION AND BACKGROUND:

Fiscal Year End Realignment for Annual Financial Reporting Purposes.

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session

1/27/2025

Public Comment Sign-in

Name

Address

Topic

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DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 17, 2025

TITLE: **Minutes: February 3, 2025 Special Called Public Hearing**
Approval of the February 3, 2025, Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-02-03 Public Hearing Intent to Opt Out Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
February 3, 2025
10:30 AM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Deputy City Clerk Christie Burgner City Manager Jeff Drobney
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1. Call to Order

Mayor Easterling called the meeting to order at 10:30 a.m.

2. Public Hearing(s)

A. Public Hearing: Intent to Opt Out of Statewide Homestead Exemption

Second of three public hearings addressing the City of Kennesaw's intent to opt out of the statewide adjusted base year ad valorem homestead exemption pursuant to O.C.G.A § 48-5-44.2.

City Manager Dr. Jeff Drobney and Assistant City Finance Director Jennifer Gordy shared a presentation regarding House Bill (HB) 581 and the Statewide Floating Homestead Exemption and FLOST [See Exhibit A]. The City of Kennesaw's property value "freeze" is always more beneficial to residents than the "floating Homestead" in HB581. Therefore, staying in the program has no benefit for residents. Staff recommends to opt-out of HB581.

10:37 Floor open for Public Comment
There was no public comment.
10:38 Floor closed for Public Comment.

There was no comment from Council.

3. Adjourn

Mayor Pro Tem Ferris asked that Mayor Easterling state there is a quorum, although Councilmember Guiterrez was not in attendance. Mayor Easterling advised the meeting did have a quorum.

Mayor Easterling adjourned the meeting at 10:38 a.m. The third and final public hearing will be held February 3rd at the regularly scheduled council meeting at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

DRAFT

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?



DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 17, 2025

TITLE: **Minutes: February 3, 2025, Regular Meeting**
Approval of the February 3, 2025, City Council regular meeting.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-02-03 DRAFT Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
February 3, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez Deputy City Clerk Christie Burgner City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Invocation

Mayor Easterling asked for a moment of silence to honor those effected by the recent plane crashes in Washington D.C. and Philadelphia.
City Attorney Randall Bentley, Jr. led the invocation.

2. Pledge of Allegiance

Lewis Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:31 p.m.

4. Announcements

5. Presentations

6. Public Comment/Business from the Floor

Floor Opened for Public Comment at 6:31 p.m.
There was no public comment.
Floor Closed for Public Comment at 6:32 p.m.

7. Old Business

8. New Business

A. Appeal Hearing: Occupational Tax License for The Event Lounge

City Attorney Randall Bentley provided information on the proceedings of the appeal hearing regarding the suspension of the occupational tax certificate of The Event

Lounge by the Business License Manager due to alleged violations of the City of Kennesaw code of ordinances. The business owner made an appeal for a hearing before Mayor and Council where all deliberations will be in open session. Assistant City Attorney Jamie Wingler will present the city's case against The Event Lounge. The City Council may reverse, affirm or modify the suspension. All witnesses may be cross-examined by the business owner or by the city attorney. The City Clerk will send written notice of the Council's decision, and the business owner can appeal.

Assistant City Attorney Jamie Wingler presented an opening statement with facts of the case against The Event Lounge by listing the ordinance violations from November 2022, June 2023, and October 2024. Mr. Wingler quoted from the appeal letter from Mr. Swanson where he accepted full responsibility for the infractions. Mr. Wingler asked that the City Council uphold the 180-day suspension issued by the business license manager.

Mr. Gary Brent Swanson, co-owner of The Event Lounge, 1480 Shiloh Road, gave an opening statement. Mr. Swanson advised that he was a disabled Air Force veteran who is trying to become an entrepreneur with his brother in the City of Kennesaw. He stated that he was inexperienced as a businessman and took responsibility for the infractions as stated in his letter. Mr. Swanson addressed the first couple of citations regarding operating without a business license and a certificate of occupancy, in which he worked with the city to come into compliance. Mr. Swanson advised that the business is not a club. It is an event center for rent. The citations given were due to a Kennesaw State University (KSU) student event which got out of hand when more people than expected arrived. Mr. Swanson stated that Officer Luther has been extremely helpful with his knowledge of what is and what is not allowed to happen by ordinance guidelines. Mr. Swanson stated he would like to have a successful business in the city, wants to do the right thing and do what the city expects of them. He asked the Council to reconsider the six-month suspension as that would cause them to go out of business. Mr. Swanson asked for a second chance.

Mr. Wingler called forward Officer Scott Luther, who has been with the Kennesaw Police Department for 26 years. Officer Luther is familiar with The Event Lounge at 1480 Shiloh Road which is in the city limits. Included in Officer Luther's duties as Code Enforcement Officer is to write citations to business owners who are not in compliance. Mr. Wingler offered into evidence certified copies of ordinances 22-29, 18-66, 18-74, 22-2, 6-99, 18-28, 46-550, and 6-71 [Exhibits A-H] which are the ordinances noted in the violations given to The Event Lounge. Mr. Swanson advised Mr. Wingler did review those ordinances with him. Mr. Wingler then offered into evidence [Exhibit I] certified copies of the 2023 and 2024 citations and dispositions for The Event Lounge. Officer Luther explained that of the violations in Exhibit I, 'unsafe structure' was because the building had more people than allowed and 'nuisance' because of the trash left behind after the events. Officer Luther explained that he reviewed body cam footage of the KSU student event, it was difficult for police to get into the parking lot for The Event Lounge and people were parking across Cherokee Street. Officers noted that some event goers did leave when the police arrived. However, there were people outside the

building consuming alcohol. Mr. Swanson verified with Officer Luther that after his first visit, some issues had been remedied. Councilmember Jones asked if any of those attending the student events were minors. Officer Luther advised that the officers that were on the scene did not ask anyone for identification, but the students did not appear to be underage. Councilmember Viars inquired about the business license; Officer Luther advised they did not have a license at the onset. Mayor Easterling asked that it be pointed out that this was a student event and not a sanctioned KSU event. Officer Luther clarified with Councilmember Jones that The Event Lounge did have alcohol on premises, which would mean they are required to have an alcohol license/permit.

Mr. Wingler then called Business License Manager LaMaya Edmonds forward. Ms. Edmonds has been employed with the city for three years and her duties as Business License Manager include application intake, renewals, and regulatory licensing. Ms. Edmonds advised she is familiar with The Event Lounge. She advised she did send a suspension letter; a certified copy of that letter was entered into evidence as [Exhibit J]. Ms. Edmonds learned of the eight citations The Event Lounge received and then issued the suspensions. Ms. Edmonds advised she gave a 30 day suspension for the 2022 infractions, 60 day suspension for the 2023 infractions, and 90 day suspension for the 2024 infractions to total the 180-day suspension. A certified copy of Mr. Swanson's appeal letter was entered into evidence as [Exhibit K]. A certified copy of the appeal hearing notification package was entered into evidence as [Exhibit L]. Mr. Swanson clarified with Officer Luther that there was no written citation for Ordinance 6-7, it was a verbal warning. Mr. Swanson inquired why the suspensions were written in 2024 for issues that occurred in 2023 and 2024. Ms. Edmonds advised that the city does give businesses the opportunity to rectify issues, and some Event Lounge issues were corrected, but because issues continued, she wrote the suspension. Mr. Swanson and Ms. Edmonds discussed Mr. Swanson calls/questions to her department about alcohol licensing, and that he was directed to contact an attorney as his questions were more than what an employee could advise on. Mayor Pro Tem Ferris asked why Ms. Edmonds waited to issue all citations after the three incidents and not as each occurred. Ms. Edmonds stated that each business is given time to correct issues. Mr. Wingler interjected that the June 2023 citations were not resolved until Mr. Swanson went to court in December 2024, where he did plead guilty and pay the fines for the 2023 and 2024 citations. That concluded the City's evidence.

Darryl Swanson, co-owner of The Event Lounge, and retired veteran spoke on behalf of his brother Mr. Gary Brent Swanson. Mr. D Swanson stated that he occupied the space before The Event Lounge, had a current lease, and assisted with the renovation that caused the first citation (2022). He stated he did not realize that a new certificate of occupancy would be needed when his dog training business changed to The Event Lounge. He stated has a good relationship with the landlord, spent lots of money doing renovations, and got his brother on board for the current business. Mr. D Swanson advised that a six month suspension would not be sustainable for the business to survive. He understands that he and his brother have a lot to learn about the event business. He stated that one of the student events were supposed to have approximately 50 people present, many more showed up, and they did have law

enforcement in attendance. Mayor Easterling and Councilmember Jones asked for clarification of the security measures. Officer Luther advised that there were two uniformed officers present (neither were Kennesaw Police); one was still in PTO training while the other was transferring departments. Mr. GB Swanson stated that the students were advised of the need for security on the premises, and they did have security. The Swanson's were not aware of the status of the officers' training.

Mr. Wingler closed his case with a reminder to Council that Mr. Swanson plead guilty to the citations and admitted guilt in his appeal letter. Mr. Wingler asked Council to uphold the 180-day suspension.

Councilmember Viars inquired about the Swanson's ability to attain an alcohol license from the City of Kennesaw. Ms. Edmonds advised that since the violations were alcohol related it could effect his ability. He would have to apply and work through the process for that determination to be made. Ms. Edmonds explained to Councilmember Jones that if the alcohol license is denied, he would have to wait for the offenses to drop off his record to reapply in two years.

Mr. Gary Brent Swanson closed by thanking the Council for the opportunity to speak on behalf of The Event Lounge. He stated that while Mr. Wingler repeatedly pointed out that he admitted guilt, Mr. Swanson sees this as his way to take accountability and responsibility for his actions. Mr. Swanson stated he would be moving forward with a better understanding of the regulations and asked the Council to change the suspension.

Motion by Councilmember Viars to modify the suspension to 90 days (all suspensions to run concurrently). Seconded by Mayor Pro Tem Ferris. Discussion held. The suspension became effective January 1, 2025.

Vote taken, motion approved (4-1). The nay vote was Councilmember Jones. Motion passed.

9. Committee and Board Reports

10. Public Hearing(s)

A. Resolution: Opt out of Statewide Homestead Exemption Pursuant to O.C.G.A § 48-5-44.2.

Consideration for approval of a Resolution authorizing the City of Kennesaw to opt out of the statewide homestead exemption pursuant to O.C.G.A. § 48-5-44.2.

City Manager Dr. Jeff Drobney and Assistant City Finance Director Jennifer Gordy shared a presentation regarding House Bill (HB) 581 and the Statewide Floating Homestead Exemption and FLOST [Exhibit M]. Dr. Drobney explained that the City of Kennesaw's property value "freeze" is always more beneficial to residents than the "floating Homestead" in HB581. Ms. Gordy provided an example of Kennesaw's exemption versus HB581 exemption, which indicates that the city's is more beneficial.

Therefore, staying in the HB581 program has no benefit for residents. Staff recommends to opt-out of HB581. This is the third and final public hearing for this matter.

Motion by Councilmember Jones to approve Resolution 2025-08 to Opt Out of Statewide Homestead Exemption. Seconded by Councilmember Viars.

Floor opened for Public Comment at 7:36 p.m.

There was no public comment.

Floor closed for Public Comment at 7:37 p.m.

Councilmember Jones thanked Dr. Drobney and Ms. Gordy for their third presentation regarding the exemption.

Vote taken. Motion approved unanimously (5-0). Motion passed.

11. Consent Agenda

Motion by Mayor Pro Tem Ferris to approve the Consent Agenda engross. Seconded by Councilmember Gutierrez.

Vote taken. Motion approved unanimously (5-0). Motion passed.

A. Minutes: January 13, 2025 Work Session

Approval of the January 13, 2025, City Council work session minutes.

B. Minutes: January 13, 2025 Executive Session

Approval of the January 13, 2025, City Council executive session minutes.

C. Minutes: January 21, 2025 Regular Meeting

Approval of the January 21, 2025, City Council regular meeting minutes.

D. Resolution: Sewer Easement to Cobb County Water

Consideration for approval of a Resolution authorizing a Sewer Easement Agreement with Cobb County Water.

Resolution 2025-09

E. Budget Adjustments: Fiscal Year 2024

Consideration for approval of budget adjustments for fiscal year ended September 30, 2024.

12. General and Administrative

A. Alcohol License: Keke's Breakfast Cafe

Consideration for approval of an Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Walk Keke's LLC d/b/a Keke's Breakfast Cafe located at 2090 Baker Rd., Suite 201, Kennesaw, GA 30144.

Business License Manager LaMaya Edmonds presented information for an Alcohol License for Beer, Wine and Sunday Sales for Kennesaw Walk KeKe's LLC d/b/a Keke's Breakfast Cafe located at 2090 Baker Road, Suite 201. Ms. Edmonds advised that the applicant had completed the required alcohol workshop, signs have been posted and properly advertised, the current application is on file with the business license office, and the Finance Director recommends approval.

Motion by Councilmember Jones to approve the alcohol license for Keke's Breakfast Cafe. Seconded by Councilmember Viars.

Vote taken. Motion approved unanimously (5-0). Motion passed.

Mayor Easterling commented that Keke's Breakfast Cafe does have an upcoming ribbon cutting.

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: Dedication of Grenadine Circle in Villas at Hickory Grove

Consideration for approval of a Resolution accepting the dedication of Grenadine Circle to the City of Kennesaw.

Public Works Director Ricky Stewart advised that his department had received a dedication request for Grenadine Circle at Hickory Grove. This street was inspected, passed a one-year warranty period and has been reinspected for its current condition. A quit claim deed has been completed. However, if council accepts the dedication, Mr. Stewart recommends the city require a warranty deed.

Motion by Councilmember Jones to approve Resolution 2025-10 to accept the dedication of Grenadine Circle to the City of Kennesaw with the condition that a warranty deed is completed. Seconded by Councilmember Gutierrez.

Vote taken. Motion approved unanimously (5-0). Motion passed.

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

Floor opened for public comment at 7:40 p.m. [Exhibit N]

ANDREW BRAMLETT [City Resident]: Mr. Bramlett presented local history about John Wesley Dobbs [Exhibit O].

JOHN GREENE [City Resident]: Mr. Greene addressed ponding on the property at the corner of Watts and Main which he feels could present a public health issue. Public Works Director Ricky Stewart advised that the owners have an active grading permit and the ponding is an erosion control measure.

Floor closed for public comment at 7:47 p.m.

19. City Manager's Report

Dr. Drobeny exited the meeting at 7:40 p.m.

A. Reports, Discussions, and Updates

20. Mayor's Report

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

Mayor Easterling advised that Acworth Police Chief Mark Cheatham is replacing Jesse Evans on the 911 Advisory Board by virtue of appointment. [Exhibit P]

Motion by Mayor Pro Tem Ferris to accept a resignation letter from Zach Buffington from the Historic Preservation Commission. Seconded by Councilmember Jones. [Exhibit Q]

Vote taken. Motion approved unanimously (5-0). Motion passed.

21. Council Reports & Discussions

Councilmember Gutierrez stated that he learned a valuable marriage lesson, that when the weather warms up he got upgraded from husband to landscaper, and he has been getting his tan back a little.

Mayor Pro Tem Ferris advised that while everyone felt like spring was in the air, to enjoy it because they might have a surprise coming as we are not through February yet. While he was out in the community this weekend, Mr. Ferris saw a lot of people out with their kids and dogs at Depot Park and Swift Cantrell, which is a positive thing.

Councilmember Jones thanked Mayor Easterling for the moment of silence at the onset of the meeting for the victims of the plane crashes in Philadelphia and Washington D.C. Mr. Jones stated that both cities hold an important place in his life. Mr. Jones also recounted how he tried to take his son to Frozen Cow today only to find out they were closed, so he and his son took gas station ice cream to Depot Park.

Councilmember Orochena stated that her family was enjoying the spring like weather.

Councilmember Viars commented that the Book Swap that occurred the same weekend as the caboose ribbon cutting was a huge success and is one of her favorite events. Ms. Viars thanked the Bramletts for their volunteer work with the Book Swap, and all the other volunteers that were at the event.

22. Executive Session

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

23. Adjourn

Mayor Easterling adjourned the meeting at 7:51 p.m. The next regularly scheduled meeting will be held on Monday, February 10, 2025 at 6:30 p.m. in the Council

Chambers.

DRAFT

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

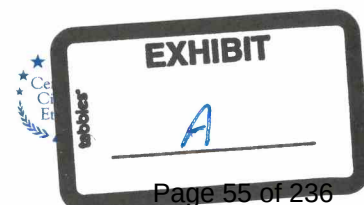
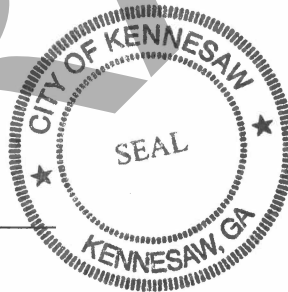
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 22, "Businesses," Article 1, "Occupation Taxes and Regulatory Fees," Division 2, "Administration and Enforcement," Section 22-29, "Revocation and appeal," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:


Christie Burgner, Deputy City Clerk



Sec. 22-29. - Revocation and appeal.

- (a) The supervisor of the business license office shall be authorized to suspend or revoke a business registration certificate in accordance with the procedures set forth below. In the event the supervisor of the business license office seeks to suspend or revoke an occupation tax certificate, the supervisor of the business license office shall give written notification to the applicant of such action and such notice shall contain a specification of the violation or violations and shall be served upon the licensee at least five days prior to the hearing. The applicant shall be given written notice of the time and place of the hearing.
- (b) The supervisor of the business license office shall be authorized to deny, suspend or revoke an occupation tax certificate in the event of any one or more of the following:
- (1) An applicant gave false or misleading information in the original or renewal application process;
 - (2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises and/or knowingly allowed possession, use or sale of controlled substances to a minor on the premises;
 - (3) An applicant has knowingly allowed the violation of an ordinance of the city or a violation of any criminal law of the State of Georgia (a misdemeanor or a felony) to occur on the premises; and that such violation is materially related to the operation of said business;
 - (4) An applicant (or licensee) has been convicted of any drug related, alcohol-related or sex-related crime by the State of Georgia or the city regarding an offense which was committed on the premises or which would otherwise violate the provisions of this chapter;
 - (5) An applicant fails to pay any fee, occupation tax, fine or other amount of money due to the city under this chapter or any other taxing ordinance of the city;
 - (6) An applicant or the owner alters or allows to be altered, the business license occupation tax certificate (license document) or the applicant or the owner changes the information, defaces, destroys, misuses, abuses, or improperly alters or misrepresents the business license or occupation tax certificate; and
 - (7) An applicant has knowingly allowed the violation of any provision of O.C.G.A. § 16-12-171, as amended.
- (c) The city manager shall approve any proposed action prior to proceeding toward any suspension or revocation of any occupation tax certificate and/or business license.
- (d) In the event the supervisor of the business license office shall suspend or revoke any occupation tax certificate hereunder, the suspension or revocation shall be for a period of not less than one day nor more than 365 days, within the discretion of the supervisor of the business license office. Any suspension or revocation shall be sent by the city by certified mail, return receipt requested. For the first offense, the suspension shall be for a period of one to 90 days; second offense, suspension for one to 180 days and third offense, suspension for one to 365 days. Provided, however, that the applicant shall be authorized to continue its business operations until that date of the hearing scheduled in accordance with section 22-21(d). No applicant may apply for an occupation tax certificate during any period of suspension or revocation. In any hearing conducted, the supervisor of the business license office shall consider, among other things, the severity of the allegations, the evidence submitted and the testimony presented, in making any decision on suspension or revocation and the duration of either.

(Ord. No 2019-09, § 5, 10-21-19)

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

CITY OF KENNESAW
GEORGIA, COBB COUNTY

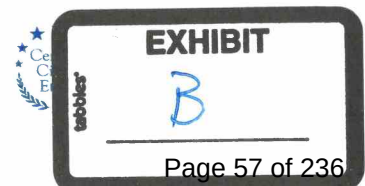
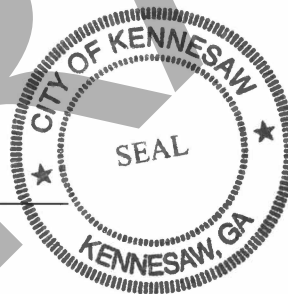
I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 18, "Buildings and Building Regulations," Article 5, "Permits," Section 18-66, "Permit application," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner

Christie Burgner, Deputy City Clerk



Sec. 18-66. - Permit application.

- (a) *When required.* Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes or to cause any such work to be done, shall first make application to the building official and obtain the required permit for that work.
- (b) *Exceptions.* Permits shall not be required for the following mechanical work:
- (1) Any portable heating appliance;
 - (2) Any portable ventilation equipment;
 - (3) Any portable cooling unit;
 - (4) Any steam, hot or chilled water piping within any heating or cooling equipment regulated by the Georgia State Minimum Standard Mechanical Code;
 - (5) Replacement of any part which does not alter its approval or make it unsafe;
 - (6) Any portable evaporative cooler;
 - (7) Any self-contained refrigeration system containing ten pounds (4.54 kg.) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.
- (c) *State license required.* Applications for electrical, mechanical or plumbing permits may only be made by, and will only be issued to, an individual holding a valid state electrical, mechanical or plumbing license or to an individual performing work on a single-family dwelling or farm owned and occupied by the individual applicant; provided, however, all work pursuant to such permit must be in conformity with all provisions of the technical codes and this chapter. Effective July 1, 2008, applications for building permits may only be made by, and will only be issued to, an individual holding a valid state building contractor license or to an individual performing work on a single-family dwelling or farm owned and occupied by the individual applicant, provided, however, all work pursuant to such permit must be in conformity with all provisions of the technical codes and this chapter.
- (d) *Joint responsibility.* It shall be the joint responsibility of the owner and contractor to see that a permit is obtained before any work is commenced.
- (e) *Work authorized.* A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.
- (f) *Minor repairs.* Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes.
- (g) *Fire damaged structure.* The building official or designee shall inspect all fire damaged structures prior to any and all utility services being re-connected.
- (h) *Information required.* Each application for a permit, with the required fee, shall be filed with the building official on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent; or, if subsection 18-48(b) applies, then the application must be signed by the licensed contractor or individual owner/occupant. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.
- (i) *Time limitations of applications.* An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 30 days each may be allowed by the building official for the application provided the extension is requested in writing and justifiable cause is demonstrated.
- (j) *Expiration of permits.* Every permit shall become invalid unless the work on the site authorized by such permit is commenced within six months after its issuance or if the work authorized on the site by such permit is suspended or abandoned for a period of six months after the time the permitted work is commenced. One or more extensions of time for periods of not more than 30 days each may be allowed by the building official for the permit provided the extension is requested in writing and justifiable cause is demonstrated. The definition of work being completed on the site authorized by such permit shall be an inspection being completed and passed by the building services department.

(Ord. No. 2006-06, § 1(18-33), 2-21-06; Ord. No. 2008-22, § 1, 6-16-08)

DRAFT

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

CITY OF KENNESAW
GEORGIA, COBB COUNTY

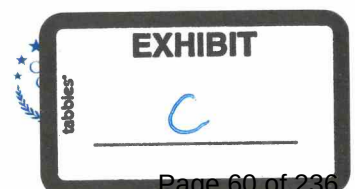
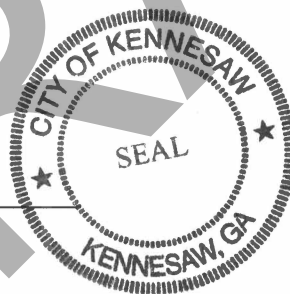
I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 18, "Buildings and Building Regulations," Article 5, "Permits," Section 18-74, "Certificates," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

A handwritten signature in blue ink, appearing to read "CBurgner", is written over a horizontal line.

Christie Burgner, Deputy City Clerk



Sec. 18-74. - Certificates.

(a) *Certificate of occupancy or completion.* Building occupancy. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the building official has issued a certificate of occupancy or completion. Such certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

(1) *Issuing certificate of occupancy or completion.* Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the technical codes, reviewed plans and specifications and after the final inspection, the building official shall issue a certificate of occupancy or completion stating the following:

- Use and occupancy permitted;
- Occupant load for each floor when limited by law;
- Allowable load per square foot for each floor in accordance with the provisions of the technical codes (when applicable);
- Building permit number;
- Address of the building or structure;
- Type of construction of the building or structure;
- Statement of compliance with applicable codes; and
- Any special stipulations or conditions of the building permit.

(2) *Authority to disconnect service utilities.* The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the technical codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

(Ord. No. 2006-06, § 1(18-41), 2-21-06)

MAYOR

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City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



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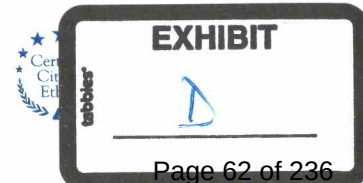
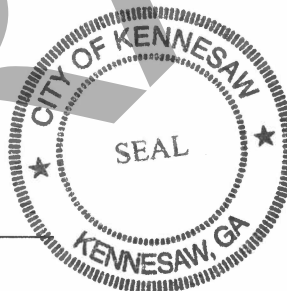
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 22, "Businesses," Article 1, "Occupation Taxes and Regulatory Fees," Division 1, "Generally," Section 22-2, "Scope and levy—Businesses with no location in Georgia," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:


Christie Burgner, Deputy City Clerk



Sec. 22-2. - Scope and levy—Businesses with no location in Georgia.

- (a) The occupation tax levied herein is for revenue purposes only and is not for regulatory purposes, nor is the payment of the tax made a condition precedent to the practice of any such profession, trade or calling. The occupation tax only applies to those businesses and occupations which are covered by the provisions of O.C.G.A. §§ 48-13-5 to 48-13-26. All other applicable businesses and occupations are taxed by the local government pursuant to the pertinent general and/or local law and ordinance.
- (b) Pursuant to O.C.G.A. §§ 36-1-22 and 48-13-6 et seq. and effective January 1, 1995 and succeeding years thereafter, each person engaged in any business, trade, profession, or occupation in the city, whether with a location in the city, or in the case of an out-of-state business with no location in the state, exerting substantial efforts within the state pursuant to O.C.G.A. § 48-13-7, shall pay an occupation tax for such business, trade, profession, or occupation, which tax and any applicable registration shall be displayed in a conspicuous place in the place of business, if the taxpayer has a permanent business location in the city, such business tax registration shall be shown to the business license manager or his designees or to any police officer of the city upon his or their request.
- (c) Every person required to pay an occupation tax or license fee or a renewal of a license of occupation tax certificate under the provisions of this Code shall submit an application to the supervisor of the business license office, which application shall conform to the requirements of this section in addition to any other provisions of this Code.
- (d) Registration and assessment of an occupation tax is imposed on those businesses and practitioners of professions with no location or office in the state if the business's largest dollar volume of business in the state is in the city and the business or practitioner:
- (1) Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city for the purpose of soliciting business or serving customers or clients; or
 - (2) If the business or practitioner owns personal or real property which generates income and which is located within the jurisdiction of the city.

(Ord. No 2019-09, § 5, 10-21-19)

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 6, "Alcoholic Beverages," Article 3, "Prohibitions and Restrictions," Section 6-99, "Breaking of packages; consumption on premises; possession of alcoholic beverages on unlicensed premises; spirituous or alcoholic liquors," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



Sec. 6-99. - Breaking of packages; consumption on premises; possession of alcoholic beverages on unlicensed premises; spirituous or alcoholic liquors.

- (a) No retail dealer shall knowingly and intentionally allow or permit the breaking or opening of any package or packages containing alcoholic beverages on the premises where sold or allow or permit the drinking of the contents of such package or packages on the premises where sold. This section shall not apply with respect to sales pursuant to a license for consumption on the premises.
- (b) A restaurant, eatery, cafe, diner or other eating establishment not licensed under this chapter for on-premise consumption shall not knowingly and intentionally allow or permit the breaking or opening of any package or packages containing alcoholic beverages on the unlicensed premises or permit the drinking of the contents of such package or packages on the unlicensed premises.
- (c) It shall be unlawful for any licensee who is authorized to sell malt beverages, or hard cider, or wine, to sell, store or possess spirituous or alcoholic liquors without an appropriate license therefor.
- (d) Upon the suspension, revocation, denial of renewal or denial of transfer of any alcoholic beverage license under this chapter, the licensee shall remove from the licensed premises all alcoholic beverages within 48 hours of the effective date of such suspension, revocation or denial.

(Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2012-11, 9-4-12)

State Law reference— O.C.G.A. § 3-3-26.

DRAFT

MAYOR

Derek Easterling

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City Clerk

Lea Alvarez, CMC



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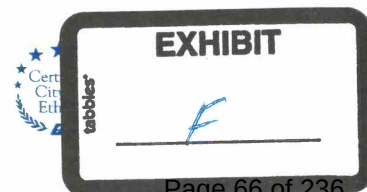
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 18, "Buildings and Building Regulations," Article 3, "Existing Buildings," Section 18-28, "Unsafe structures and equipment," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



Sec. 18-28. - Unsafe structures and equipment.

- (a) An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn the occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- (b) Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.
- (c) A structure is unfit for human occupancy when such the structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- (d) An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

(Ord. No. 2006-06, § 1(18-18), 2-21-06)

DRAFT

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

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CLERK'S CERTIFICATION

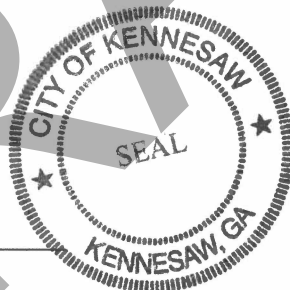
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 46, "Stormwater Utility and Environment," Article 9, "Nuisances," Section 46-500, "Declaration of nuisance conditions," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



EXHIBIT

6

Sec. 46-500. - Declaration of nuisance conditions.

The following conditions may be declared to be nuisances:

- (1) Stagnant water on premises;
- (2) Any dead or decaying matter, weeds, vegetation or any fruit, vegetable, animal or rodent, upon premises which is odorous or capable of causing disease or annoyance to the inhabitants of the city;
- (3) The generation of smoke or fumes in sufficient amount to cause odor or annoyance to the inhabitants of the city;
- (4) The pollution of public water or the injection of matter into the sewage system which would be damaging thereto;
- (5) Maintaining a dangerous or diseased animal or fowl;
- (6) Obstruction of a public street, highway or sidewalk without a permit;
- (7) Loud or unusual noises which are detrimental or annoying to the public, including without limitation, unusual or loud disturbances in or around churches or multiple-family complexes such as loud music and other activities in swimming pool and clubhouse areas;
- (8) All walls, trees and buildings that may endanger persons or property;
- (9) Any business or building where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent those activities;
- (10) Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed;
- (11) Any trees, shrubbery or other plants or parts thereof, which obstruct clear, safe vision on roadways and intersections of the city; and
- (12) Any other condition constituting a nuisance under state law.

(Ord. No. 2014-16, Att., 11-3-14)

MAYOR

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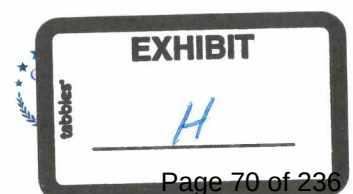
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Kennesaw Code of Ordinances Chapter 6, "Alcoholic Beverages," Article 2, "Licenses," Section 6-71, "Closed function," is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



Sec. 6-71. - Closed function.

The requirements for obtaining a closed permit function are as follows:

- (1) The organization sponsoring any closed function which seeks to serve alcoholic beverages must first apply for and obtain a special permit from the business license department in order to serve alcoholic beverages at the closed function. This permit must be posted in a conspicuous location at the closed function at all times during the event. The special permit shall specify the hours in which the closed function is permitted to function.
- (2) The organization sponsoring any closed function which seeks to serve alcoholic beverages must hire an off-duty City of Kennesaw police officer to monitor the function. The city manager or his/her designee shall have the discretion to allow the sponsoring organization to hire an off-duty police officer from another jurisdiction to monitor the function if the circumstances warrant.
- (3) The special permit as contemplated herein shall be granted or denied at the sole discretion of the business license department.

(Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2019-09, § 4, 10-21-19)

DRAFT

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

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COUNCIL

Mayor Pro Tem Pat Ferris

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CLERK'S CERTIFICATION

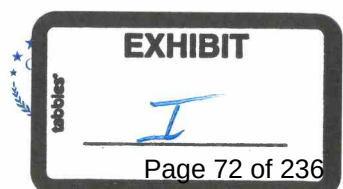
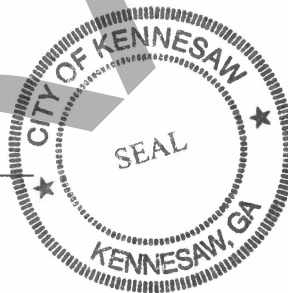
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached citations and dispositions of citations related to The Event Lounge are true and correct copies of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



INQUIRY-PRINT

KENNESAW MUNICIPAL COURT

01/14/2025

16:35:33

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0023273

VIOLATION: BUILDING PERMIT REQUIRED

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 06/21/2023

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:25:30 AM - CFOSTER - CONS TO 24100783. IF PIF W/I 30

MONTHS: 6

DAYS: 0

PROBATION: NO

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0023275

VIOLATION: NO CERTIFICATE OF OCCUPANCY

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 06/21/2023

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:25:30 AM - CFOSTER - CONS TO 24100783. IF PIF W/I 30

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0023276

VIOLATION: LICENSE REQUIRED FOR MANU OR S

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 06/21/2023

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:25:30 AM - CFOSTER - CONS TO 24100783. IF PIF W/I 30

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0023274

VIOLATION: OPERATING W/O BUSINESS LICENSE

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 06/21/2023

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:25:30 AM - CFOSTER - CONS TO 24100783. IF PIF W/I 30

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0023273F

VIOLATION: FAILURE TO APPEAR (MANDATORY V

JUDGMENT: 275.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 06/21/2023

FINDING: GUILTY AS CHARGED

BALANCE: 275.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:25:30 AM - CFOSTER - CONS TO 24100783. IF PIF W/I 30

MONTHS: 0

DAYS: 0

PROBATION: NO

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0024037

VIOLATION: CONSUMPTION ON PREMISES-NO LIC

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 10/14/2024

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:22:55 AM - CFOSTER - IF PIF W/I 30 DAYS-WAIVE FEES, ONCE

MONTHS: 6

DAYS: 0

PROBATION: YES

INQUIRY-PRINT

KENNESAW MUNICIPAL COURT

01/14/2025

16:35:34

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0024038

VIOLATION: NUISANCE CONDITIONS

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 10/14/2024

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:22:55 AM - CFOSTER - IF PIF W/ 30 DAYS-WAIVE FEES, ONCE

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0024039

VIOLATION: ENTERING UNSAFE STRUCTURE

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 10/14/2024

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:22:55 AM - CFOSTER - IF PIF W/ 30 DAYS-WAIVE FEES, ONCE

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0024049

VIOLATION: NUISANCE CONDITIONS

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 10/14/2024

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:22:55 AM - CFOSTER - IF PIF W/ 30 DAYS-WAIVE FEES, ONCE

MONTHS: 6

DAYS: 0

PROBATION: YES

SWANSON, GARY BRENT

DOB: [REDACTED] 1972

TICKET: MA0024050

VIOLATION: ENTERING UNSAFE STRUCTURE

JUDGMENT: 270.00

DRIV-LIC: [REDACTED]

PAYMENT: 0.00

PLEA: GUILTY

REFUND: 0.00

VIOLATION-DATE: 10/14/2024

FINDING: GUILTY AS CHARGED

BALANCE: 270.00

COURT-DATE: 12/17/2024

SENTENCE: 12/17/2024 11:22:55 AM - CFOSTER - IF PIF W/ 30 DAYS-WAIVE FEES, ONCE

MONTHS: 6

DAYS: 0

PROBATION: YES

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER
 CITATION NUMBER **A23273**

COURT COPY

Page 1 of 2

COUNTY OF Cobb	AGENCY Kennesaw Police Department	LATITUDE	AGENCY INCIDENT / CASE NO 2306-1199
CITY OF (IF APPLICABLE) Kennesaw		LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH June	DAY 21	YEAR 2023
LOCATION OF OCCURRENCE 1480 Shiloh Rd		LOCATION DESCRIPTION	

PERSON(S)

NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE [REDACTED] 972	JUV	R	S	HGT	WGT	HAIR	EYES	
OTN	PLACE OF BIRTH		DLN / ID NUMBER	STATE GA	TYPE OF ID	ID EXPIRES [REDACTED] 2027					
SCARS/MARKS/TATTOOS			ENDORSEMENTS								
STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No					
DATE OF ARREST NA		LOCATION OF ARREST NA									
DEFENDANT EMAIL			DEFENDANT CELL #								

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☒ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE CODE SECTION	☒ CITY ORDINANCE CODE DESCRIPTION	
18-66	Permit Application	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Building Inspector

Sec. 18-66. Permit application.

(a) When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes or to cause any such work to be done, shall first make application to the building official and obtain the required permit for that work.

(c) State license required. Applications for electrical, mechanical or plumbing permits may only be made by, and will only be issued to, an individual holding a valid state electrical, mechanical or plumbing license or to an individual performing work on a single-family dwelling or farm owned and occupied by the individual applicant, provided, however, all work pursuant to such permit must be in conformity with all provisions of the technical codes and this chapter. Effective July 1, 2008, applications for building permits may only be made by, and will only be issued to, an individual holding a valid state building contractor license or to an individual performing work on a single-family dwelling or farm owned and occupied by the individual applicant, provided, however, all work pursuant to such permit must be in conformity with all provisions of the technical codes and this chapter.

(d) Joint responsibility. It shall be the joint responsibility of the owner and contractor to see that a permit is obtained before any work is commenced.

OFFICER NAME Luther, S.O.	OFFICER'S SIGNATURE <i>Luther, S.O.</i>
ID NO 1529	ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE	DEFENDANT SIGNATURE:
Kennesaw Municipal Court	<i>Cert. Mailed 0.1 6-23-23</i>
2529 J.O. Stephenson Ave.	COURT DATE: AUGUST 15, 2023
Kennesaw, Ga. 30144	COURT TIME: 0900
PHONE: 770-429-4531	

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600
 CITATION NUMBER

NCIC NUMBER

COURT COPY

Page 1 of 2

COUNTY OF Cobb	AGENCY Kennesaw Police Department				LATITUDE	AGENCY INCIDENT/ CASE NO 2306-1199
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH June	DAY 21	YEAR 2023	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH		OLN/ID NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 2027				
	SCARS/MARKS/TATTOOS				ENDORSEMENTS						
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA		LOCATION OF ARREST NA		DEFENDANT CELL #						
DEFENDANT EMAIL											

VEHICLE(s)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☒ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE CODE SECTION	☒ CITY ORDINANCE CODE DESCRIPTION 22-2 Operating a Business without a License	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

(a) The occupation tax levied herein is for revenue purposes only and is not for regulatory purposes, nor is the payment of the tax made a condition precedent to the practice of any such profession, trade or calling. The occupation tax only applies to those businesses and occupations which are covered by the provisions of O.C.G.A. §§ 48-13-5 to 48-13-26. All other applicable businesses and occupations are taxed by the local government pursuant to the pertinent general and/or local law and ordinance.

(b) Pursuant to O.C.G.A. §§ 36-1-22 and 48-13-6 et seq. and effective January 1, 1995 and succeeding years thereafter, each person engaged in any business, trade, profession, or occupation in the city, whether with a location in the city, or in the case of an out-of-state business with no location in the state, exerting substantial efforts within the state pursuant to O.C.G.A. § 48-13-7, shall pay an occupation tax for such business, trade, profession, or occupation, which tax and any applicable registration shall be displayed in a conspicuous place in the place of business, if the taxpayer has a permanent business location in the city, such business tax registration shall be shown to the business license manager or his designees or to any police officer of the city upon his or their request.

(c) Every person required to pay an occupation tax or license fee or a renewal of a license of occupation tax certificate under the provisions of this Code shall submit an application to the supervisor of the business license office, which application shall conform to the requirements of this section in addition to any other provisions of this Code.

(d) Registration and assessment of an occupation tax is imposed on those businesses and practitioners of professions with no location or office in the state if the business's largest dollar volume of business in the state is in the city and the business or practitioner:

- (1) Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city for the purpose of soliciting business or serving customers or clients; or
- (2) If the business or practitioner owns personal or real property which generates income and which is located within the jurisdiction of the city.

OFFICER NAME **Luther, S.O.**

OFFICER'S SIGNATURE

ID NO **1529**ORGANIZATION / UNIT **Code Enforcement**

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE

Kennesaw Municipal Court
2529 J.O. Stephenson Ave.
Kennesaw, Ga. 30144

PHONE: **770-429-4531**

DEFENDANT SIGNATURE:

COURT DATE: **AUGUST 15, 2023**COURT TIME: **0900**

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER

CITATION NUMBER

COURT COPY

Page 1 of 2

COUNTY OF Cobb	AGENCY Kennesaw Police Department				LATITUDE	AGENCY INCIDENT/ CASE NO 2306-1199
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH June	DAY 21	YEAR 2023	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE [REDACTED] 972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH		DLN / ID NUMBER	STATE GA	TYPE OF I.D. DL		ID EXPIRES [REDACTED] 2027			
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA		LOCATION OF ARREST NA								
	DEFENDANT EMAIL			DEFENDANT CELL #							

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE CODE SECTION 18-74	☒ CITY ORDINANCE CODE DESCRIPTION Certificates	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Building Inspector

(a) Certificate of occupancy or completion. Building occupancy. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the building official has issued a certificate of occupancy or completion. Such certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official. (1) Issuing certificate of occupancy or completion. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the technical codes, reviewed plans and specifications and after the final inspection, the building official shall issue a certificate of occupancy or completion stating the following:

- Use and occupancy permitted;
- Occupant load for each floor when limited by law;
- Allowable load per square foot for each floor in accordance with the provisions of the technical codes (when applicable);
- Building permit number;
- Address of the building or structure;
- Type of construction of the building or structure;
- Statement of compliance with applicable codes; and
- Any special stipulations or conditions of the building permit.

(2) Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the technical codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

OFFICER NAME Luther, S.O.	OFFICER'S SIGNATURE <i>Lute, NO.</i>
ID NO 1529	ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE	DEFENDANT SIGNATURE:
Kennesaw Municipal Court 2529 J.O. Stephenson Ave. Kennesaw, Ga. 30144	<i>Cert Mailed on 6-23-23</i>
PHONE: 770-429-4531	COURT DATE: AUGUST 15, 2023
	COURT TIME: 0900

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

Version 12.7.18

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER

CITATION NUMBER

A73276

COURT COPY

Page 1 of 2

COUNTY OF Cobb		AGENCY Kennesaw Police Department			LATITUDE	AGENCY INCIDENT / CASE NO 2306-1199
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH June	DAY 21	YEAR 2023	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH		DLN / ID NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 027				
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA		LOCATION OF ARREST NA								
DEFENDANT EMAIL				DEFENDANT CELL #							

VEHICLE(s)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☒ GEORGIA CODE		VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE	
CODE SECTION	CODE DESCRIPTION		
IN VIOLATION OF ☐ COUNTY ORDINANCE ☒ CITY ORDINANCE			
CODE SECTION 6-31	CODE DESCRIPTION (Alcohol) License required for manufacture, sale		

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Code Enforcement.

No alcoholic beverages shall be manufactured or sold at wholesale or retail, in the original package or by the drink, nor shall any bottle house be operated except under a license granted by the mayor and city council. A farm winery is required to obtain a license as provided in this chapter for the manufacture of wine, fortified wine, or hard cider.

(Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2012-11, 9-4-12)

State Law reference— Local permit or license for wholesale or retail sales of alcoholic beverages, O.C.G.A. § 3-3-2(a).

OFFICER NAME **Luther, S.O.**

OFFICER'S SIGNATURE

ID NO **1529**ORGANIZATION / UNIT **Code Enforcement**

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE

Kennesaw Municipal Court
2529 J.O. Stephenson Ave.
Kennesaw, Ga. 30144

PHONE: **770-429-4531**

DEFENDANT SIGNATURE:

COURT DATE: **AUGUST 15, 2023**COURT TIME: **0900**

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

STATE OF GEORGIA UNIFORM CITATION, ACCUSATION & SUMMONS GA 0330600 NCIC NUMBER

CITATION NUMBER

A24037

COURT COPY

Page 1 of 2

COUNTY OF Cobb	AGENCY Kennesaw Police Department				LATITUDE	AGENCY INCIDENT/ CASE NO 2410-0783
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Monday	MONTH October	DAY 14	YEAR 2024	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd (The Event Lounge)					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH			IDENTIFICATION NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 031			
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA			LOCATION OF ARREST NA			DEFENDANT CELL #				
DEFENDANT EMAIL											

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE ☒ CITY ORDINANCE CODE SECTION	CODE DESCRIPTION	
Sec. 6-99. Breaking of packages; consumption on premises; possession of alcoholic beverages on unlicensed premises (Two KSU events)		

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.	
SHORT NARRATIVE DESCRIPTION	
(a) No retail dealer shall knowingly and intentionally allow or permit the breaking or opening of any package or packages containing alcoholic beverages on the premises where sold or allow or permit the drinking of the contents of such package or packages on the premises where sold. This section shall not apply with respect to sales pursuant to a license for consumption on the premises. (b) A restaurant, eatery, cafe, diner or other eating establishment not licensed under this chapter for on-premise consumption shall not knowingly and intentionally allow or permit the breaking or opening of any package or packages containing alcoholic beverages on the unlicensed premises or permit the drinking of the contents of such package or packages on the unlicensed premises. (c) It shall be unlawful for any licensee who is authorized to sell malt beverages, or hard cider, or wine, to sell, store or possess spirituous or alcoholic liquors without an appropriate license therefor. (d) Upon the suspension, revocation, denial of renewal or denial of transfer of any alcoholic beverage license under this chapter, the licensee shall remove from the licensed premises all alcoholic beverages within 48 hours of the effective date of such suspension, revocation or denial. (Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2012-11, 9-4-12) State Law reference— O.C.G.A. § 3-3-26.	
OFFICER NAME Luther. S.O.	OFFICER'S SIGNATURE
ID NO 1529	ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE		DEFENDANT SIGNATURE:
Kennesaw Municipal Court 2529 J.O. Stephenson Ave. Kennesaw, Ga. 30144		
PHONE: 770-429-4531	COURT DATE: DECEMBER 17, 2024	
	COURT TIME: 0900	
To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.		

MA0024038
SWANSON, GARY BRENT
COURT-DATE: 12/17/2024

MA

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER

CITATION NUMBER

A24038

COURT COPY

Page 1 of 2

COUNTY OF Cobb		AGENCY Kennesaw Police Department			LATITUDE	AGENCY INCIDENT/ CASE NO 2410-0783
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Monday	MONTH October	DAY 14	YEAR 2024	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd (The Event Lounge)					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 1972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH			PLN/ID NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 2031			
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA			LOCATION OF ARREST NA			DEFENDANT CELL #				
DEFENDANT EMAIL											

VEHICLE(s)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE CODE SECTION	☒ CITY ORDINANCE CODE DESCRIPTION	
46-500 Declaration of nuisance conditions (Event on 8-17-24)		

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Code Enforcement.

The following conditions may be declared to be nuisances.

(1)Stagnant water on premises;(2)Any dead or decaying matter, weeds, vegetation or any fruit, vegetable, animal or rodent, upon premises which is odorous or capable of causing disease or annoyance to the inhabitants of the city;(3)The generation of smoke or fumes in sufficient amount to cause odor or annoyance to the inhabitants of the city;(4)The pollution of public water or the injection of matter into the sewage system which would be damaging thereto;(5)Maintaining a dangerous or diseased animal or fowl;(6)Obstruction of a public street, highway or sidewalk without a permit;(7)Loud or unusual noises which are detrimental or annoying to the public, including without limitation, unusual or loud disturbances in or around churches or multiple-family complexes such as loud music and other activities in swimming pool and clubhouse areas;(8)All walls, trees and buildings that may endanger persons or property;(9)Any business or building where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent those activities;(10)Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed;(11)Any trees, shrubbery or other plants or parts thereof, which obstruct clear, safe vision on roadways and intersections of the city; and(12)Any other condition constituting a nuisance under state law.
(Ord. No. 2014-18, All., 11-3-14)

OFFICER NAME Luther, S.O.	OFFICER'S SIGNATURE <i>Luther, S.O.</i>
ID NO 1529	ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE		DEFENDANT SIGNATURE:
Kennesaw Municipal Court 2529 J.O. Stephenson Ave. Kennesaw, Ga. 30144		
PHONE: 770-429-4531	COURT DATE: DECEMBER 17, 2024	
	COURT TIME: 0900	
To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.		

Version 12.7 18

MA

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER

CITATION NUMBER

A24039

COURT COPY

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COUNTY OF Cobb	AGENCY Kennesaw Police Department	LATITUDE	AGENCY INCIDENT/ CASE NO 2410-0783
CITY OF (IF APPLICABLE) Kennesaw		LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Monday	MONTH October	DAY 14	YEAR 2024
LOCATION OF OCCURRENCE 1480 Shiloh Rd (The Event Lounge)		LOCATION DESCRIPTION	

PERSON(S)

NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE [REDACTED] 1972	JUV	R	S	HGT	WGT	HAIR	EYES
OTN	PLACE OF BIRTH	OLN/ID NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 03/31					
SCARS/MARKS/TATTOOS		ENDORSEMENTS								
STREET		CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No					
DATE OF ARREST NA		LOCATION OF ARREST NA								
DEFENDANT EMAIL		DEFENDANT CELL #								

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☒ GEORGIA CODE CODE SECTION	CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE ☒ CITY ORDINANCE CODE SECTION	CODE DESCRIPTION	
18-28	Unsafe structures and equipment (Event on 8-17-24)	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Code Enforcement.

(a) An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn the occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. (b) Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure. (c) A structure is unfit for human occupancy when such the structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public. (d) An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.
(Ord. No. 2006-06, § 1(18-18), 2-21-06)

OFFICER NAME Luther, S.O. OFFICER'S SIGNATURE *Luther, S.O.*

ID NO 1529 ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE

Kennesaw Municipal Court
2529 J.O. Stephenson Ave.
Kennesaw, Ga. 30144

PHONE: 770-429-4531

DEFENDANT SIGNATURE: _____

COURT DATE: DECEMBER 17, 2024

COURT TIME: 0900

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

MA0024039
SWANSON, GARY BRENT
COURT-DATE: 12/17/2024

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600
NCIC NUMBER

CITATION NUMBER

A2404

COURT COPY

Page 1 of 2

COUNTY OF Cobb	AGENCY Kennesaw Police Department				LATITUDE	AGENCY INCIDENT/ CASE NO 2410-0783
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Monday	MONTH October	DAY 14	YEAR 2024	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd (The Event Lounge)					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 1972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH			IDENTIFICATION NUMBER	STATE GA	TYPE OF ID DL	ID EXPIRES 2031			
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☒ No				
	DATE OF ARREST NA			LOCATION OF ARREST NA			DEFENDANT CELL #				
DEFENDANT EMAIL											

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
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CHARGE(S)

IN VIOLATION OF ☒ GEORGIA CODE		VIOLETION LEVEL ☒ MUST APPEAR BEFORE JUDGE
CODE SECTION	CODE DESCRIPTION	
IN VIOLATION OF ☐ COUNTY ORDINANCE ☒ CITY ORDINANCE		
CODE SECTION	CODE DESCRIPTION	
46-500	Declaration of nuisance conditions (Event on 9-28-24)	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Code Enforcement.

The following conditions may be declared to be nuisances:

(1) Stagnant water on premises; (2) Any dead or decaying matter, weeds, vegetation or any fruit, vegetable, animal or rodent, upon premises which is odorous or capable of causing disease or annoyance to the inhabitants of the city; (3) The generation of smoke or fumes in sufficient amount to cause odor or annoyance to the inhabitants of the city; (4) The pollution of public water or the injection of matter into the sewage system which would be damaging thereto; (5) Maintaining a dangerous or diseased animal or fowl; (6) Obstruction of a public street, highway or sidewalk without a permit; (7) Loud or unusual noises which are detrimental or annoying to the public, including without limitation, unusual or loud disturbances in or around churches or multiple-family complexes such as loud music and other activities in swimming pool and clubhouse areas; (8) All walls, trees and buildings that may endanger persons or property; (9) Any business or building where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent those activities; (10) Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed; (11) Any trees, shrubbery or other plants or parts thereof, which obstruct clear, safe vision on roadways and intersections of the city; and (12) Any other condition constituting a nuisance under state law.
(Ord. No. 2014-16, Att. 11-3-14)

OFFICER NAME Luther, S.O.

OFFICER'S SIGNATURE

ID NO 1529

ORGANIZATION / UNIT Code Enforcement

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE

Kennesaw Municipal Court
2529 J.O. Stephenson Ave.
Kennesaw, Ga. 30144

PHONE: 770-429-4531

DEFENDANT SIGNATURE:

COURT DATE: DECEMBER 17, 2024

COURT TIME: 0900

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

MA

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0330600 NCIC NUMBER

MA0024050
 SWANSON, GARY BRENT
 COURT-DATE: 12/17/2024

CITATION NUMBER

COURT COPY

Page 1 of 2

COUNTY OF Cobb		AGENCY Kennesaw Police Department			LATITUDE	AGENCY INCIDENT/ CASE NO 2410-0783
CITY OF (IF APPLICABLE) Kennesaw					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Monday	MONTH October	DAY 14	YEAR 2024	TIME OF DAY		
LOCATION OF OCCURRENCE 1480 Shiloh Rd (The Event Lounge)					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) GARY	NAME (MIDDLE) BRENT	NAME (LAST) SWANSON	DATE OF BIRTH & AGE 972	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH		IDENTIFICATION NUMBER	STATE GA	TYPE OF I.D. DL	EXPIRES 2031				
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET			CITY	STATE GA	ZIP CODE	PROBATION / PAROLE ☐ Yes ☐ No				
	DATE OF ARREST NA		LOCATION OF ARREST NA								
DEFENDANT EMAIL				DEFENDANT CELL #							

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN NA	YEAR	MAKE	MODEL / COLOR
-----------	-------	------------	-----------	------	------	---------------

CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION		CODE DESCRIPTION	VIOLATION LEVEL ☒ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☐ COUNTY ORDINANCE CODE SECTION		☒ CITY ORDINANCE CODE DESCRIPTION	
18-28		Unsafe structures and equipment (Event on 9-28-24)	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

This citation is being issued on behalf of Kennesaw Code Enforcement.

(a) An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn the occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. (b) Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure. (c) A structure is unfit for human occupancy when such the structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public. (d) An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.
 (Ord. No. 2006-06, § 1(18-18), 2-21-06)

OFFICER NAME **Luther, S.O.**

OFFICER'S SIGNATURE

ID NO **1529**ORGANIZATION / UNIT **Code Enforcement**

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE / REPORT TO THE

Kennesaw Municipal Court
2529 J.O. Stephenson Ave.
Kennesaw, Ga. 30144

PHONE: **770-429-4531**

DEFENDANT SIGNATURE:

COURT DATE: **DECEMBER 17, 2024**COURT TIME: **0900**

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

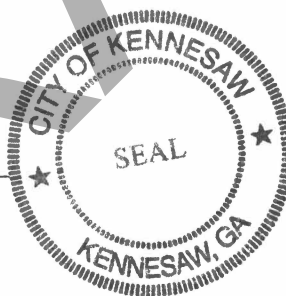
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached City of Kennesaw Notice of Suspension letter to The Event Lounge dated December 20, 2024 is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk

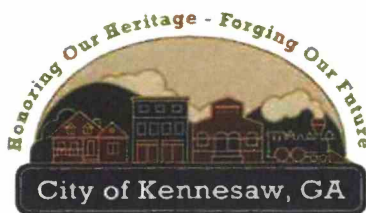


EXHIBIT

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

December 20, 2024

The Event Lounge Kennesaw, LLC
D/B/A The Event Lounge Kennesaw
1480 Shiloh Rd
Kennesaw, GA 30144

RE: Notice to Suspend Occupational Tax Certificate

Dear Business Owner:

The City of Kennesaw Business License Department is issuing a notice of suspension of the Occupational Tax Certificate for The Event Lounge Kennesaw located at 1480 Shiloh Road Kennesaw, GA 30144 in accordance with Section 22-29(b) of the Kennesaw Code of Ordinances.

After thorough review, it has been determined that the business has committed the following offenses:

First Offense – November 18, 2022

Operating without a required permit, in violation of Section 18-66;

Second Offense – June 23, 2023

Operating without a Certificate of Occupancy, in violation of Section 18-74;

Operating without a business license, in violation of Section 22-2(b);

Engaging in the breaking of packages, consumption on premises, and possession of alcoholic beverages on unlicensed premises, in violation of Section 6-99;

Third Offense – October 14, 2024

Maintaining unsafe structures and equipment, in violation of Section 18-28;

Creating nuisance conditions, in violation of Section 46-500;

Conducting a closed function without compliance in violation of Section 6-71;

Engaging in the breaking of packages, consumption on premises, and possession of alcoholic beverages on unlicensed premises, in violation of Section 6-99;

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



As a result of the cited offenses and additional actions of the business, several provisions of Section 22-29(b) of the Kennesaw Code of Ordinances have been violated. These include:

Section 22-29(b)(1), in part:

Provision of false or misleading information during the original or renewal application process;

Section 22-29(b)(2), in part:

Knowingly allowing possession, use, or sale of controlled substances on the premises or to minors;

Section 22-29(b)(3), in part:

Permitting a violation of city ordinances or Georgia State law (a misdemeanor or felony) on the premises, materially related to the operation of the business;

Section 22-29(b)(5), in part:

Failure to pay required fees, occupation taxes, fines, or other amounts due to the city;

Section 22-29(b)(7)

Allowing violations of O.C.G.A. § 16-12-171, as amended.

While the City reserves the right to treat each individual citation as a separate offense under Section 22-29(d), the citations issued on the same date have been treated as a single offense in this instance. Based on this review, the City had determined that a suspension of the Occupational Tax Certificate is warranted.

The first offense warrants a suspension of 30 days; the second offense warrants a suspension of 60 days; the third offense warrants a suspension of 90 days. The suspension periods will run consecutively, resulting in a total suspension of **180 days**. The suspension will take effect on **January 1, 2025** and will remain in effect through **June 30, 2025**. Any attempt to conduct business during this period will be considered a violation of city regulations and may result in further penalties, up to and including permanent revocation of the certificate.

In accordance with Section 22-21(d) of the Kennesaw Code of Ordinances, you have the right to appeal this decision. You may file a notice of appeal with the City Clerk within 15 days of the decision date.

Sincerely,



LaMaya Edmonds
Business License Manager

Cc: City Manager
Finance Director
City Attorney
Chief of Police

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



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

CITY OF KENNESAW
GEORGIA, COBB COUNTY

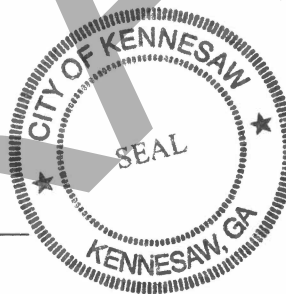
I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached Appeal Letter from Gary Swanson, owner of The Event Lounge dated January 8, 2025, is a true and correct copy of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner

Christie Burgner, Deputy City Clerk



RECEIVED

JAN 08 2025

January 8, 2025

CITY OF KENNESAW

The Event Lounge Kennesaw, LLC
 1480 Shiloh Rd NW
 Kennesaw, GA 30144

RE: Appeal Request of Notice to Suspend Occupational Tax Certificate for The Event Lounge Kennesaw

Attn: Lea Alvarez, Kennesaw City Clerk

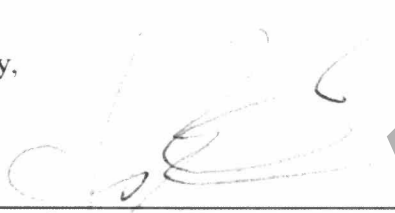
I, Gary Swanson, owner of The Event Lounge Kennesaw, am humbly requesting an appeal hearing for the decision to suspend the Occupational Tax Certificate for The Event Lounge Kennesaw located at 1480 Shiloh Rd NW Suite 300 Kennesaw, GA 30144 under the following considerations:

1. I accept full responsibility for the infractions noted in the suspension, although there are some extenuating circumstances I would like to explain.
2. I am a retired military disabled Veteran who has attempted to grow a successful business in the city of Kennesaw. Although I have made several errors due to lack of knowledge and some miscommunications, I have done my best to learn from each mistake and make professional adjustments when necessary.
3. For context, the first two offenses in question happened between 1.5 to 2 years ago and have since been corrected; they are now fully in compliance, and we have obtained the proper permits, certificates, and licenses to operate our business. This is important to note as it signifies that I've taken accountability for the offenses, learned and now have plans in place to ensure full compliance. Additionally, I attended court for each offense and the fines were reduced due to being in compliance.
4. The citations from the third offense were a result of two entertainment events rented and paid for by students at Kennesaw State University. Part of the problem was the volume and behavior of these college students and that simply got out of hand. Going forward, we will have stricter oversight on these events and ensure proper behavior, decorum and compliance with local ordinances and the law.
5. Of note, the citation, conducting a closed function without compliance in violation of Section 6-7, does not apply as we were not issue said citation.
6. Finally, the citation for the presence of alcohol, - I understand this is a grave matter and the city of Kennesaw takes alcohol-related events very seriously. Alcohol was not being

- sold at our establishment, there was no illegal consumption to minors, and it was not open to the public; so, we were mindful of these risks. However, we understand that the presence of alcohol itself is not authorized and have since been educated of the code by law enforcement. There have been no incidents since October 2024. In addition, we do intend on applying for an alcohol license in February 2025, therefore ensuring 100% legal compliance with laws and alcohol-related ordinances.

Again, I realize that as a Kennesaw business owner, I am responsible for the actions and behaviors of the personnel in my establishment. I am maturely taking responsibility for the errors and continue to appreciate the City's support of my entrepreneurial goals. As a retired Air Force leader, integrity and values are top of mind for me and I now have a disciplined and comprehensive plan to ensure The Event Lounge Kennesaw LLC runs compliantly and responsibly – becoming a strong and highly reputable pillar of the community. I am respectfully requesting that the suspension be reconsidered, and our license be reinstated. We are committed to staying in compliance of all Kennesaw Code of Ordinances and want to build an excellent business relationship with the city of Kennesaw and have a successful business.

Sincerely,



Gary Brent Swanson
Owner
The Event Lounge Kennesaw

770-731-7196 w

[Redacted address]

8 JAN 25

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CLERK'S CERTIFICATION

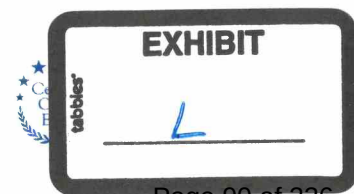
CITY OF KENNESAW
GEORGIA, COBB COUNTY

I, Christie Burgner, hereby certify that I am the Deputy City Clerk for the City of Kennesaw and the lawful custodian of the books and records of said municipality, and as such do hereby certify the attached City of Kennesaw Appeal Hearing Notification Package, including a signed hearing notification letter, charges and specifications, signed subpoena, and signed acknowledgement of receipt are true and correct copies of records on file at City Hall.

WITNESS, my hand and Seal of the City of Kennesaw, Georgia, on this 3rd day of February 2025.

ATTEST:

Christie Burgner, Deputy City Clerk



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

SUBPOENA

City of Kennesaw

Date: January 24, 2025

Vs.

Kennesaw Citation Number:

The Event Lounge Kennesaw

A0023273, A0023275, A0023276,
A0023274, A0024037, A0024038,
A0024039, A0024049, A0024050

State of Georgia, Cobb County
City of Kennesaw

TO: Gary Brent Swanson
1480 Shiloh Road
Kennesaw, GA 30144

YOU ARE HEREBY COMMANDED

To appear as a witness in the above-named case on the **3rd day of February 2025 at 6:30 PM** in an appeal hearing before the Mayor and City Council of the City of Kennesaw to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 at the time aforesaid.

Lea Alvarez, City Clerk

Signature acknowledges service of this summons and receipt of copy of same.

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



MAYOR

Derek Easterling

City Manager

Jeff Drobney, IMCA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

This is to acknowledge receipt of a hand-delivered letter from the City Clerk regarding an Appeal Hearing scheduled for Monday, February 3, 2025, at 6:30 PM before the Mayor and City Council

X

Date: 28 JAN 25

Gary Brent Swanson
The Event Lounge Kennesaw
1480 Shiloh Road
Kennesaw, GA 30144



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

January 24, 2025

Gary Brent Swanson
 The Event Lounge Kennesaw, LLC
 d/b/a The Event Lounge Kennesaw
 1480 Shiloh Road
 Kennesaw, GA 30144

RE: Occupational Tax Certificate
 Notice of Suspension Appeal Hearing

Dear Mr. Swanson:

On December 20, 2024, the City of Kennesaw Business License Division issued a notice of suspension of the Occupational Tax Certificate for The Event Lounge Kennesaw located at 1480 Shiloh Road Kennesaw, GA 30144 in accordance with Section 22-29 (b) of the Kennesaw Code of Ordinances.

In accordance with Section 22-21(d) of the Kennesaw Code of Ordinances, you have a right to appeal this decision to the Mayor and City Council. You exercised that right by submitting a written letter and filing with the City Clerk a notice of appeal for scheduling on the City Council agenda on January 8, 2025.

Pursuant to Section 22-21(d) of the Kennesaw Code of Ordinances, you are hereby notified of an appeal hearing before the Mayor and City Council on **Monday, February 3, 2025, at 6:30 PM** to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144.

The City Council may reverse or affirm, wholly or partly, or may modify the opinion, requirement, decision, or determination appealed from, and to that end shall have all the powers of the Business License Manager.

You have the right to present evidence and testimony from yourself and/or other witnesses at this appeal hearing. You also have the right to be represented by counsel at this appeal hearing.

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



The Kennesaw Code of Ordinances is available for your review on our website at www.kennesaw-ga.gov.

Respectfully submitted,


Lea Alvarez
City Clerk

Cc: Finance Director
City Attorney
Business License Manager
City Manager

DRAFT

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Pat Ferris

Madelyn Orochena

Tracey Viars

Antonio Jones

Anthony Gutierrez

CHARGES AND SPECIFICATIONS

AN APPEAL HEARING WILL OCCUR BEFORE THE MAYOR AND CITY COUNCIL ON MONDAY, FEBRUARY 3, 2025, AT 6:30 PM RELATIVE TO THE EVENT LOUNGE AND LICENSEE GARY BRENT SWANSON LOCATED AT 1480 SHILOH ROAD, KENNESAW, GEORGIA 30144.

Pursuant to the City of Kennesaw Ordinances Section 22-21 (d) a formal appeal hearing will be held by the Kennesaw City Council to determine action regarding the Occupational Tax Certificate for The Event Lounge Kennesaw.

The alleged circumstances necessitating the hearing are as follows:

1. The incident, which forms the basis of the hearing, was the following violations:

Operating without a required permit, in violation of Section 18-66;

Operating without a Certificate of Occupancy, in violation of Section 18-74;

Operating without a business license, in violation of Section 22-2 (b);

Operating without an alcohol license, in violation of Section 6-31;

Engaging in the breaking of packages, consumption on premises, and possession of alcoholic beverages on unlicensed premises, in violation of Section 6-99;

Maintaining unsafe structures and equipment, in violation of Section 18-28;

Creating nuisance conditions, in violation of Section 46-500;

Conducting a closed function without compliance, in violation of Section 6-71; and

2. The witnesses that may be called at said hearing are the following: Owner, Gary Brent Swanson; Kennesaw Police Department Officer Scott Luther; Director of Building Services, Scott Banks, and Business License Manager, LaMaya Edmonds.
3. Documentary or physical evidence that may be tendered at said hearing are as follows: Certified copies of the Notice of Suspension letter from the Kennesaw Business License Division dated December 20, 2024; Certified copies of the Appeal Letter from Gary Brent Swanson dated January 8, 2025; Certified copies of the citations issued to Gary Brent Swanson in relation to The Event Lounge Kennesaw; Certified copies of the dispositions of citations on December 17, 2024; Certified copies of relevant city ordinances; Certified copies of the notice letter; Certified copies of the signed receipt of the notice letter; Certified copies of the signed subpoena; and certified copies of these charges and specifications.

DRAFT

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?

Exhibit M



DRAFT

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Regular Meeting
& Public Hearing to Opt-Out of Homestead Tax Exemption
2/3/2025
Public Comment Sign-in**

	Name	Address	Topic
1	Andrew J. Brantlett	2990 Cornfield Ct	Local history
2	John Greene	2849 Dallas St NW	Watts + Main property
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KENNESAW HISTORY

John Wesley Dobbs

John Wesley Dobbs was born in 1882 and grew up on a farm near Kennesaw. His parents were formerly enslaved, and had lived near Kennesaw and Woodstock for most of their lives. Dobbs attended Morehouse College in the 1890s. He would spend the rest of his life in Atlanta. His family would be called the “Kennesaw Dobbses” by neighbors, and he would on occasion return to Kennesaw to visit family still living in the area.

Dobbs worked as a postal clerk onboard trains, and became known in Atlanta as a member of the Prince Hall Masons. In 1932, he was elected Grand Master. Dobbs became well-known as a the unofficial mayor of Atlanta’s Auburn Avenue and worked as the famed street’s largest booster. He was widely recognized as one of the most important men in Black Atlanta.

From the 1930s until his death, he led several voter registration efforts across Atlanta. During the early years of the Civil Rights movement, he became known for his support of MLK. He died on August 30, 1961, the same day Atlanta public schools began to desegregate. His grandson, Maynard Jackson, would be elected Mayor of Atlanta less than fifteen years later.



John Wesley Dobbs
Image from the Robert W. Woodruff Library

Presented by Andrew J. Bramlett at the February 3, 2025,
City of Kennesaw Mayor & Council Meeting

2025 KENNESAW/ACWORTH 9-1-1 ADVISORY BOARD

Members ratified by the City Council
Meet as needed in City Hall Training Room

MEMBERS	CONTACT INFORMATION
Jeff Drobney Kennesaw City Manager	jdrobney@kennesaw-ga.gov 770-424-8274 (w)
James Albright Acworth City Manager	jalbright@acworth-ga.gov 678 801-4024 (w)
Bill Westenberger Kennesaw Chief of Police	wwestenberger@kennesaw-ga.gov 770-422-2505 (w) 678-414-9651 (c)
Mark Cheatham Acworth Chief of Police	mcheatham@acworth-ga.gov 770-974-3111 (w)
Tracey Viars Kennesaw Councilmember	tviars@kennesaw-ga.gov
Steve Prather Acworth Alderman	sprather@acworth-ga.gov 770-974-3112 (w)
Brett North Acworth Alderman	bnorth@acworth.org 770-974-3112 (w)
Nikki McGraw Kennesaw Acworth 911 Director	nmcgraw@kennesaw-ga.gov 678-614-9891 (c)
Bill Johnson Cobb County Fire Chief	william.johnson@cobbcounty.org 770-528-8000 (w)
Melissa Alterio Cobb 911 Director	melissa.alterio@cobbcounty.org 770-499-4105 (w)
Tonya Poole Cobb 911 Deputy Director	tonya.poole@cobbcounty.org 770-499-4158 (w)
Kevin Gardner Cobb 911 Deputy Director	kevin.gardner@cobbcounty.org 770-590-5593 (w)
John Wright Metro Ambulance Communication Manager	john.wright@MAAS911.com

Kennesaw City Hall Training Room

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

Zach Buffington, PLS, EIT



January 22, 2025

The Honorable Derek Easterling
Mayor, City of Kennesaw
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Dear Mayor Easterling,

Please accept this letter as formal notice of resignation from my appointment as a Commissioner on the Kennesaw Historic Preservation Commission (HPC), effective immediately.

It has been an honor to serve on the HPC over the last year and work alongside such dedicated individuals to promote historic preservation. However, because my firm, Patterson & Dewar Engineers, has been selected as the on-call engineer for the City of Kennesaw, I believe it's in the best interest of the HPC and myself to step down at this time.

Thank you for the opportunity to serve. I look forward to continuing to support the City in other capacities and wish the HPC continued success in its important mission.

Sincerely,

A handwritten signature in blue ink that reads "Zach V. Buffington".

Zach Buffington, PLS, EIT



Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: February 17, 2025

TITLE: **Resolution: Amended and Restated Galleria Convention Funding Agreement**
Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Funding Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

Summary:

In 1991 the Cobb-Marietta Coliseum and Exhibit Hall Authority (Authority), Cobb County, and the cities within Cobb County entered into long-term agreements whereby the governments agreed to remit all or a portion of the hotel/motel and liquor by the drink tax collections to the Authority to fund the convention center (service bond debt). These agreements expire when the related bond debt is fully paid.

In 2023 Cobb County, Smyrna, Kennesaw, Acworth, Austell, and Powder Springs agreed to terms to extend the agreements. However, subsequent events have necessitated non-substantive revisions to the agreements which require approval from each entity. Cobb County, Smyrna, Powder Springs, and Austell have signed revised agreements.

Cobb-Marietta Coliseum and Exhibit Hall Authority GM/CEO, Charlie Beirne and COO, Robb Tuner will present the revised agreements prior to consideration.

Recommendation:

The City Manager recommends approval of the Resolution and execution of the amended and restated Galleria Convention Funding Agreement.

Fiscal Impact:

Attachments:

1. RESOLUTION - Galleria Amended Funding Agreement
2. Amended and Restated Galleria Funding Agreement - City of Kennesaw(685208747.6)
3. Redline - Galleria Funding Agreement 685208747-v5 and 685208747-v6

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____, 2025

**RESOLUTION TO APPROVE THE AMENDED AND RESTATED GALLERIA
CONVENTION FUNDING AGREEMENT WITH COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY.**

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

WHEREAS, in 1991 the City of Kennesaw, the Cobb-Marietta Coliseum and Exhibit Hall Authority (Authority), Cobb County, and other cities within Cobb County entered into long term agreements whereby the governments agreed to remit all or a portion of the hotel/motel and liquor by the drink tax collections to the Authority to fund the convention center; and

WHEREAS, in 2023 Cobb County, Smyrna, Kennesaw, Acworth, Austell, and Powder Springs agreed to terms to extend the agreements; and

WHEREAS, subsequent events have necessitated non-substantive revisions to the agreement which require approval from all parties.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the amended and restated funding agreement as presented.

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

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

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXECUTION COPY

AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Convention Funding Agreement dated as of December 1, 1991
and amended as of October 1, 1996]

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AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT (this “**Agreement**”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “**State**”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Funding Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 et seq., as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “. . . developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use, and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “**State Constitution**”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Funding Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection with the Galleria Project (defined below);

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement (as defined herein) with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”) pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to its terms, the Prior Funding Agreement will expire on October 2, 2028, or if on such date all bonds secured thereby have not been paid in full, then on the date all bonds secured thereby have been paid in full, but in no event in excess of fifty years after December 1, 1991;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Funding Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to this Agreement;

WHEREAS, the Senior Lien Indenture requires the consent of the Senior Lien Trustee to an amendment of the Prior Funding Agreement and allows the Senior Lien Trustee to consent to any amendment, change or modification, among other purposes, as may be required in connection with additional bonds in accordance with the terms thereof or in connection with any other change therein that does not prejudice the interests of the Senior Lien Trustee or the Bondholders (as defined herein);

WHEREAS, the Senior Lien Trustee has consented to this Agreement; and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Funding Agreement in its entirety and have agreed to contemporaneously enter into the Operating Agreement (as defined herein) in order to amend and restate the Prior Operating Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Operating Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Operating Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Bond Financing Documents” means, collectively, this Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Business Day” means any day, other than a Saturday or Sunday, on which banking institutions are open on a full-service business basis in the city in which the designated corporate trust office of the Senior Lien Trustee is located and on which the payment system of the United States Federal Reserve is operational.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating

Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) hereof with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) hereof with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) this Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) the Operating Agreement, and (c) the operating agreements by and between the Authority and each the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“Debt Service Reserve Account” means the Debt Service Reserve Account within the Sinking Fund established under the Senior Lien Indenture and held and administered by the Senior Lien Trustee in accordance with the Senior Lien Indenture or any comparable debt service reserve fund under any successor to the Senior Lien Indenture pursuant to which Additional Senior Lien Bonds are issued after September 1, 2023.

“Effective Date” means October 1, 2024.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or **“Financed Projects”** means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien Bonds, provided, however, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date any such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement or (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of the Operating Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023, and any future Financed Project undertaken in accordance with this Agreement and the Operating Agreement.

“Project Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Project Fund created under and governed by the Senior Lien Indenture.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of the Operating Agreement, together with any other reserve funds established by the Authority during the Term of the Operating Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Fund created under and governed by the Senior Lien Indenture.

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and

the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of the Operating Agreement.

“Term” means the term of this Agreement set forth in Section 4.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject; and

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order,

administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this Agreement or its ability to comply with any of its obligations under this Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in this Agreement and the Operating Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Compliance with the Senior Lien Indenture and Other Authority Bond Documents. The Authority hereby represents that the proceeds from the sale of each issue of Bonds deposited into the Project Fund under the Senior Lien Indenture prior to the Effective Date were disbursed for the purposes and in accordance with the terms and conditions set forth therein and that the Authority has and will continue to comply with the terms of all of the Authority Bond Documents. In the event the Authority issues “new money” Additional Senior Lien Bonds after the Effective Date, the Authority shall deposit the applicable net proceeds derived from the sale of each such issue of Additional Senior Lien Bonds into a separate account of the Project Fund created under the Senior Lien Indenture and shall disburse such Senior Lien Bond proceeds in accordance with the terms and conditions set forth therein, and the Authority shall comply with the terms of all Authority Bond Documents entered into in connection with each such issue of Additional Senior Lien Bonds.

Section 3.2 Construction and Operation of the Galleria Project and any other Financed Project. The Authority hereby agrees during the Term hereof to design, construct, operate and maintain the Galleria Project and any other Financed Project for the purpose of developing and promoting for the public good, cultural growth, public welfare, education and recreation of the citizens of the County, including the erection and construction of the Galleria Project and any other Financed Project and the purchase of lands, easements, rights and lands, and franchises for the construction of the Galleria Project and any other Financed Project, all for the benefit of the citizens of the County. The Authority hereby agrees to acquire, construct, operate and maintain the Galleria Project and any other Financed Project, and to operate and manage any other Financed Project after the Effective Date directly for its own use, for the benefit of the citizens of the County and in accordance with the provisions of this Agreement and the Operating Agreement.

Section 3.3 Additional Senior Lien Bonds Proposed after the Effective Date. The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.4 Validation of Senior Lien Bonds The City hereby agrees to be a party defendant in connection with any validation proceeding conducted in connection with the issuance of such Additional Senior Lien Bonds proposed to be issued by the Authority after the Effective Date and agrees that it will

execute, acknowledge and deliver any certificates, instruments, sworn answers and acknowledgments as may be reasonably required in connection with any such validation hearing.

ARTICLE IV

EFFECTIVE DATE; TERM; IMPOSITION OF TAX; TAX PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

Section 4.1 Effective Date and Term of Agreement. This Agreement shall be effective as of the Effective Date hereof. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following: (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Operating Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Funding Agreement exceed fifty (50) years; and provided further, however, notwithstanding the foregoing, so long as any Senior Lien Bonds remain outstanding, the City shall not cease to levy its Hotel/Motel Tax in any matter that will impair the interest and rights of the holders of any Senior Lien Bonds.

Section 4.2 Imposition of Hotel/Motel Tax. Pursuant to the provisions of § 48-13-51(a)(5.1) of the Official Code of Georgia Annotated, as amended, the City has duly authorized the levy and collection of its Hotel/Motel Tax at the current rate of eight percent (8%) for the Term of this Agreement.

Section 4.3 No Impairment of Tax. So long as any Existing Senior Lien Bonds or any Additional Senior Lien Bonds issued in accordance with this Agreement remain outstanding, the City shall not cease to levy and collect, or reduce the rate of, its Hotel/Motel Tax in any manner that will impair the interest and rights of the owners of any Senior Lien Bonds then outstanding. Without limiting the generality of the foregoing, the City shall not impose, levy or collect any taxes within its corporate limits which would cause the thirteen percent (13%) limit contained in the Hotel/Motel Tax Law in O.C.G.A. § 48-13-51(a)(5.1)(C) to cause a reduction in the rate of its Hotel/Motel Tax. Additionally, in the event corporate limits of the City are hereafter expanded, the Hotel/Motel Tax attributable to such additional area included within the City shall be payable to the Authority on the same terms and conditions provided in Section 4.4 hereof, except that the amount payable due to the collection of its Hotel/Motel Tax within the additional areas included in the City shall equal 100 percent of such collections. The agreements by the City contained in this Section 4.3 shall be for the benefit of the Authority and for the benefit of the owners of the Existing Senior Lien Bonds and the owners of the Additional Senior Lien Bonds and shall constitute a contract with the owners of such Senior Lien Bonds.

Section 4.4 Cities Hotel/Motel Tax Payments.

(a) Cities Hotel/Motel Tax Payments with Respect to Outstanding Existing Senior Lien Bonds and Additional Senior Lien Bonds Prior to the Transition Date. Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, commencing on the Effective Date and ending on the Transition Date, this Section 4.4(a) shall apply to the outstanding Existing Senior Lien Bonds and any Additional Senior Lien Bonds issued after the Effective Date, and this Section 4.4(a) shall be of no force and effect after the Transition Date.

(i) The City hereby covenants and agrees to pay to or for the account of the Authority by the 20th day of each calendar month until the principal of and interest on the Existing Senior Lien Bonds shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(a).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(a) shall be made by the City directly to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Existing Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund created under the Senior Lien Indenture, shall be applied to the extent and in the manner provided thereunder, including, but not limited to, the payment of principal and interest on any Senior Lien Bonds and at least fifty percent (50%) of the total Hotel-Motel Tax collected at the rate of eight percent (8%) shall be expended for the purposes specified in O.C.G.A. § 48-13-51(a)(5.1(B) including, but not limited to, the payment of principal and interest on any Senior Lien Bonds.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section 4.4(a) shall be pledged to the payment of principal and interest on the Senior Lien Bonds pursuant to the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any lawfully available funds as determined by such party in its sole discretion to be necessary or desirable in connection with the Project.

(b) Cities Hotel/Motel Tax Payments with Respect to Additional Senior Lien Bonds on and after the Transition Date. Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, this Section 4.4(b) shall apply on and after the Transition Date to all Additional Senior Lien Bonds issued after the Effective Date.

(i) The City hereby covenants to pay to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture by the 20th day of each calendar month until the principal of and interest on the Additional Senior Lien Bonds issued after the Effective Date hereof shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(b).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(b) shall be made by the City to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Additional Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund under the Senior Lien Indenture and promptly each month (1) on a first priority basis the applicable monthly installment amount of principal and interest shall be applied or held by the Senior Lien Trustee for application when due to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and the applicable monthly installment amount to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement

under the Senior Lien Indenture and (2) any Cities Hotel/Motel Tax Payments in excess of amounts needed for the aforesaid purposes of clause (1) shall be returned to the Authority promptly each month to be applied by the Authority strictly as provided in the Operating Agreement.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section shall be pledged to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any legally and contractually available funds as determined by such party to be necessary or desirable in connection with the applicable Additional Senior Lien Bonds or the applicable Project.

Section 4.5 Obligations of City Hereunder Absolute and Unconditional. The obligations of the City to make the payments required in Section 4.4 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as the principal of and interest on the Senior Lien Bonds outstanding under the Senior Lien Indenture shall have been paid in full or provision for the payment thereof shall have been made in accordance with the applicable Indenture, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Cities Hotel/Motel Tax Payments provided for herein, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii) will not terminate the Term of this Agreement or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority's title in and to a Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to a Project, the taking by eminent domain of title to or the use of all or any part of a Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that any of the Senior Lien Bonds are unenforceable or invalid, the invalidity of any provision of this Agreement, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Senior Lien Indenture.

Nothing contained in this Section 4.5, however, shall be construed to release the Authority from the performance of any of the agreements on its part contained in this Agreement or in the Senior Lien Indenture; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Agreement and to make the Cities Hotel/Motel Tax Payments specified herein; *provided, however*, any liability of the Authority commencing on the Effective Date hereof shall be payable solely from rents, revenues and receipts arising from the Authority's interest in the Projects. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the full extent required so long as the Authority's interests in a Project would not be adversely affected.

Section 4.6 Pledge of Hotel/Motel Tax.

(a) With respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof, the City has pledged and hereby reaffirms its pledge of its Cities Hotel/Motel Tax Payments required by

Section 4.4(a) hereof to the payment of principal of and interest on the Existing Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the Existing Senior Lien Bonds. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

(b) With respect to Additional Senior Lien Bonds issued after the Effective Date hereof in accordance with this Agreement, the City hereby pledges its Cities Hotel/Motel Tax Payments required to be paid pursuant to Section 4.4(a) prior to the Transition Date and Section 4.4(b) hereof on and after the Transition Date to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the applicable Additional Senior Lien Bonds issued after the Effective Date hereof. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

Section 4.7 Enforcement of Obligations. The obligation of the City to make its Cities Hotel/Motel Tax Payments under this Article may be enforced by (i) the Authority, (ii) the Senior Lien Trustee or owners of any Senior Lien Bonds, in accordance with the applicable provisions of the Senior Lien Indenture and independently of the Authority or, (iii) such receiver or receivers as may be appointed pursuant to the Senior Lien Indenture or applicable law. The covenants and agreements hereunder including specifically the City's obligation to make its Cities Hotel/Motel Tax Payments shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

Section 4.8 Assignment of this Agreement. The City hereby consents to the assignment of the Authority's right, title, and interest in and to this Agreement to the Senior Lien Trustee pursuant to the Senior Lien Indenture to secure the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof and hereby agrees that any notice to the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be given in addition to the Senior Lien Trustee at the address then applicable for the Senior Lien Trustee under the Senior Lien Indenture and that any consent of the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall not be deemed to have been given unless such consent is obtained in writing from the Senior Lien Trustee and the Authority. The Senior Lien Trustee shall have all rights and remedies herein accorded to the Authority with respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof, and any reference herein to the Authority with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be deemed, with the necessary changes in detail, to include the Senior Lien Trustee. The Senior Lien Trustee and the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof are deemed to be and are third party beneficiaries of the representations, covenants and agreements of the City contained in this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds.

Section 4.9 No Set-Off. No breach, default or failure by the Authority to comply with the provisions of this Agreement shall permit an abatement or reduction in or set-off against the Cities Hotel/Motel Tax Payments due from the City. Nothing in this Agreement shall otherwise impair, diminish

or affect any other right or remedy available to the City (i) as a result of the Authority's breach, default or failure under this Agreement, or (ii) to enforce the obligations of the Authority under this Agreement. No dispute or litigation between the Authority and the City with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE V

SPECIAL COVENANTS OF CITY AND AUTHORITY

The City and the Authority each hereby covenants and agrees with each other and for the benefit of the owners of the Senior Lien Bonds as follows:

Section 5.1 Collection of Taxes. The City hereby covenants and agrees that during the Term of this Agreement it shall levy and collect the Hotel/Motel Tax within its corporate limits at the rate authorized by the Hotel/Motel Tax Law at the time of such levy, provided such rate during the Term of this Agreement shall be at least eight percent (8%), and from the proceeds derived therefrom make its Cities Hotel/Motel Tax Payments required pursuant to the applicable subsection of Section 4.4 hereof throughout the Term of this Agreement. This covenant shall be for the benefit of the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date in accordance with this Agreement and shall constitute a contract with the owners of such Existing Senior Lien Bonds and Additional Senior Lien Bonds and may be enforced by the Senior Lien Trustee with respect thereto.

Section 5.2 Records Regarding Cities Hotel/Motel Tax Payments.

The City shall provide to the Authority and the Senior Lien Trustee monthly a written statement on or before the date when the Cities Hotel/Motel Tax Payments are due hereunder of the amount of each Cities Hotel/Motel Tax Payments. Upon the prior written request of the Authority, the City shall make available for inspection during normal business hours the books and records of the City pertaining to the levy and collection of its Hotel/Motel Tax and related Cities Hotel/Motel Tax Payments by the City.

Section 5.3 Further Assurances and Corrective Instrument. The City and the Authority, as applicable, each respectively, hereby covenants and agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, certificates and acknowledgments as may be reasonably requested under this Agreement, including, without limitation, to perfect the pledge of revenues payable hereunder securing payment of the principal of and interest on the Senior Lien Bonds and to replenish any deficiency in the Senior Lien Debt Service Reserve Account below the Senior Lien Debt Service Reserve Fund Requirement under the Senior Lien Indenture or for carrying out the intention of or facilitating the performance of this Agreement.

Section 5.4 Confirming Documents. In connection with the issuance of any Additional Senior Lien Bonds after the Effective Date, the City and the Authority, each respectively, hereby covenants and agrees, upon reasonable prior written request, to authorize, execute and deliver any reasonably requested certificates, letters or other documents in form and substance reasonably acceptable to the executing party confirming the agreed upon obligations and covenants of the applicable party under this Agreement in the event:

- (i) such certificates, letters or other documents are reasonably required by, as applicable, any rating agency, bond purchaser or other appropriate party or a legal requirement as a condition of issuance of the Additional Senior Lien Bonds and are in form and substance acceptable to the City or the Authority, as applicable; and

(ii) the Authority shall pay the costs and expenses incurred by the City in connection with the authorization, execution and delivery of such certificates, letters or other documents, including, but not limited to, the reasonable fees and expenses of attorneys representing the City.

Section 5.5 Reports to Department of Community Affairs.

The City shall annually file with the Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Termination of this Agreement.

The Term of this Agreement shall expire and terminate in accordance with Section 4.1 hereof.

Section 6.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 6.3 Financial Liability.

(a) The financial liability of the Authority for failure to perform any of its obligations under this Agreement after the Effective Date hereof shall be limited to the Authority's interests in the Projects and in the operating revenues of the Projects.

(b) The financial liability of the City for failure to perform any of its obligations under this Agreement shall be limited to the interest of the City in the Cities Hotel/Motel Tax payable by the City under Section 4.4(a) or 4.4(b) of this Agreement.

Section 6.4 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to in writing between the City and the Authority.

Section 6.5 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement, except as provided in Section 4.3, Section 4.7 and Section 5.1 of this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds and as may be otherwise expressly provided in this Agreement. No obligation imposed on any party under this Agreement is imposed for the benefit or with the intent to permit enforcement by another, not a party to this Agreement, except as may be otherwise expressly provided in this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds.

Section 6.6 Entire Agreement; Amendments.

(a) This Agreement contains the entire agreement of the City and the Authority relating to the specific matters covered by this Agreement. No representation, promise or understanding has been made, and no collateral agreement, stipulation or undertaking exists, which will have any force and effect with respect to the specific matters covered by this Agreement except as set forth in this Agreement.

(b) No amendment, modification, supplement, release, discharge or waiver of the provisions of this Agreement shall be of any force, value or effect unless it is in writing and is duly executed on behalf of the Authority and the City and, if required by the Senior Lien Indenture, is accomplished in accordance with the Senior Lien Indenture with the prior written consent of the Senior Lien Trustee.

Section 6.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 6.8 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.9 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority
Two Galleria Parkway
Atlanta, Georgia 30339
Attention: General Manager/CEO

City: City of Kennesaw, Georgia
2529 J.O. Stephenson Ave.
Kennesaw, Georgia 30144
Attention: City Administrator

A copy of any notices, certificates or other communications given hereunder also shall be provided to the Senior Lien Trustee at the following address:

U.S. Bank Trust Company, National Association,
as Senior Lien Trustee
Global Corporate Trust
2 Concourse Parkway, Suite 800
Atlanta, Georgia 30328-5588
Attention: Mark C. Hallam, Assistant Vice President

Section 6.10 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 6.11 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.12 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which, shall be an original and all of which shall constitute but one and the same instrument.

Section 6.13 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 6.14 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 6.15 Prior Funding Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Funding Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Convention Funding Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY**

By: _____
Chairman

Date: _____

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

**The undersigned Senior Lien Trustee hereby
consents to this Amended and Restated
Galleria Convention Funding Agreement**

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, successor to U.S. Bank
National Association and successor to First
Union National Bank of Georgia, as Senior
Lien Trustee**

By: _____
Mark C. Hallam. Assistant Vice President

EXECUTION COPY

AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Convention Funding Agreement dated as of December 1, 1991
and amended as of October 1, 1996]

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AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT (this “**Agreement**”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “**State**”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Funding Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 et seq., as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “. . . developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use, and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “**State Constitution**”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other

public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Funding Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection with the Galleria Project (defined below);

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement (as defined herein) with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”) pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to its terms, the Prior Funding Agreement will expire on October 2, 2028, or if on such date all bonds secured thereby have not been paid in full, then on the date all bonds secured thereby have been paid in full, but in no event in excess of fifty years after December 1, 1991;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Funding Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to this Agreement;

WHEREAS, the Senior Lien Indenture requires the consent of the Senior Lien Trustee to an amendment of the Prior Funding Agreement and allows the Senior Lien Trustee to consent to any amendment, change or modification, among other purposes, as may be required in connection with additional bonds in accordance with the terms thereof or in connection with any other change therein that does not prejudice the interests of the Senior Lien Trustee or the Bondholders (as defined herein);

WHEREAS, the Senior Lien Trustee has consented to this Agreement; and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Funding Agreement in its entirety and have agreed to contemporaneously

enter into the Operating Agreement (as defined herein) in order to amend and restate the Prior Operating Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Operating Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Operating Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Bond Financing Documents” means, collectively, this Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Business Day” means any day, other than a Saturday or Sunday, on which banking institutions are open on a full-service business basis in the city in which the designated corporate trust office of the

Senior Lien Trustee is located and on which the payment system of the United States Federal Reserve is operational.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) hereof with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) hereof with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) this Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) the Operating Agreement, and (c) the operating agreements by and between the Authority and each the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its

title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“Debt Service Reserve Account” means the Debt Service Reserve Account within the Sinking Fund established under the Senior Lien Indenture and held and administered by the Senior Lien Trustee in accordance with the Senior Lien Indenture or any comparable debt service reserve fund under any successor to the Senior Lien Indenture pursuant to which Additional Senior Lien Bonds are issued after September 1, 2023.

“Effective Date” means October 1, 2023³⁴.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or **“Financed Projects”** means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien

Bonds, *provided, however*, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date any such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement **and/or** (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of the Operating Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991,

between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023, and any future Financed Project undertaken in accordance with this Agreement and the Operating Agreement.

“Project Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Project Fund created under and governed by the Senior Lien Indenture.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of the Operating Agreement, together with any other reserve funds established by the Authority during the Term of the Operating Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Fund created under and governed by the Senior Lien Indenture.

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of the Operating Agreement.

“Term” means the term of this Agreement set forth in Section 4.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject; and

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this Agreement or its ability to comply with any of its obligations under this Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in this Agreement and the Operating Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Compliance with the Senior Lien Indenture and Other Authority Bond Documents. The Authority hereby represents that the proceeds from the sale of each issue of Bonds deposited into the Project Fund under the Senior Lien Indenture prior to the Effective Date were disbursed for the purposes and in accordance with the terms and conditions set forth therein and that the Authority has and will continue to comply with the terms of all of the Authority Bond Documents. In the event the Authority issues “new money” Additional Senior Lien Bonds after the Effective Date, the Authority shall deposit the applicable net proceeds derived from the sale of each such issue of Additional Senior Lien Bonds into a separate account of the Project Fund created under the Senior Lien Indenture and shall disburse such Senior Lien Bond proceeds in accordance with the terms and conditions set forth therein, and the Authority shall comply with the terms of all Authority Bond Documents entered into in connection with each such issue of Additional Senior Lien Bonds.

Section 3.2 Construction and Operation of the Galleria Project and any other Financed Project. The Authority hereby agrees during the Term hereof to design, construct, operate and maintain the Galleria Project and any other Financed Project for the purpose of developing and promoting for the public good, cultural growth, public welfare, education and recreation of the citizens of the County, including the erection and construction of the Galleria Project and any other Financed Project and the purchase of lands, easements, rights and lands, and franchises for the construction of the Galleria Project and any other Financed Project, all for the benefit of the citizens of the County. The Authority hereby

agrees to acquire, construct, operate and maintain the Galleria Project and any other Financed Project, and to operate and manage any other Financed Project after the Effective Date directly for its own use, for the benefit of the citizens of the County and in accordance with the provisions of this Agreement and the Operating Agreement.

Section 3.3 Additional Senior Lien Bonds Proposed after the Effective Date. The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.4 Validation of Senior Lien Bonds The City hereby agrees to be a party defendant in connection with any validation proceeding conducted in connection with the issuance of such Additional Senior Lien Bonds proposed to be issued by the Authority after the Effective Date and agrees that it will execute, acknowledge and deliver any certificates, instruments, sworn answers and acknowledgments as may be reasonably required in connection with any such validation hearing.

ARTICLE IV

EFFECTIVE DATE; TERM; IMPOSITION OF TAX; TAX PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

Section 4.1 Effective Date and Term of Agreement. This Agreement shall be effective as of the Effective Date hereof. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following: (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Operating Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Funding Agreement exceed fifty (50) years; and provided further, however, notwithstanding the foregoing, so long as any Senior Lien Bonds remain outstanding, the City shall not cease to levy its Hotel/Motel Tax in any manner that will impair the interest and rights of the holders of any Senior Lien Bonds.

Section 4.2 Imposition of Hotel/Motel Tax. Pursuant to the provisions of § 48-13-51(a)(5.1) of the Official Code of Georgia Annotated, as amended, the City has duly authorized the levy and collection of its Hotel/Motel Tax at the current rate of eight percent (8%) for the Term of this Agreement.

Section 4.3 No Impairment of Tax. So long as any Existing Senior Lien Bonds or any Additional Senior Lien Bonds issued in accordance with this Agreement remain outstanding, the City shall not cease to levy and collect, or reduce the rate of, its Hotel/Motel Tax in any manner that will impair the interest and rights of the owners of any Senior Lien Bonds then outstanding. Without limiting the generality of the foregoing, the City shall not impose, levy or collect any taxes within its corporate limits which would cause the thirteen percent (13%) limit contained in the Hotel/Motel Tax Law in

O.C.G.A. § 48-13-51(a)(5.1)(C) to cause a reduction in the rate of its Hotel/Motel Tax. Additionally, in the event corporate limits of the City are hereafter expanded, the Hotel/Motel Tax attributable to such additional area included within the City shall be payable to the Authority on the same terms and conditions provided in Section 4.4 hereof, except that the amount payable due to the collection of its Hotel/Motel Tax within the additional areas included in the City shall equal 100 percent of such collections. The agreements by the City contained in this Section 4.3 shall be for the benefit of the Authority and for the benefit of the owners of the Existing Senior Lien Bonds and the owners of the Additional Senior Lien Bonds and shall constitute a contract with the owners of such Senior Lien Bonds.

Section 4.4 Cities Hotel/Motel Tax Payments.

(a) Cities Hotel/Motel Tax Payments with Respect to Outstanding Existing Senior Lien Bonds and Additional Senior Lien Bonds Prior to the Transition Date. Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, commencing on the Effective Date and ending on the Transition Date, this Section 4.4(a) shall apply to the outstanding Existing Senior Lien Bonds and any Additional Senior Lien Bonds issued after the Effective Date, and this Section 4.4(a) shall be of no force and effect after the Transition Date.

(i) The City hereby covenants and agrees to pay to or for the account of the Authority by the 20th day of each calendar month until the principal of and interest on the Existing Senior Lien Bonds shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(a).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(a) shall be made by the City directly to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Existing Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund created under the Senior Lien Indenture, shall be applied to the extent and in the manner provided thereunder, including, but not limited to, the payment of principal and interest on any Senior Lien Bonds and at least fifty percent (50%) of the total Hotel-Motel Tax collected at the rate of eight percent (8%) shall be expended for the purposes specified in O.C.G.A. § 48-13-51(a)(5.1)(B) including, but not limited to, the payment of principal and interest on any Senior Lien Bonds.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section 4.4(a) shall be pledged to the payment of principal and interest on the Senior Lien Bonds pursuant to the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any lawfully available funds as determined by such party in its sole discretion to be necessary or desirable in connection with the Project.

(b) Cities Hotel/Motel Tax Payments with Respect to Additional Senior Lien Bonds on and after the Transition Date. Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, this Section 4.4(b) shall apply on and after the Transition Date to all Additional Senior Lien Bonds issued after the Effective Date.

(i) The City hereby covenants to pay to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture by the 20th day of each calendar month until the principal of and interest on the Additional Senior Lien Bonds issued after the Effective Date hereof shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(b).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(b) shall be made by the City to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Additional Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund under the Senior Lien Indenture and promptly each month (1) on a first priority basis the applicable monthly installment amount of principal and interest shall be applied or held by the Senior Lien Trustee for application when due to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and the applicable monthly installment amount to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture and (2) any Cities Hotel/Motel Tax Payments in excess of amounts needed for the aforesaid purposes of clause (1) shall be returned to the Authority promptly each month to be applied by the Authority strictly as provided in the Operating Agreement.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section shall be pledged to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any legally and contractually available funds as determined by such party to be necessary or desirable in connection with the applicable Additional Senior Lien Bonds or the applicable Project.

Section 4.5 Obligations of City Hereunder Absolute and Unconditional. The obligations of the City to make the payments required in Section 4.4 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as the principal of and interest on the Senior Lien Bonds outstanding under the Senior Lien Indenture shall have been paid in full or provision for the payment thereof shall have been made in accordance with the applicable Indenture, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Cities Hotel/Motel Tax Payments provided for herein, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii) will not terminate the Term of this Agreement or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority's title in and to a Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to a Project, the taking by eminent domain of title to or the use of all or any part of a Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that any of the Senior Lien Bonds are

unenforceable or invalid, the invalidity of any provision of this Agreement, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Senior Lien Indenture.

Nothing contained in this Section 4.5, however, shall be construed to release the Authority from the performance of any of the agreements on its part contained in this Agreement or in the Senior Lien Indenture; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Agreement and to make the Cities Hotel/Motel Tax Payments specified herein; *provided, however*, any liability of the Authority commencing on the Effective Date hereof shall be payable solely from rents, revenues and receipts arising from the Authority's interest in the Projects. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the full extent required so long as the Authority's interests in a Project would not be adversely affected.

Section 4.6 Pledge of Hotel/Motel Tax.

(a) With respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof, the City has pledged and hereby reaffirms its pledge of its Cities Hotel/Motel Tax Payments required by Section 4.4(a) hereof to the payment of principal of and interest on the Existing Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the Existing Senior Lien Bonds. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

(b) With respect to Additional Senior Lien Bonds issued after the Effective Date hereof in accordance with this Agreement, the City hereby pledges its Cities Hotel/Motel Tax Payments required to be paid pursuant to Section 4.4(a) prior to the Transition Date and Section 4.4(b) hereof on and after the Transition Date to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the applicable Additional Senior Lien Bonds issued after the Effective Date hereof. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

Section 4.7 Enforcement of Obligations. The obligation of the City to make its Cities Hotel/Motel Tax Payments under this Article may be enforced by (i) the Authority, (ii) the Senior Lien Trustee or owners of any Senior Lien Bonds, in accordance with the applicable provisions of the Senior Lien Indenture and independently of the Authority or, (iii) such receiver or receivers as may be appointed pursuant to the Senior Lien Indenture or applicable law. The covenants and agreements hereunder including specifically the City's obligation to make its Cities Hotel/Motel Tax Payments shall be

enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

Section 4.8 Assignment of this Agreement. The City hereby consents to the assignment of the Authority's right, title, and interest in and to this Agreement to the Senior Lien Trustee pursuant to the Senior Lien Indenture to secure the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof and hereby agrees that any notice to the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be given in addition to the Senior Lien Trustee at the address then applicable for the Senior Lien Trustee under the Senior Lien Indenture and that any consent of the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall not be deemed to have been given unless such consent is obtained in writing from the Senior Lien Trustee and the Authority. The Senior Lien Trustee shall have all rights and remedies herein accorded to the Authority with respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof, and any reference herein to the Authority with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be deemed, with the necessary changes in detail, to include the Senior Lien Trustee. The Senior Lien Trustee and the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof are deemed to be and are third party beneficiaries of the representations, covenants and agreements of the City contained in this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds.

Section 4.9 No Set-Off. No breach, default or failure by the Authority to comply with the provisions of this Agreement shall permit an abatement or reduction in or set-off against the Cities Hotel/Motel Tax Payments due from the City. Nothing in this Agreement shall otherwise impair, diminish or affect any other right or remedy available to the City (i) as a result of the Authority's breach, default or failure under this Agreement, or (ii) to enforce the obligations of the Authority under this Agreement. No dispute or litigation between the Authority and the City with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE V

SPECIAL COVENANTS OF CITY AND AUTHORITY

The City and the Authority each hereby covenants and agrees with each other and for the benefit of the owners of the Senior Lien Bonds as follows:

Section 5.1 Collection of Taxes. The City hereby covenants and agrees that during the Term of this Agreement it shall levy and collect the Hotel/Motel Tax within its corporate limits at the rate authorized by the Hotel/Motel Tax Law at the time of such levy, provided such rate during the Term of this Agreement shall be at least eight percent (8%), and from the proceeds derived therefrom make its Cities Hotel/Motel Tax Payments required pursuant to the applicable subsection of Section 4.4 hereof throughout the Term of this Agreement. This covenant shall be for the benefit of the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date in accordance with this Agreement and shall constitute a contract with the owners of such Existing Senior Lien Bonds and Additional Senior Lien Bonds and may be enforced by the Senior Lien Trustee with respect thereto.

Section 5.2 Records Regarding Cities Hotel/Motel Tax Payments.

The City shall provide to the Authority and the Senior Lien Trustee monthly a written statement on or before the date when the Cities Hotel/Motel Tax Payments are due hereunder of the amount of each Cities Hotel/Motel Tax Payments. Upon the prior written request of the Authority, the City shall make available for inspection during normal business hours the books and records of the City pertaining to the levy and collection of its Hotel/Motel Tax and related Cities Hotel/Motel Tax Payments by the City.

Section 5.3 Further Assurances and Corrective Instrument. The City and the Authority, as applicable, each respectively, hereby covenants and agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, certificates and acknowledgments as may be reasonably requested under this Agreement, including, without limitation, to perfect the pledge of revenues payable hereunder securing payment of the principal of and interest on the Senior Lien Bonds and to replenish any deficiency in the Senior Lien Debt Service Reserve Account below the Senior Lien Debt Service Reserve Fund Requirement under the Senior Lien Indenture or for carrying out the intention of or facilitating the performance of this Agreement.

Section 5.4 Confirming Documents. In connection with the issuance of any Additional Senior Lien Bonds after the Effective Date, the City and the Authority, each respectively, hereby covenants and agrees, upon reasonable prior written request, to authorize, execute and deliver any reasonably requested certificates, letters or other documents in form and substance reasonably acceptable to the executing party confirming the agreed upon obligations and covenants of the applicable party under this Agreement in the event:

- (i) such certificates, letters or other documents are reasonably required by, as applicable, any rating agency, bond purchaser or other appropriate party or a legal requirement as a condition of issuance of the Additional Senior Lien Bonds and are in form and substance acceptable to the City or the Authority, as applicable; and
- (ii) the Authority shall pay the costs and expenses incurred by the City in connection with the authorization, execution and delivery of such certificates, letters or other documents, including, but not limited to, the reasonable fees and expenses of attorneys representing the City.

Section 5.5 Reports to Department of Community Affairs.

The City shall annually file with the Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Termination of this Agreement.

The Term of this Agreement shall expire and terminate in accordance with Section 4.1 hereof.

Section 6.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or

techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 6.3 Financial Liability.

(a) The financial liability of the Authority for failure to perform any of its obligations under this Agreement after the Effective Date hereof shall be limited to the Authority's interests in the Projects and in the operating revenues of the Projects.

(b) The financial liability of the City for failure to perform any of its obligations under this Agreement shall be limited to the interest of the City in the Cities Hotel/Motel Tax payable by the City under Section 4.4(a) or 4.4(b) of this Agreement.

Section 6.4 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to in writing between the City and the Authority.

Section 6.5 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement, except as provided in Section 4.3, Section 4.7 and Section 5.1 of this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds and as may be otherwise expressly provided in this Agreement. No obligation imposed on any party under this Agreement is imposed for the benefit or with the intent to permit enforcement by another, not a party to this Agreement, except as may be otherwise expressly provided in this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds.

Section 6.6 Entire Agreement; Amendments.

(a) This Agreement contains the entire agreement of the City and the Authority relating to the specific matters covered by this Agreement. No representation, promise or understanding has been made, and no collateral agreement, stipulation or undertaking exists, which will have any force and effect with respect to the specific matters covered by this Agreement except as set forth in this Agreement.

(b) No amendment, modification, supplement, release, discharge or waiver of the provisions of this Agreement shall be of any force, value or effect unless it is in writing and is duly executed on behalf of the Authority and the City and, if required by the Senior Lien Indenture, is accomplished in accordance with the Senior Lien Indenture with the prior written consent of the Senior Lien Trustee.

Section 6.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 6.8 **No Additional Waiver Implied by One Waiver.** If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.9 **Notices.** All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority
Two Galleria Parkway
Atlanta, Georgia 30339
Attention: General Manager/CEO

City: City of Kennesaw, Georgia
2529 J.O. Stephenson Ave.
Kennesaw, Georgia 30144
Attention: City Administrator

A copy of any notices, certificates or other communications given hereunder also shall be provided to the Senior Lien Trustee at the following address:

U.S. Bank Trust Company, National Association,
as Senior Lien Trustee
Global Corporate Trust
2 Concourse Parkway, Suite 800
Atlanta, Georgia 30328-5588
Attention: Mark C. Hallam, Assistant Vice President

Section 6.10 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 6.11 **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.12 **Execution Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which, shall be an original and all of which shall constitute but one and the same instrument.

Section 6.13 **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 6.14 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 6.15 Prior Funding Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Funding Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Convention Funding Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY**

By: _____
Chairman

Date: _____

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

**The undersigned Senior Lien Trustee hereby
consents to this Amended and Restated
Galleria Convention Funding Agreement**

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, successor to U.S. Bank
National Association and successor to First
Union National Bank of Georgia, as Senior
Lien Trustee**

By: _____
Mark C. Hallam. Assistant Vice President

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 1/27/2025 6:03:00 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/ACTIVE/685208747/5	
Modified DMS: iw://dmsamericas.gtlaw.com/ACTIVE/685208747/6	
Changes:	
<u>Add</u>	2
Delete	2
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4



Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: February 17, 2025

TITLE: **Resolution: Amended and Restated Galleria Convention Operating Agreement**
Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Operating Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

Summary:

In 1991 the Cobb-Marietta Coliseum and Exhibit Hall Authority (Authority), Cobb County, and the cities within Cobb County entered into long-term agreements whereby the governments agreed to remit all or a portion of the hotel/motel and liquor by the drink tax collections to the Authority to fund the convention center (service bond debt). These agreements expire when the related bond debt is fully paid.

In 2023 Cobb County, Smyrna, Kennesaw, Acworth, Austell, and Powder Springs agreed to terms to extend the agreements. However, subsequent events have necessitated non-substantive revisions to the agreements which require approval from each entity. Cobb County, Smyrna, Powder Springs, and Austell have signed revised agreements.

Cobb-Marietta Coliseum and Exhibit Hall Authority GM/CEO, Charlie Beirne and COO, Robb Tuner will present the revised agreements prior to consideration.

Recommendation:

The City Manager recommends approval of the Resolution and execution of the amended and restated Galleria Operating Agreement.

Fiscal Impact:

Attachments:

1. RESOLUTION - Galleria Amended Operating Agreement
2. Amended and Restated Galleria Operating Agreement - City of Kennesaw(685210320.6)
3. Redline -Galleria Operating Agreement 685210320-v5 and 685210320-v6

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____, 2025

**RESOLUTION TO APPROVE THE AMENDED AND RESTATED GALLERIA
CONVENTION OPERATING AGREEMENT WITH COBB-MARIETTA COLISEUM
AND EXHIBIT HALL AUTHORITY.**

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

WHEREAS, in 1991 the City of Kennesaw, the Cobb-Marietta Coliseum and Exhibit Hall Authority (Authority), Cobb County, and other cities within Cobb County entered into long term agreements whereby the governments agreed to remit all or a portion of the hotel/motel and liquor by the drink tax collections to the Authority to fund the convention center; and

WHEREAS, in 2023 Cobb County, Smyrna, Kennesaw, Acworth, Austell, and Powder Springs agreed to terms to extend the agreements; and

WHEREAS, subsequent events have necessitated non-substantive revisions to the agreement which require approval from all parties.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the amended and restated operating agreement as presented.

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

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

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXECUTION COPY

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Operating Agreement dated as of December 1, 1991,
and amended as of October 1, 1996]

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EXHIBIT A - ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT (this “Agreement”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “State”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Operating Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 *et seq.*, as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “. . . developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State of Georgia;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “State Constitution”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Operating Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection the hereinafter defined Galleria Project;

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement (as defined herein) to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”)

pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Operating Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to the Funding Agreement (as defined herein); and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Operating Agreement in its entirety and have agreed to contemporaneously enter into the Funding Agreement in order to amend and restate the Prior Funding Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, (a) the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Funding Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Annual Excess Tax Payments” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the remaining balance amount that would have remained in the Tax Payments Fund at the end of such Fiscal Year after (a) deducting all amounts paid pursuant to subparts (i) through and including (iv) of Section 4.2(b) of this Agreement during such Fiscal Year as if no other amounts had been withdrawn from the Tax Payments Fund, (b) adding the amount of any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and (c) adding the amount of any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund, as determined at the end of each Fiscal Year in accordance with Section 4.2(b)(vi) hereof.

“Annual Excess Tax Payments Above the Cap” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount by which the total Annual Excess Tax Payments amount exceeds the amount of the Cap on Authority’s Excess Portion for such Fiscal Year.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Funding Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to 62.5% of the Annual Excess Tax Payments for such Fiscal Year, subject to the Cap on Authority’s Excess Portion, provided, such amount also shall be subject to the Cap on Authority’s Excess Portion.

“Bond Financing Documents” means, collectively, the Funding Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Cap on Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount equaling (x) 1.25 multiplied by (y) the highest Fiscal Year total of the amount of all County Tax Payments and all Cities Hotel/Motel Tax Payments paid by the County and Cities to the Authority or the Senior Lien Trustee by or on behalf of the Authority in the five most recent Fiscal Years.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) of the Funding Agreement with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) of the Funding Agreement with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for such Fiscal Year.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) the Funding Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and as applicable all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) this Agreement, and (c) the operating agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” and **“Conforming Cities”** means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” and **“Conforming Cities Operating Agreements”** means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Collection Fee(s)” means the collection fee payable to the County in accordance with the County Operating Agreement for costs incurred by the County in connection with levying, collecting and administering the Hotel/Motel Tax and the Liquor-by-the-Drink Tax, which collection fee shall be calculated in accordance with the County Operating Agreement.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Liquor-by-the-Drink Tax Payments” means the payments of Liquor-by-the-Drink Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Monthly Contract Payments” means the payments due to the County monthly in accordance with the County Operating Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Hotel/Motel Tax Payments” means, collectively, the County Hotel/Motel Tax Payments and the Cities Hotel/Motel Tax Payments.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“CT&T” means Cobb Travel & Tourism, Inc., a Georgia nonprofit corporation, or any successor nonprofit corporation or alternative nonprofit corporation approved by the County and the Authority and satisfying the requirements of the Hotel/Motel Tax Law with respect to such nonprofit corporation’s expenditure of County/Cities Hotel/Motel Tax Payments pursuant to a contract with the County or the Authority as a qualified expenditure under the Hotel/Motel Tax Law.

“Effective Date” means October 1, 2024.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or **“Financed Projects”** means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien Bonds, provided, however, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“Fiscal Year” means the fiscal year for the Authority ending September 30 of each year or such fiscal year as may be changed by appropriate proceedings of the Authority.

“Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement or (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of this Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023 and any future Financed Project undertaken in accordance with the Funding Agreement and this Agreement.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Project Working Capital Reserve” means funds in an amount not to exceed the sum of 2.0 multiplied by the monthly average amount of the Authority’s then current Fiscal Year’s estimated operating

and maintenance expenses of the Galleria Project and all Financed Projects, which amount the Authority may retain in the Operating Revenue Fund in accordance with Section 4.1(b) hereof.

“Pro-Rata Share Per H/MT Contributions” means a pro-rata share of the amount of County/Cities Hotel/Motel Tax Payments made by the County and by all Cities with respect to, as applicable in the context, a calendar month or a Fiscal Year; for example, during Fiscal Year 2022 the City’s Pro-Rata Share Per H/MT Contributions was 0.2% because the total amount of the Cities Hotel/Motel Tax Payments attributed to the City with respect to Fiscal Year 2022 equaled \$25,252 which was 0.2% of the total \$13,037,517 of County/Cities Hotel/Motel Tax Payments made by the County and all Cities to or on behalf of the Authority with respect to such Fiscal Year 2022.

“R&E Minimum Balance Requirement” shall have the meaning set forth in Section 4.3(c) hereof.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of this Agreement, together with any other reserve funds established by the Authority during the Term of this Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of this Agreement.

“Term” means the term of this Agreement set forth in Section 7.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 **Representations and Agreements by the Authority.** The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the

Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject;

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents; and

(ix) The Authority shall make the payments required pursuant to the Funding Agreement or this Agreement, included, without limitation, the payments to the City required under Sections 4.1, 4.2, 4.3, 4.4 and 4.5 hereof, all at the times and in the amounts provided in this Agreement.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this Agreement or the Funding Agreement, or its ability to comply with any of its obligations under this Agreement or the Funding Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in the Funding Agreement and this Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Additional Senior Lien Bonds Proposed after the Effective Date.

The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.2 Operation of Financed Projects; Payment of Operating Expenses; Rate Covenant.

(a) The Authority at all times (i) shall operate the Galleria Project and all other Financed Projects undertaken after the Effective Date hereof economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act, (ii) shall maintain the Financed Projects in good condition and shall promptly repair, replace and restore any damage to or destruction of any of the Financed Projects or any portion thereof, (iii) shall maintain adequate insurance with respect to all Projects and all operations of the Authority in accordance with Section 6.9 hereof, and (iv) shall cause all Projects to be maintained and operated so as to make the benefits thereof generally available to the residents within the boundaries of the County.

(b) The Authority shall pay or cause to be paid from Project Operating Revenues all reasonable and necessary costs of operating, maintaining and repairing the Financed Projects including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Financed Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses of the Authority and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Financed Projects in accordance with sound business practice, as specified under Section 4.1(b) hereof.

(c) The Authority shall cause the Project to be operated and maintained economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act. The Authority shall at all times maintain the Project in good condition and repair and shall promptly repair, replace or restore any damage or destruction to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof. It shall also cause the Project to be maintained and operated so as to make its benefits generally available to the residents within the boundaries of the County, and it shall establish and maintain, or cause to be established and maintained, a schedule of rates, fees and charges for the use of the facilities constituting the Project in accordance with the terms hereof; provided, however, this subsection (c) shall not preclude the Authority from deviating from such schedule and/or negotiating specific rates, fees and charges for specific events and uses.

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ARTICLE IV

CREATION OF FUNDS; FLOW OF FUNDS

Section 4.1 Operating Revenue Fund.

(a) The Authority shall create and maintain a special fund designated as the “Cobb-Marietta Coliseum and Exhibit Hall Authority – Galleria Operating Revenue Fund” separate and apart from other funds and accounts of the Authority.

(b) Commencing on September 1, 2023, the Authority promptly shall collect and deposit into the Operating Revenue Fund and shall use and apply in accordance with this Section 4.1(b) all Project Operating Revenues; provided, however, in no event shall County/Cities Tax Payments or funds received by or on behalf of the Authority derived from or in connection with County/Cities Tax Payments (including, without limitation, payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture) be deposited into the Operating Revenue Fund, and instead such funds shall be deposited into the Tax Payments Fund in accordance with Section 4.2 hereof; provided further, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement; and provided further, however, in accordance with Section 4.3 hereof certain specified Authority’s Excess Portion funds (comprised of funds derived from County/Cities Tax Payments) may be transferred from the Renewal and Expansion Fund to the Operating Revenue Fund in accordance with Section 4.3(d)(iv) hereof. Subject to the foregoing, the Authority shall apply money deposited into the Operating Revenue Fund only for the following purposes in the following order of priority:

(i) First, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any excess Cities Hotel/Motel Tax Payments payable to such Cities from the Operating Revenue Fund in accordance with such Original City Operating Agreement;

(ii) Second, to the payment of operating and maintenance expenses of the Galleria Project and any other Financed Projects in accordance with Section 3.2 hereof and payment of all administrative expenditures related to the Senior Lien Bonds such as Senior Lien Trustee’s fees and expenses, rating agency fees, rebate analyst’s fees and arbitrage rebate payments, and when applicable the transfer to the Tax Payments Fund of an amount equal to the amount of any County Tax Payments and any Cities Hotel/Motel Tax Payments (if paid by Conforming Cities) applied by the Senior Lien Trustee to pay any Rebate Amount under the Senior Lien Indenture;

(iii) Third, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any collection fees due to such Cities in accordance with such Original City Operating Agreement;

(iv) Fourth, subject to the limitations stated hereinafter, to the payment of any amounts for the promotion of tourism, convention or trade shows in the boundaries of the County, including,

without limitation, any such amounts required under agreements with CT&T, the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing;

(v) Fifth, the Authority may retain in the Operating Revenue Fund an amount not to exceed the permitted amount of the Project Working Capital Reserve; and

(vi) Sixth, all remaining funds in the Operating Revenue Fund shall be transferred monthly to the Renewal and Expansion Fund.

Notwithstanding the foregoing, (A) the payments under subpart (ii) of this Section 4.1(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under the County Operating Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or Section 4.1(b)(i) hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment in accordance with the County Operating Agreement or not paid in full when due the County Collection Fee in accordance with the County Operating Agreement and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay any amounts under subpart (ii) of this Section 4.1(b) unless such expenditures are specifically approved in writing as set forth in the County Operating Agreement.

Section 4.2 Tax Payments Fund.

(a) The Authority shall create and maintain a special fund designated as the "Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Tax Payments Fund" separate and apart from other funds and accounts of the Authority, and the depository bank's records thereof shall be available for inspection on behalf of the City during normal business hours.

(b) Commencing on September 1, 2023, the Authority shall deposit into the Tax Payments Fund all County/Cities Tax Payments and all payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture derived from or in connection with County/Cities Tax Payments (including, without limitation, all net investment earnings on funds derived from County/Cities Tax Payments held in the Tax Payments Fund), provided, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement. Subject to the foregoing, the Authority shall apply money deposited into the Tax Payments Fund for the following purposes in the following order of priority applying the following specified funds at the following times:

(i) First, monthly on or before the 20th day of each calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture (as such Fund and Accounts or functionally equivalent funds and accounts are identified in the Senior Lien Indenture) in the event that in any month there is a deficiency in the amount required to be on

deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds;

(ii) Second, monthly on or before the 25th day of each calendar month, payment to the County and the Conforming Cities based on the amount due the County and due each of such Conforming City (A) the County Monthly Contract Payments and (B) the monthly contract payments (if any) due the respective Conforming Cities pursuant to the respective Conforming City Operating Agreement, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds, and any deficiency in the amount of such County Monthly Contract Payments due to the County and monthly contract payments due to the respective Conforming Cities shall remain due and payable, shall accumulate and shall be added to the next succeeding County Monthly Contract Payments due to the County and monthly contract payments (if any) due to the respective Conforming Cities until paid in full;

(iii) Third, monthly on or before the 25th day of each calendar month, payment pro-rata to the County of the County Collection Fee and the collection fee due to the Conforming Cities (if any) pursuant to the respective Conforming Cities Operating Agreements, applying available County Hotel/Motel Tax Payments funds to pay the County Collection Fee with respect to County Hotel/Motel Tax Payments, applying available Cities Hotel/Motel Tax Payments funds to pay to Conforming Cities (if any) the collection fee due to such Conforming Cities, if any, and applying available County Liquor-by-the-Drink Tax Payments funds to pay the County Collection Fee with respect to the County Liquor-by-the-Drink Tax Payments; in the event the amount of specified funds on deposit in the Tax Payments Fund is not sufficient to pay in full when due such County Collection Fees and Conforming Cities collection fees, payment of such amounts shall be made pro-rata to the County and the applicable Conforming Cities based on the amount due the County and due each of such Conforming Cities (if any), and any deficiency in the amount of such collection fee payments shall remain due and payable, shall accumulate and shall be added to the next succeeding collection fee payments until paid in full;

(iv) Fourth, subject to the limitations set forth hereinafter, and only if and to the extent each such expenditure (x) is an itemized expenditure as set forth in the County Operating Agreement, and (y) conforms to the requirements of the Hotel/Motel Tax Law, cash amounts payable monthly by the Authority to CT&T pursuant to a contract between the Authority and CT&T or other amounts required under agreements for the promotion of tourism, convention or trade shows in the boundaries of the County in accordance with the Hotel/Motel Tax Law, with the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing, provided, however, no money derived from the Liquor-by-the-Drink Tax shall be used for this purpose, and further provided, however, no funds shall be applied to pay or reimburse the Authority for the value of any non-cash in-kind consideration granted by the Authority to CT&T or any other entity such as the value of free or complimentary office space, and the value of any such non-cash in-kind consideration shall not be included in any calculation under this Agreement or the Funding Agreement;

(v) Fifth, provided all amounts payable in accordance with subparts (i) through and including (iv) of this Section 4.2(b) have been paid in full, monthly no earlier than the 25th day of each calendar month, (A) for September 2023, transfer to the R&E Fund the balance in the Tax Payments Fund, and (B) beginning upon the commencement of Fiscal Year 2024 and continuing

throughout the Term of this Agreement, transfer to the R&E Fund no more than 62.5% of the remaining balance that would have remained in the Tax Payments Fund (including, without limitation, Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund) after deducting the payments made pursuant to subparts (i) through and including (iv) of this Section 4.2(b); provided, however, each such monthly transfer shall be subject to an annual accounting at the end of each Fiscal Year to determine the amount that would have remained in the Tax Payments Fund at the end of each Fiscal Year after accounting for and including in such calculations any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund, and also after deducting all amounts paid pursuant to subparts (i) through and including (iv) of this Section 4.2(b) as if no other amounts had been withdrawn from the Tax Payments Fund (such Fiscal Year end remaining balance amount for each respective Fiscal Year is referred to herein as the “Annual Excess Tax Payments,” as more fully defined in Article I hereof), which calculation shall be done consistent with the example set forth in the Annual Excess Tax Payments Calculation Spreadsheet attached hereto as Exhibit A, provided, however, in the event of any conflict between the terms of this Agreement and the example set forth in Exhibit A hereto, the terms of this Agreement shall control; and the Authority shall be entitled to transfer to the R&E Fund with respect to each Fiscal Year no more than 62.5% of the Annual Excess Tax Payments (such 62.5% amount for each respective Fiscal Year is referred to herein as the “Authority’s Excess Portion,” as more fully defined in Article I hereof); provided further, however, in each Fiscal Year commencing with respect to Fiscal Year 2024, the amount the Authority may transfer to the R&E Fund shall be further restricted by and shall not exceed the amount equal to (x) 1.25 multiplied by (y) the highest Fiscal Year total County/Cities Hotel/Motel Tax Payments paid to the Authority or Senior Lien Trustee on behalf of the Authority by the County and the Cities plus the total County Liquor-by-the-Drink Tax Payments, in each case in the five most recent Fiscal Years (the “Cap on Authority’s Excess Portion,” as more fully defined in Article I hereof); and

(vi) Sixth, commencing with respect to Fiscal Year 2024 and continuing throughout the Term of this Agreement, annually no later than sixty (60) days after the end of each such Fiscal Year, (w) payment to the County of the County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments (the amount of such County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “County’s Excess Portion,” as more fully defined in Article I hereof), (x) payment to each of the Conforming Cities their respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, if due under a Conforming City Operating Agreement (the amount of the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “City’s Excess Portion,” as more fully described in Article I hereof), (y) payment to the County of its Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap in such Fiscal Year, and (z) if and to the extent applicable under a Conforming City Operating Agreement, payment to each Conforming City of its respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap; provided the Authority will apply the remaining County Liquor-by-the-Drink Tax Payments funds first and then to the extent necessary apply the County Hotel/Motel Tax Payments funds to pay to the County its pro-rata share of the Annual Excess Tax Payments Above the Cap; and provided further, the County’s Excess Portion shall not be paid to the County and no portion of the Annual Excess Tax Payments shall be paid to any of the Conforming Cities to the extent such payment would result in the balance in the Renewal and Expansion Fund being less than the R&E Minimum Balance Requirement determined in accordance with the limitations set forth in Section 4.3(d)(vi) hereof.

Notwithstanding the foregoing, (A) the payments under subpart (iv) of this Section 4.2(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under this Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment or not paid in full when due the County Collection Fee and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay or transfer from the Tax Payments Fund or otherwise pay any funds attributable to County Tax Payments (x) any amounts under subpart (iv) of this Section 4.2(b) or (y) any amounts under subpart (v) of this Section 4.2(b), unless such expenditures are specifically approved as set forth in the County Operating Agreement.

(c) Attached hereto as **Exhibit A** is the Annual Excess Tax Payments Calculation Spreadsheet.

(d) In no event shall funds in the Tax Payments Fund be applied except as explicitly set forth in this Section 4.2.

Section 4.3 Renewal and Expansion Fund

(a) The Authority shall create and maintain a special fund designated as “Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Renewal and Expansion Fund” separate and apart from other funds of the Authority.

(b) Pursuant to Section 4.1(b)(iv) hereof and, only if required under any Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, pursuant to any such Original Operating Agreement during the Gap Period, the Authority shall transfer to the Renewal and Expansion Fund monthly all money remaining in the Operating Revenue Fund (except the Project Working Capital Reserve amount and except revenues received but not earned during the respective period).

(c) No withdrawal shall be made from the Renewal and Expansion Fund except as permitted under this Section 4.3(c) unless the remaining balance in the Renewal and Expansion Fund will equal no less than \$4,000,000 (the “R&E Minimum Balance Requirement”). In the event any withdrawal from the Renewal and Expansion Fund would cause the balance in the Renewal and Expansion Fund to be less than the R&E Minimum Balance Requirement, then withdrawals shall be made only for the purposes set forth in subparts (i) through and including (iii) of Section 4.3(d) hereof and transfers to the Operating Revenues Fund shall be made only to pay specific operating expenses expressly determined by the Authority to be necessary for required operations after depletion of the Project Working Capital Reserve and only to pay specific capital expenditures expressly determined by the Authority to be necessary for required emergency capital improvements or emergency repairs. In the event the R&E Minimum Balance Requirement is satisfied and will remain satisfied following proposed withdrawals, then the Authority shall disburse funds from the Renewal and Expansion Fund in accordance with all subparts of Section 4.3(d) hereof.

(d) The Authority shall disburse funds from the Renewal and Expansion Fund for the purposes set forth in subparts (i), (ii) and (iii) when provided hereinafter in the stated order of priority; and to the extent of available money in the Renewal and Expansion Fund and subject to and in accordance with Section 4.3(c) hereof, the Authority may disburse funds from the Renewal and Expansion Fund for any purpose set forth hereinafter:

(i) First, on or before the 20th day of any applicable calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture in the event that in any month there is a deficiency in the amount required to be on deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture;

(ii) Second, on or before the 25th day of any applicable calendar month, payment of any County Monthly Contract Payment payable to the County that has not been paid in full when due and any similar monthly contract payment due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iii) Third, on or before the 25th day of any applicable calendar month, payment of any County Collection Fee payable to the County that has not been paid in full when due and any similar collection fee due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iv) Fourth, transfer to the Operating Revenue Fund amounts required to pay operating and maintenance expenses of the Galleria Project and any other Financed Project to the extent money in the Operating Revenue Fund are not sufficient for such purpose;

(v) Fifth, in case of an emergency having a major effect upon a Financed Project caused by some extraordinary occurrence that makes it necessary to use such funds for the alleviation or removal of such effects and insufficient money is available in the Operating Revenue Fund to meet such emergency; and

(vi) Sixth, payment of the costs of capital improvements, replacements, additions, expansions, renovations and improvements and acquiring equipment and paying the cost of any architectural or engineering studies, surveys or plans and specifications pertaining to the future development or expansion of the Galleria Project or any other Financed Project, provided, however, such expenditures shall not reduce the balance in the R&E Fund to less the R&E Minimum Balance Requirement and provided further, however, no payment shall be made under this subsection (vi) if the making of such payment would jeopardize the ability of the Authority to make the payment in full of (w) the County's Excess Portion of the Annual Excess Tax Payments, (x) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, (y) the County's Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, and (z) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, all in accordance with Section 4.2(b)(vi) hereof, and provided further, however, specific capital expenditures expressly determined by the Authority to be necessary for required emergency capital improvements or emergency repairs shall be an exception to the provisions of preceding provisos in this subsection (vi).

Section 4.4 Payment of City's Monthly Contract Payments. The Authority shall repay to the City monthly, on or before the 25th day of each calendar month, an amount equal to 40 percent of the Cities Hotel/Motel Tax Payments paid by the City pursuant to Section 4.4(a) or 4.4(b) of the Funding Agreement (such 40% being the "City Monthly Contract Payment"). In the event that an increase in Hotel/Motel Tax revenues is payable due to an expansion of the corporate limits of the City as provided in Section 4.3 of the Funding Agreement, the amount payable to City as the City Monthly Contract Payment shall be increased to an amount equal to 62.5 percent of the Cities Hotel/Motel Tax Payments paid by the City which is attributable solely to the Hotel/Motel Tax revenues collected within the additional area included within the City. The Authority shall make such payment to the City from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(ii) hereof promptly following the Authority's

payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(ii) hereof. Any deficiency in the amount of the City Monthly Contract Payment to the City required under this Section 4.4 shall remain due to the City, shall accumulate and shall be added to the next succeeding payment due to the City under this Section 4.4 until paid in full.

Section 4.5 Payment of City's Collection Fee. The Authority shall pay to the City monthly, on or before the 25th day of each calendar month, a collection fee for costs incurred by the City in connection with levying, collecting and administering the Hotel/Motel Tax. The Authority shall make the payment from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(iii) hereof promptly following the Authority's payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(iii) hereof. The collection fee payable to the City hereunder shall be in an amount equal to (x) all Cities Hotel/Motel Tax Payments paid by the City during each applicable calendar month, (y) less amounts paid to the City pursuant to Section 4.4 hereof during such month, and (z) multiplied by five percent (5%). Any deficiency in the amount of the payment to the City required under this Section 4.5 shall remain due to the City, shall accumulate and shall be added to the next succeeding collection fee payment due to the City under this Section 4.5 until paid in full.

ARTICLE V

SPECIAL COVENANTS OF THE CITY AND THE AUTHORITY

Section 5.1 Hotel/Motel Tax Budget Plan, and Quarterly and Annual Accounting.

(a) In accordance with O.C.G.A. 48-13-51(a)(9)(A), prior to the commencement of each Fiscal Year during the Term of this Agreement, pursuant to the Hotel/Motel Tax Law the City shall adopt a hotel/motel tax budget plan specifying how the City's anticipated Hotel/Motel Tax receipts will be expended in accordance with the expenditure requirements of O.C.G.A. 48-13-51(a)(5.1) during the upcoming Fiscal Year. Prior to adoption of the budget plan, the City shall obtain and the Authority shall provide a budget for expenditures to be made by the Authority and such budget shall be a part of the City's budget plan.

(b) In accordance with O.C.G.A. 48-13-51(a)(9)(B)(i), the City's determination of whether the expenditure requirement under O.C.G.A. 48-13-51(a)(5.1) was satisfied for each Fiscal Year shall be prominently reflected in the audit report of the City. The calculation for determining whether the expenditure requirements have been met shall be determined by (i) calculating the amount of funds expended or contractually committed for expenditure during the Fiscal Year and (ii) expressing such amount as a percentage of Hotel/Motel Tax receipts during the Fiscal Year.

Section 5.2 Reports to Department of Community Affairs. The City shall file annually with the State Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY

Section 6.1 Release Covenant. The Authority covenants and agrees with the City that the City shall not be liable for, and to the full extent permitted by law the Authority shall hold the City harmless

from, any and all claims by or on behalf of any person arising from: (1) the conduct, operation or management of, or from any work or thing done in or on, any Project; (ii) any condition of any Project, (iii) any act of negligence, malfeasance or misconduct of the Authority or of any agents, contractors, servants, employees or licensees of the Authority or of any lessee or tenant of the Authority; and (iv) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in any Project.

Section 6.2 Financial Statements. The Authority will have a certified audit performed at the end of each Fiscal Year by a certified public accountant and will cause such audit to be completed and delivered to the City promptly upon completion and in any event within 180 days after the end of the Fiscal Year. The Authority will furnish the City with a copy of its audited financial statements promptly upon completion of the annual audit.

Section 6.3 Financial Information. The Authority shall furnish to the City upon written request any unaudited monthly financial statements prepared by or on behalf of the Authority's staff for presentation to the Authority.

Section 6.4 Rules and Regulations. The Authority covenants and agrees that (i) it will enforce or cause to be enforced reasonable rules and regulations governing the Galleria Project and all other Financed Projects and the operation thereof, (ii) all compensation, salaries, bonuses, fees and wages paid or caused to be paid by it in connection with the operation, repair and maintenance of the Financed Project will be reasonable, (iii) no more persons will be employed than are necessary, (iv) that it will operate in an efficient and economical manner, (v) it will at all times maintain or cause to be maintained the Galleria Project and all other Financed Projects in good repair and in sound operating condition, and will make or cause to be made all necessary repairs, renewals and replacements thereto, and (vi) it will comply or cause to be complied with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 6.5 Contracting Procedure. The Authority hereby covenants and agrees that any contract relating to the acquisition, construction, installation, extension, improvement, maintenance or repair of the Financed Project shall be procured in accordance with applicable law.

Section 6.6 Granting of Easements. The Authority may at any time or times cause to be granted easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Galleria Project and all other Financed Projects and may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Galleria Project and all other Financed Projects for reasonable and adequate consideration. In connection with any such grant or any sale permitted hereunder, if any, the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or asset.

Section 6.7 Discharge of Liens. The Authority will promptly pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands, which, if unpaid, might by law become a lien upon the Galleria Project or any other Financed Project, or any part thereof, or upon the revenues therefrom; provided, however, that nothing contained in this Section shall require the Authority to pay, or cause to be discharged, or make provision

for, any such lien or charge, so long as the validity thereof shall be contested in good faith with due diligence and by appropriate legal proceedings.

Section 6.8 Maintenance of Insurance; Damage; Destruction or Condemnation of Financed Projects.

(a) The Authority will carry adequate public liability, fidelity, and property insurance with respect to the Galleria Project and all other Financed Projects, with reasonable deductible amounts as applicable; all such policies shall be for the benefit of and made payable to the Authority; and the Authority will provide copies of such policies to the City upon written request.

(b) The proceeds of the Authority's property insurance coverage shall be available for and shall be applied to the repair and replacement of the damaged or destroyed property; provided, that in the event the Authority shall obtain a certification of an independent architect or engineer to the effect that the applicable Project cannot be repaired to a condition permitting its operation substantially at the level of operation prior to such damage or destruction, then the proceeds of such coverage shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that the applicable Project may be operated substantially at the level of operation prior to such damage or destruction without such repair or replacement, then the proceeds may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date. Except to the extent such proceeds are payable to third parties, the proceeds of the performance and payment bonds or other insurance during construction shall be available for and shall, to the extent necessary, be applied to the completion of the applicable Project and of any renewal, replacement, addition, extension, or improvement to such Project in connection with which such coverage was obtained, but to the extent not so used shall be deposited in, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

(c) All insurance policies or other evidence of the coverage required hereunder shall be open to inspection of the City and its respective duly authorized agents, accountants, attorneys, experts and representatives at reasonable times and upon reasonable request.

(d) In the event the Galleria Project or any other Financed Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority shall apply the proceeds of any such condemnation award to restore the applicable Project to substantially the same condition as before such taking; provided, that if the Authority shall obtain a certification of an independent architect or engineer to the effect that such Project cannot be restored to a condition permitting its operation at substantially the level of operation prior to such taking, then the proceeds of such condemnation award shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that such Project may be operated substantially at the level of operation prior to such taking without such restoration, then the proceeds of such condemnation award may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

Section 6.9 Books and Records. The Authority covenants that it will keep the funds and accounts of the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and each Financed Project separate from all other funds and accounts of the Authority, or any of its departments, and that it will keep accurate records and accounts of all items of cost and all expenditures relating to the

Financed Projects, and of the revenues collected and the application thereof, and that it will keep said records and accounts with respect to its physical properties in such manner that it will be possible at all times to identify both the amounts and the terms of all additions and retirements. The City and its respective agents, accountants, attorneys, engineers, experts and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of the Authority, whether in the Authority's possession or otherwise accessible by the Authority, relating to the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and all other Financed Projects.

Section 6.10 Access to the Project. The Authority agrees that the City and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Galleria Project and all other Financed Projects at all reasonable times and on reasonable notice.

Section 6.11 Encumbrance or Sale of any Portion of the Project. So long as any of the Senior Lien Bonds shall be outstanding and unpaid, the Authority will not encumber the Galleria Project or any other Financed Project or any part thereof, and it will not sell or otherwise dispose of any Project or any part thereof, except it may sell any Financed Project as a whole, or substantially as a whole, to the State, the County or the Cities or to any other public body or authority authorized to own or operate such Financed Project only if the proceeds of such sale will be at least sufficient to provide for the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and to pay all amounts due to the City under this Agreement or the Funding Agreement, and provided that the proceeds of any such sale to the extent necessary shall be deposited with the Senior Lien Trustee in trust and applied by it to the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and payment of all amounts due to the City. Nothing contained herein, however, shall preclude sale of a part of a Project (a) in the ordinary course of business with respect to equipment no longer needed for the operating of such Project, or (b) in the event the sale would not in any way materially adversely affect the operations or revenue producing capability of the Financed Project and the proceeds from such sale will be applied to payment of all amounts due to the City and the retirement of an agreed-upon pro-rata portion of the then outstanding Senior Lien Bonds (as agreed by the City and the Authority) or as otherwise expressly approved in writing by the City.

Section 6.12 Employment of Project Supervisor. The Authority will employ an experienced Project Supervisor during the construction of any additions, extensions or improvements to the Galleria Project or any other Financed Project for the purpose of supervising such construction of such Project and such additions, extensions and improvements thereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Effective Date and Term of Agreement. This Agreement shall be effective as of the Effective Date. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following, in each case provided that all City's Excess Portion of all Annual Excess Tax Payments and all other amounts owed to the City under this Agreement or under the Funding Agreement have been paid in full (including, without limitation, the City's Excess Portion of the Annual Excess Tax Payments with respect to the Fiscal Year during which the Term ends): (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Funding Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of

the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Operating Agreement exceed fifty (50) years.

Section 7.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 7.3 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to between the City and the Authority.

Section 7.4 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement.

Section 7.5 No Additional Waiver Implied by One Waiver. If any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6 Amendment. This Agreement may be amended or supplemented only by a formal written amendment or supplement duly approved by the respective governing body of each party and duly executed on behalf of the Authority and the City. No consent or agreement of any person not a party to this Agreement (including the Senior Lien Trustee or Bondholders) shall be required for amendment of this Agreement.

Section 7.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 7.8 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified

mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority
Two Galleria Parkway
Atlanta, Georgia 30339
Attention: General Manager/CEO

City: City of Kennesaw, Georgia
2521 J.O. Stephenson Ave.
Kennesaw, Georgia 30144
Attention: City Administrator

Section 7.9 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 7.10 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.11 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.12 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 7.13 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 7.14 Prior Operating Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Operating Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Operating Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND EXHIBIT
HALL AUTHORITY**

By: _____
Chairman

Date: _____

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

EXHIBIT A: ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET – FY 2022 EXAMPLE

Cobb-Marietta Coliseum and Exhibit Hall Authority Annual Excess Tax Payment (AETP) FY2022

	HMT Cobb	HMT Marietta	HMT Smyrna	HMT Acworth	HMT Austell	HMT Kennesaw	HMT Powder Springs	LBTB Cobb	TOTAL
Trustee or Authority									
Receipts of Tax Payments	\$19,305,793	\$717,692	\$1,139,260	\$296,745	\$6,223	\$44,302	\$6,618	\$1,487,205	\$23,003,838
Trustee's Transfer to Debt Service Account in Sinking Fund (DS)									(6,582,030)
Debt Service Reserve Fund Replenishment Transfer (DSRF)									(-0-)
Net Investment Earnings on Tax Payments									36,924
Subtotal									<u>\$16,458,732</u>
Monthly Contract									
Payment	(7,239,673)	-0-	(511,794)	(118,698)	(2,489)	(17,721)	(2,647)		(7,893,022)
Collection Fees	(544,104)	-0-	(31,373)	(8,902)	(187)	(1,329)	(199)	(74,360)	(660,454)
Net Authority Receipts	<u>11,522,016</u>	<u>717,692</u>	<u>596,093</u>	<u>169,145</u>	<u>3,547</u>	<u>25,252</u>	<u>3,772</u>	<u>1,412,845</u>	<u>\$7,905,256</u>
	88.4%	5.5%	4.6%	1.3%	0.0%	0.2%	0.0%		
								Less CT&T Cash Payment	(1,104,036)
								Annual Excess Tax Payments	<u>\$6,801,220</u>
								Authority Share (62.5%)	\$4,250,762
								County/Cities Share (37.5%)	<u>\$2,550,458</u>
									<u>\$6,801,220</u>
FY 2022 Annual Excess Tax Payment	Pro Rata	AETP Payable	<i>Paid From HMT</i>	<i>LBTB</i>	<i>Total</i>				
Cobb County	88.4%	\$2,253,989	\$841,144	\$1,412,845	\$2,253,989				
Marietta	5.5%	140,398	140,398		140,398				
Smyrna	4.6%	116,610	116,610		116,610				
Acworth	1.3%	33,089	38,089		33,089				
Austell	0.0%	694	694		694				
Kennesaw	0.2%	4,940	4,940		4,940				
Powder Springs	0.0%	738	738		738				
	<u>100.0%</u>	<u>\$2,550,458</u>	<u>\$1,137,613</u>	<u>\$1,412,845</u>	<u>\$2,550,458</u>				

* FY 2022	Annual Excess Tax Payments - Breakdown	
	LBTB Portion	\$1,412,845
	HMT Portion	<u>\$5,388,375</u>
		<u>\$6,801,220</u>

Annual Excess Tax Payment to be calculated monthly, with final annual true-up calculation to control.

Annual Excess Tax Payment defined as (a) HMT plus LBTB receipts plus Net Investment Earnings on Tax Payments, less (b) DS, DSRF, Monthly Contract Payment, Collection Fees, CT&T cash payments.

Annual Excess Tax Payment distribution percentages based on HMT only, excludes the County's LBTB.

* HMT applied to DS, DSRF and CT&T cash payments first, then LBTB applied as needed.

EXECUTION COPY

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Operating Agreement dated as of December 1, 1991,
and amended as of October 1, 1996]

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EXHIBIT A - ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT (this “**Agreement**”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “**State**”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Operating Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 *et seq.*, as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “...developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State of Georgia;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “State Constitution”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Operating Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection the hereinafter defined Galleria Project;

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement (as defined herein) to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”) pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Operating Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to the Funding Agreement (as defined herein); and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Operating Agreement in its entirety and have agreed to contemporaneously enter into the Funding Agreement in order to amend and restate the Prior Funding Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, (a) the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and

phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Funding Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Annual Excess Tax Payments” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the remaining balance amount that would have remained in the Tax Payments Fund at the end of such Fiscal Year after (a) deducting all amounts paid pursuant to subparts (i) through and including (iv) of Section 4.2(b) of this Agreement during such Fiscal Year as if no other amounts had been withdrawn from the Tax Payments Fund, (b) adding the amount of any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and (c) adding the amount of any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund, as determined at the end of each Fiscal Year in accordance with Section 4.2(b)(vi) hereof.

“Annual Excess Tax Payments Above the Cap” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount by which the total Annual Excess Tax Payments amount exceeds the amount of the Cap on Authority’s Excess Portion for such Fiscal Year.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Funding Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to 62.5% of the Annual Excess Tax Payments for such Fiscal Year, subject to the Cap on Authority’s Excess Portion, provided, such amount also shall be subject to the Cap on Authority’s Excess Portion.

“Bond Financing Documents” means, collectively, the Funding Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Cap on Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount equaling (x) 1.25 multiplied by (y) the highest Fiscal Year total of the amount of all County Tax Payments and all Cities Hotel/Motel Tax Payments paid by the County and

Cities to the Authority or the Senior Lien Trustee by or on behalf of the Authority in the five most recent Fiscal Years.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) of the Funding Agreement with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) of the Funding Agreement with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for such Fiscal Year.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) the Funding Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and as applicable all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) this Agreement, and (c) the operating agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” and **“Conforming Cities”** means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities

Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” and **“Conforming Cities Operating Agreements”** means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Collection Fee(s)” means the collection fee payable to the County in accordance with the County Operating Agreement for costs incurred by the County in connection with levying, collecting and administering the Hotel/Motel Tax and the Liquor-by-the-Drink Tax, which collection fee shall be calculated in accordance with the County Operating Agreement.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Liquor-by-the-Drink Tax Payments” means the payments of Liquor-by-the-Drink Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Monthly Contract Payments” means the payments due to the County monthly in accordance with the County Operating Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Hotel/Motel Tax Payments” means, collectively, the County Hotel/Motel Tax Payments and the Cities Hotel/Motel Tax Payments.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“CT&T” means Cobb Travel & Tourism, Inc., a Georgia nonprofit corporation, or any successor nonprofit corporation or alternative nonprofit corporation approved by the County and the Authority and satisfying the requirements of the Hotel/Motel Tax Law with respect to such nonprofit corporation’s

expenditure of County/Cities Hotel/Motel Tax Payments pursuant to a contract with the County or the Authority as a qualified expenditure under the Hotel/Motel Tax Law.

“Effective Date” means October 1, 2023³⁴.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or **“Financed Projects”** means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien Bonds, provided, however, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“Fiscal Year” means the fiscal year for the Authority ending September 30 of each year or such fiscal year as may be changed by appropriate proceedings of the Authority.

“Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement ^{and/or} (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of this Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023 and any future Financed Project undertaken in accordance with the Funding Agreement and this Agreement.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all

County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Project Working Capital Reserve” means funds in an amount not to exceed the sum of 2.0 multiplied by the monthly average amount of the Authority’s then current Fiscal Year’s estimated operating and maintenance expenses of the Galleria Project and all Financed Projects, which amount the Authority may retain in the Operating Revenue Fund in accordance with Section 4.1(b) hereof.

“Pro-Rata Share Per H/MT Contributions” means a pro-rata share of the amount of County/Cities Hotel/Motel Tax Payments made by the County and by all Cities with respect to, as applicable in the context, a calendar month or a Fiscal Year; for example, during Fiscal Year 2022 the City’s Pro-Rata Share Per H/MT Contributions was 0.2% because the total amount of the Cities Hotel/Motel Tax Payments attributed to the City with respect to Fiscal Year 2022 equaled \$25,252 which was 0.2% of the total \$13,037,517 of County/Cities Hotel/Motel Tax Payments made by the County and all Cities to or on behalf of the Authority with respect to such Fiscal Year 2022.

“R&E Minimum Balance Requirement” shall have the meaning set forth in Section 4.3(c) hereof.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of this Agreement, together with any other reserve funds established by the Authority during the Term of this Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of this Agreement.

“Term” means the term of this Agreement set forth in Section 7.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 **Representations and Agreements by the Authority.** The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute

its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject;

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents; and

(ix) The Authority shall make the payments required pursuant to the Funding Agreement or this Agreement, included, without limitation, the payments to the City required under Sections 4.1, 4.2, 4.3, 4.4 and 4.5 hereof, all at the times and in the amounts provided in this Agreement.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City

to execute this Agreement or the Funding Agreement, or its ability to comply with any of its obligations under this Agreement or the Funding Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in the Funding Agreement and this Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Additional Senior Lien Bonds Proposed after the Effective Date.

The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.2 Operation of Financed Projects; Payment of Operating Expenses; Rate Covenant.

(a) The Authority at all times (i) shall operate the Galleria Project and all other Financed Projects undertaken after the Effective Date hereof economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act, (ii) shall maintain the Financed Projects in good condition and shall promptly repair, replace and restore any damage to or destruction of any of the Financed Projects or any portion thereof, (iii) shall maintain adequate insurance with respect to all Projects and all operations of the Authority in accordance with Section 6.9 hereof, and (iv) shall cause all Projects to be maintained and operated so as to make the benefits thereof generally available to the residents within the boundaries of the County.

(b) The Authority shall pay or cause to be paid from Project Operating Revenues all reasonable and necessary costs of operating, maintaining and repairing the Financed Projects including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Financed Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses of the Authority and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Financed Projects in accordance with sound business practice, as specified under Section 4.1(b) hereof.

(c) The Authority shall cause the Project to be operated and maintained economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act. The Authority shall at all times maintain the Project in good condition and repair and shall promptly repair, replace or restore any damage or destruction to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof. It shall also cause the Project to be maintained and operated so as to make its benefits generally available to the residents within the boundaries of the County, and it shall establish and maintain, or cause to be established and maintained, a schedule of rates, fees and charges for the use of the facilities constituting the Project in accordance with the terms hereof; provided, however, this subsection (c) shall not preclude

the Authority from deviating from such schedule and/or negotiating specific rates, fees and charges for specific events and uses.

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ARTICLE IV

CREATION OF FUNDS; FLOW OF FUNDS

Section 4.1 Operating Revenue Fund.

(a) The Authority shall create and maintain a special fund designated as the “Cobb-Marietta Coliseum and Exhibit Hall Authority – Galleria Operating Revenue Fund” separate and apart from other funds and accounts of the Authority.

(b) Commencing on September 1, 2023, the Authority promptly shall collect and deposit into the Operating Revenue Fund and shall use and apply in accordance with this Section 4.1(b) all Project Operating Revenues; provided, however, in no event shall County/Cities Tax Payments or funds received by or on behalf of the Authority derived from or in connection with County/Cities Tax Payments (including, without limitation, payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture) be deposited into the Operating Revenue Fund, and instead such funds shall be deposited into the Tax Payments Fund in accordance with Section 4.2 hereof; provided further, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement; and provided further, however, in accordance with Section 4.3 hereof certain specified Authority’s Excess Portion funds (comprised of funds derived from County/Cities Tax Payments) may be transferred from the Renewal and Expansion Fund to the Operating Revenue Fund in accordance with Section 4.3(d)(iv) hereof. Subject to the foregoing, the Authority shall apply money deposited into the Operating Revenue Fund only for the following purposes in the following order of priority:

(i) First, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any excess Cities Hotel/Motel Tax Payments payable to such Cities from the Operating Revenue Fund in accordance with such Original City Operating Agreement;

(ii) Second, to the payment of operating and maintenance expenses of the Galleria Project and any other Financed Projects in accordance with Section 3.2 hereof and payment of all administrative expenditures related to the Senior Lien Bonds such as Senior Lien Trustee’s fees and expenses, rating agency fees, rebate analyst’s fees and arbitrage rebate payments, and when applicable the transfer to the Tax Payments Fund of an amount equal to the amount of any County Tax Payments and any Cities Hotel/Motel Tax Payments (if paid by Conforming Cities) applied by the Senior Lien Trustee to pay any Rebate Amount under the Senior Lien Indenture;

(iii) Third, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any collection fees due to such Cities in accordance with such Original City Operating Agreement;

(iv) Fourth, subject to the limitations stated hereinafter, to the payment of any amounts for the promotion of tourism, convention or trade shows in the boundaries of the County, including, without limitation, any such amounts required under agreements with CT&T, the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing;

(v) Fifth, the Authority may retain in the Operating Revenue Fund an amount not to exceed the permitted amount of the Project Working Capital Reserve; and

(vi) Sixth, all remaining funds in the Operating Revenue Fund shall be transferred monthly to the Renewal and Expansion Fund.

Notwithstanding the foregoing, (A) the payments under subpart (ii) of this Section 4.1(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under the County Operating Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or Section 4.1(b)(i) hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment in accordance with the County Operating Agreement or not paid in full when due the County Collection Fee in accordance with the County Operating Agreement and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay any amounts under subpart (ii) of this Section 4.1(b) unless such expenditures are specifically approved in writing as set forth in the County Operating Agreement.

Section 4.2 Tax Payments Fund.

(a) The Authority shall create and maintain a special fund designated as the "Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Tax Payments Fund" separate and apart from other funds and accounts of the Authority, and the depository bank's records thereof shall be available for inspection on behalf of the City during normal business hours.

(b) Commencing on September 1, 2023, the Authority shall deposit into the Tax Payments Fund all County/Cities Tax Payments and all payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture derived from or in connection with County/Cities Tax Payments (including, without limitation, all net investment earnings on funds derived from County/Cities Tax Payments held in the Tax Payments Fund), provided, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement. Subject to the foregoing, the Authority shall apply money deposited into the Tax Payments Fund for the following purposes in the following order of priority applying the following specified funds at the following times:

(i) First, monthly on or before the 20th day of each calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve

Account of the Senior Lien Sinking Fund under the Senior Lien Indenture (as such Fund and Accounts or functionally equivalent funds and accounts are identified in the Senior Lien Indenture) in the event that in any month there is a deficiency in the amount required to be on deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds;

(ii) Second, monthly on or before the 25th day of each calendar month, payment to the County and the Conforming Cities based on the amount due the County and due each of such Conforming City (A) the County Monthly Contract Payments and (B) the monthly contract payments (if any) due the respective Conforming Cities pursuant to the respective Conforming City Operating Agreement, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds, and any deficiency in the amount of such County Monthly Contract Payments due to the County and monthly contract payments due to the respective Conforming Cities shall remain due and payable, shall accumulate and shall be added to the next succeeding County Monthly Contract Payments due to the County and monthly contract payments (if any) due to the respective Conforming Cities until paid in full;

(iii) Third, monthly on or before the 25th day of each calendar month, payment pro-rata to the County of the County Collection Fee and the collection fee due to the Conforming Cities (if any) pursuant to the respective Conforming Cities Operating Agreements, applying available County Hotel/Motel Tax Payments funds to pay the County Collection Fee with respect to County Hotel/Motel Tax Payments, applying available Cities Hotel/Motel Tax Payments funds to pay to Conforming Cities (if any) the collection fee due to such Conforming Cities, if any, and applying available County Liquor-by-the-Drink Tax Payments funds to pay the County Collection Fee with respect to the County Liquor-by-the-Drink Tax Payments; in the event the amount of specified funds on deposit in the Tax Payments Fund is not sufficient to pay in full when due such County Collection Fees and Conforming Cities collection fees, payment of such amounts shall be made pro-rata to the County and the applicable Conforming Cities based on the amount due the County and due each of such Conforming Cities (if any), and any deficiency in the amount of such collection fee payments shall remain due and payable, shall accumulate and shall be added to the next succeeding collection fee payments until paid in full;

(iv) Fourth, subject to the limitations set forth hereinafter, and only if and to the extent each such expenditure (x) is an itemized expenditure as set forth in the County Operating Agreement, and (y) conforms to the requirements of the Hotel/Motel Tax Law, cash amounts payable monthly by the Authority to CT&T pursuant to a contract between the Authority and CT&T or other amounts required under agreements for the promotion of tourism, convention or trade shows in the boundaries of the County in accordance with the Hotel/Motel Tax Law, with the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing, provided, however, no money derived from the Liquor-by-the-Drink Tax shall be used for this purpose, and further provided, however, no funds shall be applied to pay or reimburse the Authority for the value of any non-cash in-kind consideration granted by the Authority to CT&T or any other entity such as the value of free or complimentary office space, and the value of any such non-cash in-kind consideration shall not be included in any calculation under this Agreement or the Funding Agreement;

(v) Fifth, provided all amounts payable in accordance with subparts (i) through and including (iv) of this Section 4.2(b) have been paid in full, monthly no earlier than the 25th day of each calendar month, (A) for September 2023, transfer to the R&E Fund the balance in the Tax Payments Fund, and (B) beginning upon the commencement of Fiscal Year 2024 and continuing throughout the Term of this Agreement, transfer to the R&E Fund no more than 62.5% of the remaining balance that would have remained in the Tax Payments Fund (including, without limitation, Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund) after deducting the payments made pursuant to subparts (i) through and including (iv) of this Section 4.2(b); provided, however, each such monthly transfer shall be subject to an annual accounting at the end of each Fiscal Year to determine the amount that would have remained in the Tax Payments Fund at the end of each Fiscal Year after accounting for and including in such calculations any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund, and also after deducting all amounts paid pursuant to subparts (i) through and including (iv) of this Section 4.2(b) as if no other amounts had been withdrawn from the Tax Payments Fund (such Fiscal Year end remaining balance amount for each respective Fiscal Year is referred to herein as the “Annual Excess Tax Payments,” as more fully defined in Article I hereof), which calculation shall be done consistent with the example set forth in the Annual Excess Tax Payments Calculation Spreadsheet attached hereto as **Exhibit A**, provided, however, in the event of any conflict between the terms of this Agreement and the example set forth in **Exhibit A** hereto, the terms of this Agreement shall control; and the Authority shall be entitled to transfer to the R&E Fund with respect to each Fiscal Year no more than 62.5% of the Annual Excess Tax Payments (such 62.5% amount for each respective Fiscal Year is referred to herein as the “Authority’s Excess Portion,” as more fully defined in Article I hereof); provided further, however, in each Fiscal Year commencing with respect to Fiscal Year 2024, the amount the Authority may transfer to the R&E Fund shall be further restricted by and shall not exceed the amount equal to (x) 1.25 multiplied by (y) the highest Fiscal Year total County/Cities Hotel/Motel Tax Payments paid to the Authority or Senior Lien Trustee on behalf of the Authority by the County and the Cities plus the total County Liquor-by-the-Drink Tax Payments, in each case in the five most recent Fiscal Years (the “Cap on Authority’s Excess Portion,” as more fully defined in Article I hereof); and

(vi) Sixth, commencing with respect to Fiscal Year 2024 and continuing throughout the Term of this Agreement, annually no later than sixty (60) days after the end of each such Fiscal Year, (w) payment to the County of the County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments (the amount of such County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “County’s Excess Portion,” as more fully defined in Article I hereof), (x) payment to each of the Conforming Cities their respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, if due under a Conforming City Operating Agreement (the amount of the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “City’s Excess Portion,” as more fully described in Article I hereof), (y) payment to the County of its Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap in such Fiscal Year, and (z) if and to the extent applicable under a Conforming City Operating Agreement, payment to each Conforming City of its respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap; provided the Authority will apply the remaining County Liquor-by-the-Drink Tax Payments funds first and then to the extent necessary apply the County Hotel/Motel Tax Payments funds

to pay to the County its pro-rata share of the Annual Excess Tax Payments Above the Cap; and provided further, the County's Excess Portion shall not be paid to the County and no portion of the Annual Excess Tax Payments shall be paid to any of the Conforming Cities to the extent such payment would result in the balance in the Renewal and Expansion Fund being less than the R&E Minimum Balance Requirement determined in accordance with the limitations set forth in Section 4.3(d)(vi) hereof.

Notwithstanding the foregoing, (A) the payments under subpart (iv) of this Section 4.2(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under this Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment or not paid in full when due the County Collection Fee and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay or transfer from the Tax Payments Fund or otherwise pay any funds attributable to County Tax Payments (x) any amounts under subpart (iv) of this Section 4.2(b) or (y) any amounts under subpart (v) of this Section 4.2(b), unless such expenditures are specifically approved as set forth in the County Operating Agreement.

(c) Attached hereto as **Exhibit A** is the Annual Excess Tax Payments Calculation Spreadsheet.

(d) In no event shall funds in the Tax Payments Fund be applied except as explicitly set forth in this Section 4.2.

Section 4.3 Renewal and Expansion Fund

(a) The Authority shall create and maintain a special fund designated as "Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Renewal and Expansion Fund" separate and apart from other funds of the Authority.

(b) Pursuant to Section 4.1(b)(iv) hereof and, only if required under any Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, pursuant to any such Original Operating Agreement during the Gap Period, the Authority shall transfer to the Renewal and Expansion Fund monthly all money remaining in the Operating Revenue Fund (except the Project Working Capital Reserve amount and except revenues received but not earned during the respective period).

(c) No withdrawal shall be made from the Renewal and Expansion Fund except as permitted under this Section 4.3(c) unless the remaining balance in the Renewal and Expansion Fund will equal no less than \$4,000,000 (the "R&E Minimum Balance Requirement"). In the event any withdrawal from the Renewal and Expansion Fund would cause the balance in the Renewal and Expansion Fund to be less than the R&E Minimum Balance Requirement, then withdrawals shall be made only for the purposes set forth in subparts (i) through and including (iii) of Section 4.3(d) hereof and transfers to the Operating Revenues Fund shall be made only to pay specific operating expenses expressly determined by the Authority to be necessary for required operations after depletion of the Project Working Capital Reserve

and only to pay specific capital expenditures expressly determined by the Authority to be necessary for required emergency capital improvements or emergency repairs. In the event the R&E Minimum Balance Requirement is satisfied and will remain satisfied following proposed withdrawals, then the Authority shall disburse funds from the Renewal and Expansion Fund in accordance with all subparts of Section 4.3(d) hereof.

(d) The Authority shall disburse funds from the Renewal and Expansion Fund for the purposes set forth in subparts (i), (ii) and (iii) when provided hereinafter in the stated order of priority; and to the extent of available money in the Renewal and Expansion Fund and subject to and in accordance with Section 4.3(c) hereof, the Authority may disburse funds from the Renewal and Expansion Fund for any purpose set forth hereinafter:

(i) First, on or before the 20th day of any applicable calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture in the event that in any month there is a deficiency in the amount required to be on deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture;

(ii) Second, on or before the 25th day of any applicable calendar month, payment of any County Monthly Contract Payment payable to the County that has not been paid in full when due and any similar monthly contract payment due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iii) Third, on or before the 25th day of any applicable calendar month, payment of any County Collection Fee payable to the County that has not been paid in full when due and any similar collection fee due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iv) Fourth, transfer to the Operating Revenue Fund amounts required to pay operating and maintenance expenses of the Galleria Project and any other Financed Project to the extent money in the Operating Revenue Fund are not sufficient for such purpose;

(v) Fifth, in case of an emergency having a major effect upon a Financed Project caused by some extraordinary occurrence that makes it necessary to use such funds for the alleviation or removal of such effects and insufficient money is available in the Operating Revenue Fund to meet such emergency; and

(vi) Sixth, payment of the costs of capital improvements, replacements, additions, expansions, renovations and improvements and acquiring equipment and paying the cost of any architectural or engineering studies, surveys or plans and specifications pertaining to the future development or expansion of the Galleria Project or any other Financed Project, provided, however, such expenditures shall not reduce the balance in the R&E Fund to less the R&E Minimum Balance Requirement and provided further, however, no payment shall be made under this subsection (vi) if the making of such payment would jeopardize the ability of the Authority to make the payment in full of (w) the County's Excess Portion of the Annual Excess Tax Payments, (x) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, (y) the County's Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, and (z) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, all in accordance with Section 4.2(b)(vi) hereof, and provided further, however, specific capital expenditures expressly

determined by the Authority to be necessary for required emergency capital improvements or emergency repairs shall be an exception to the provisions of preceding provisos in this subsection (vi).

Section 4.4 Payment of City's Monthly Contract Payments. The Authority shall repay to the City monthly, on or before the 25th day of each calendar month, an amount equal to 40 percent of the Cities Hotel/Motel Tax Payments paid by the City pursuant to Section 4.4(a) or 4.4(b) of the Funding Agreement (such 40% being the "City Monthly Contract Payment"). In the event that an increase in Hotel/Motel Tax revenues is payable due to an expansion of the corporate limits of the City as provided in Section 4.3 of the Funding Agreement, the amount payable to City as the City Monthly Contract Payment shall be increased to an amount equal to 62.5 percent of the Cities Hotel/Motel Tax Payments paid by the City which is attributable solely to the Hotel/Motel Tax revenues collected within the additional area included within the City. The Authority shall make such payment to the City from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(ii) hereof promptly following the Authority's payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(ii) hereof. Any deficiency in the amount of the City Monthly Contract Payment to the City required under this Section 4.4 shall remain due to the City, shall accumulate and shall be added to the next succeeding payment due to the City under this Section 4.4 until paid in full.

Section 4.5 Payment of City's Collection Fee. The Authority shall pay to the City monthly, on or before the 25th day of each calendar month, a collection fee for costs incurred by the City in connection with levying, collecting and administering the Hotel/Motel Tax. The Authority shall make the payment from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(iii) hereof promptly following the Authority's payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(iii) hereof. The collection fee payable to the City hereunder shall be in an amount equal to (x) all Cities Hotel/Motel Tax Payments paid by the City during each applicable calendar month, (y) less amounts paid to the City pursuant to Section 4.4 hereof during such month, and (z) multiplied by five percent (5%). Any deficiency in the amount of the payment to the City required under this Section 4.5 shall remain due to the City, shall accumulate and shall be added to the next succeeding collection fee payment due to the City under this Section 4.5 until paid in full.

ARTICLE V

SPECIAL COVENANTS OF THE CITY AND THE AUTHORITY

Section 5.1 Hotel/Motel Tax Budget Plan, and Quarterly and Annual Accounting.

(a) In accordance with O.C.G.A. 48-13-51(a)(9)(A), prior to the commencement of each Fiscal Year during the Term of this Agreement, pursuant to the Hotel/Motel Tax Law the City shall adopt a hotel/motel tax budget plan specifying how the City's anticipated Hotel/Motel Tax receipts will be expended in accordance with the expenditure requirements of O.C.G.A. 48-13-51(a)(5.1) during the upcoming Fiscal Year. Prior to adoption of the budget plan, the City shall obtain and the Authority shall provide a budget for expenditures to be made by the Authority and such budget shall be a part of the City's budget plan.

(b) In accordance with O.C.G.A. 48-13-51(a)(9)(B)(i), the City's determination of whether the expenditure requirement under O.C.G.A. 48-13-51(a)(5.1) was satisfied for each Fiscal Year shall be prominently reflected in the audit report of the City. The calculation for determining whether the expenditure requirements have been met shall be determined by (i) calculating the amount of funds

expended or contractually committed for expenditure during the Fiscal Year and (ii) expressing such amount as a percentage of Hotel/Motel Tax receipts during the Fiscal Year.

Section 5.2 Reports to Department of Community Affairs. The City shall file annually with the State Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY

Section 6.1 Release Covenant. The Authority covenants and agrees with the City that the City shall not be liable for, and to the full extent permitted by law the Authority shall hold the City harmless from, any and all claims by or on behalf of any person arising from: (1) the conduct, operation or management of, or from any work or thing done in or on, any Project; (ii) any condition of any Project, (iii) any act of negligence, malfeasance or misconduct of the Authority or of any agents, contractors, servants, employees or licensees of the Authority or of any lessee or tenant of the Authority; and (iv) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in any Project.

Section 6.2 Financial Statements. The Authority will have a certified audit performed at the end of each Fiscal Year by a certified public accountant and will cause such audit to be completed and delivered to the City promptly upon completion and in any event within 180 days after the end of the Fiscal Year. The Authority will furnish the City with a copy of its audited financial statements promptly upon completion of the annual audit.

Section 6.3 Financial Information. The Authority shall furnish to the City upon written request any unaudited monthly financial statements prepared by or on behalf of the Authority's staff for presentation to the Authority.

Section 6.4 Rules and Regulations. The Authority covenants and agrees that (i) it will enforce or cause to be enforced reasonable rules and regulations governing the Galleria Project and all other Financed Projects and the operation thereof, (ii) all compensation, salaries, bonuses, fees and wages paid or caused to be paid by it in connection with the operation, repair and maintenance of the Financed Project will be reasonable, (iii) no more persons will be employed than are necessary, (iv) that it will operate in an efficient and economical manner, (v) it will at all times maintain or cause to be maintained the Galleria Project and all other Financed Projects in good repair and in sound operating condition, and will make or cause to be made all necessary repairs, renewals and replacements thereto, and (vi) it will comply or cause to be complied with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 6.5 Contracting Procedure. The Authority hereby covenants and agrees that any contract relating to the acquisition, construction, installation, extension, improvement, maintenance or repair of the Financed Project shall be procured in accordance with applicable law.

Section 6.6 Granting of Easements. The Authority may at any time or times cause to be granted easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Galleria Project and all other Financed Projects and may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Galleria Project and all other Financed Projects for reasonable and adequate consideration. In connection with any such grant or any sale permitted hereunder, if any, the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or asset.

Section 6.7 Discharge of Liens. The Authority will promptly pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands, which, if unpaid, might by law become a lien upon the Galleria Project or any other Financed Project, or any part thereof, or upon the revenues therefrom; provided, however, that nothing contained in this Section shall require the Authority to pay, or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith with due diligence and by appropriate legal proceedings.

Section 6.8 Maintenance of Insurance; Damage; Destruction or Condemnation of Financed Projects.

(a) The Authority will carry adequate public liability, fidelity, and property insurance with respect to the Galleria Project and all other Financed Projects, with reasonable deductible amounts as applicable; all such policies shall be for the benefit of and made payable to the Authority; and the Authority will provide copies of such policies to the City upon written request.

(b) The proceeds of the Authority's property insurance coverage shall be available for and shall be applied to the repair and replacement of the damaged or destroyed property; provided, that in the event the Authority shall obtain a certification of an independent architect or engineer to the effect that the applicable Project cannot be repaired to a condition permitting its operation substantially at the level of operation prior to such damage or destruction, then the proceeds of such coverage shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that the applicable Project may be operated substantially at the level of operation prior to such damage or destruction without such repair or replacement, then the proceeds may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date. Except to the extent such proceeds are payable to third parties, the proceeds of the performance and payment bonds or other insurance during construction shall be available for and shall, to the extent necessary, be applied to the completion of the applicable Project and of any renewal, replacement, addition, extension, or improvement to such Project in connection with which such coverage was obtained, but to the extent not so used shall be deposited in, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

(c) All insurance policies or other evidence of the coverage required hereunder shall be open to inspection of the City and its respective duly authorized agents, accountants, attorneys, experts and representatives at reasonable times and upon reasonable request.

(d) In the event the Galleria Project or any other Financed Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority shall apply the proceeds

of any such condemnation award to restore the applicable Project to substantially the same condition as before such taking; provided, that if the Authority shall obtain a certification of an independent architect or engineer to the effect that such Project cannot be restored to a condition permitting its operation at substantially the level of operation prior to such taking, then the proceeds of such condemnation award shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that such Project may be operated substantially at the level of operation prior to such taking without such restoration, then the proceeds of such condemnation award may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

Section 6.9 Books and Records. The Authority covenants that it will keep the funds and accounts of the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and each Financed Project separate from all other funds and accounts of the Authority, or any of its departments, and that it will keep accurate records and accounts of all items of cost and all expenditures relating to the Financed Projects, and of the revenues collected and the application thereof, and that it will keep said records and accounts with respect to its physical properties in such manner that it will be possible at all times to identify both the amounts and the terms of all additions and retirements. The City and its respective agents, accountants, attorneys, engineers, experts and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of the Authority, whether in the Authority's possession or otherwise accessible by the Authority, relating to the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and all other Financed Projects.

Section 6.10 Access to the Project. The Authority agrees that the City and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Galleria Project and all other Financed Projects at all reasonable times and on reasonable notice.

Section 6.11 Encumbrance or Sale of any Portion of the Project. So long as any of the Senior Lien Bonds shall be outstanding and unpaid, the Authority will not encumber the Galleria Project or any other Financed Project or any part thereof, and it will not sell or otherwise dispose of any Project or any part thereof, except it may sell any Financed Project as a whole, or substantially as a whole, to the State, the County or the Cities or to any other public body or authority authorized to own or operate such Financed Project only if the proceeds of such sale will be at least sufficient to provide for the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and to pay all amounts due to the City under this Agreement or the Funding Agreement, and provided that the proceeds of any such sale to the extent necessary shall be deposited with the Senior Lien Trustee in trust and applied by it to the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and payment of all amounts due to the City. Nothing contained herein, however, shall preclude sale of a part of a Project (a) in the ordinary course of business with respect to equipment no longer needed for the operating of such Project, or (b) in the event the sale would not in any way materially adversely affect the operations or revenue producing capability of the Financed Project and the proceeds from such sale will be applied to payment of all amounts due to the City and the retirement of an agreed-upon pro-rata portion of the then outstanding Senior Lien Bonds (as agreed by the City and the Authority) or as otherwise expressly approved in writing by the City.

Section 6.12 Employment of Project Supervisor. The Authority will employ an experienced Project Supervisor during the construction of any additions, extensions or improvements to the Galleria Project or any other Financed Project for the purpose of supervising such construction of such Project and such additions, extensions and improvements thereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Effective Date and Term of Agreement. This Agreement shall be effective as of the Effective Date. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following, in each case provided that all City's Excess Portion of all Annual Excess Tax Payments and all other amounts owed to the City under this Agreement or under the Funding Agreement have been paid in full (including, without limitation, the City's Excess Portion of the Annual Excess Tax Payments with respect to the Fiscal Year during which the Term ends): (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Funding Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Operating Agreement exceed fifty (50) years.

Section 7.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 7.3 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to between the City and the Authority.

Section 7.4 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement.

Section 7.5 No Additional Waiver Implied by One Waiver. If any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6 Amendment. This Agreement may be amended or supplemented only by a formal written amendment or supplement duly approved by the respective governing body of each party and duly executed on behalf of the Authority and the City. No consent or agreement of any person not a party to this Agreement (including the Senior Lien Trustee or Bondholders) shall be required for amendment of this Agreement.

Section 7.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 7.8 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

inding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.	Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority Two Galleria Parkway Atlanta, Georgia 30339 Attention: General Manager/CEO City: City of Kennesaw, Georgia 2521 J.O. Stephenson Ave. Kennesaw, Georgia 30144 Attention: City Administrator	Section 7.9 B
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Section 7.10 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.11 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.12 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 7.13 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 7.14 Prior ~~Funding~~Operating Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Operating Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Operating Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND EXHIBIT
HALL AUTHORITY**

By: _____
Chairman

Date: _____

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

EXHIBIT A: ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET – FY 2022 EXAMPLE

**Cobb-Marietta Coliseum and Exhibit Hall Authority
Annual Excess Tax Payment (AETP)
FY2022**

	HMT Cobb	HMT Marietta	HMT Smyrna	HMT Acworth	HMT Austell	HMT Kennesaw	HMT Powder Springs	LBTB Cobb	TOTAL
Trustee or Authority									
Receipts of Tax Payments	\$19,305,793	\$717,692	\$1,139,260	\$296,745	\$6,223	\$44,302	\$6,618	\$1,487,205	\$23,003,838
Trustee's Transfer to Debt Service Account in Sinking Fund (DS)									(6,582,030)
Debt Service Reserve Fund Replenishment Transfer (DSRF)									(-0-)
Net Investment Earnings on Tax Payments									36,924
Subtotal									<u>\$16,458,732</u>
Monthly Contract									
Payment	(7,239,673)	-0-	(511,794)	(118,698)	(2,489)	(17,721)	(2,647)		(7,893,022)
Collection Fees	(544,104)	-0-				(1,329)	(199)		(660,454)
			(31,373)	(8,902)	(187)			(74,360)	
Net Authority Receipts	<u>11,522,016</u>	<u>717,692</u>	<u>596,093</u>	<u>169,145</u>	<u>3,547</u>	<u>25,252</u>	<u>3,772</u>	<u>1,412,845</u>	<u>\$7,905,256</u>
	88.4%	5.5%	4.6%	1.3%	0.0%	0.2%	0.0%		

Less CT&T Cash Payment
(1,104,036)

Annual Excess Tax Payments **\$6,801,220**

Authority Share (62.5%) \$4,250,762
County/Cities Share (37.5%) \$2,550,458
\$6,801,220

FY 2022 Annual Excess Tax Payment	Pro Rata	AETP Payable	<i>Paid From HMT</i>	<i>LBTB</i>	<i>Total</i>
Cobb County	88.4%	\$2,253,989		\$1,412,845	\$2,253,989
			\$841,144		
Marietta	5.5%		140,398		140,398
		140,398			
Smyrna	4.6%		116,610		116,610
		116,610			
Acworth	1.3%		38,089		38,089
		38,089			
Austell	0.0%		694		694
		694			
Kennesaw	0.2%		4,940		4,940
		4,940			
Powder Springs	0.0%		738		738
		738			
	<u>100.0%</u>	<u>\$2,550,458</u>	<u>\$1,137,613</u>	<u>\$1,412,845</u>	<u>\$2,550,458</u>

* FY 2022 Annual Excess Tax Payments -
Breakdown

LBTB Portion \$1,412,845

HMT Portion \$5,388,375

\$6,801,220

Annual Excess Tax Payment to be calculated monthly, with final annual true-up calculation to control.

Annual Excess Tax Payment defined as (a) HMT plus LBTD receipts plus Net Investment Earnings on Tax Payments, less (b) DS, DSRF, Monthly Contract Payment, Collection Fees, CT&T cash payments.

Annual Excess Tax Payment distribution percentages based on HMT only, excludes the County's LBTD.

* HMT applied to DS, DSRF and CT&T cash payments first, then LBTD applied as needed.

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 1/27/2025 6:01:00 PM	
Style name: GT-7 - Moves included, headers and footers included, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/ACTIVE/685210320/5	
Modified DMS: iw://dmsamericas.gtlaw.com/ACTIVE/685210320/6	
Changes:	
<u>Add</u>	4
Delete	4
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	8



Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: February 17, 2025
TITLE: **Resolution: Proposal for Depot Park Concrete Repairs**
Consideration for approval of a Resolution accepting the proposal presented by Gay Construction Company.

Summary:

Following a water main break in January 2025, Depot Park is in need of concrete repairs to the sidewalk, entrance drive, and mountable curbs. Gay Construction Company estimates concrete repairs at Depot Park to cost \$30,145.

Recommendation:

The City Manager recommends approval of the resolution and proposal.

Fiscal Impact:

Attachments:

1. RES 2025 - Depot Park Concrete Repairs GCC
2. Gay Construction Company Proposal - Depot Park Concrete Repairs

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____, 2025

**RESOLUTION TO APPROVE PROPOSAL PRESENTED BY GAY CONSTRUCTION
COMPANY FOR DEPOT PARK CONCRETE REPAIRS.**

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

WHEREAS, an unexpected water main break at Depot Park resulted in concrete damage to the sidewalk, entrance drive, and mountable curb; and

WHEREAS, the City requires services from an external construction company to repair or replace the damaged concrete; and

WHEREAS, Gay Construction Company has submitted a proposal for concrete repairs in the amount of \$30,145.

THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute an agreement with Gay Construction Company for the repair of the concrete at Depot Park.

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

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

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Proposal Prepared for: **Ricky Stewart**

Date: **2/6/2025**

Project: **Depot Park Concrete Repairs**

Project Description

This proposal includes the following-

1. GCC Supervision.
2. Traffic control barriers to isolate the work and barriers for the street closure.
3. KPD officers for traffic control- cost of which is included in the estimate at \$6,425.00
If KPD traffic control is not required \$6,425.00 will be deducted from the final price.
4. Saw cut and disposal of existing concrete.
5. Form and place new concrete for sidewalks, entrance drive, and mountable curbs.
6. Removal of all construction debris and final clean of the site.

Clarifications

1. All permitting for the street closure is handled by City of Kennesaw.
2. Project duration is 5 working days

Project Cost

Cost:	\$36,570.00
City to provide KPD Traffic Control deduct	(\$6,425)
Total Cost:	\$30,145.00

Acceptance of Proposal- the above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above

Date of acceptance : _____

Signature : _____

Prepared by:

Phil Rutledge



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill McNair, Parks & Recreation Director
DATE: February 17, 2025
TITLE: **Road Closures: 2025 Events**
Consideration for approval of road closures pertaining to the 2025 Kennesaw Grand Prix Series, Concert Series, and Salute to America.

Summary:

2025 proposed Road Closures for Grand Prix, Salute to America, and Concert Series.

Recommendation:

The Parks and Recreation Director recommends approval of road closures for the 2025 Grand Prix Series, Concert Series, and Salute to America.

Fiscal Impact:

Attachments:

1. 2025 Road Closures Races, Concert, Salute
2. 2025 Salute to America
3. 2025 Amphitheater Events Road Closures
4. Kennesaw Grand Prix 5K Route

2025 Road Closures for Grand Prix, Salute and Concerts

Grand Prix

- Event Timeline
 - 6:30 AM - Race Day Packet Pickup and Day of Registration Begins
 - 7:30 AM - 1 Mile Fun Run Start
 - 8:00 AM - Wheelchair Start
 - 8:05 AM – 5K Start
 - 8:55 AM - Tot Trot
 - 9:15 AM - Awards Ceremony

The following road closures support the Kennesaw Grand Prix Race Series on the following Saturdays; April 26th, June 7th, September 27th, October 25th

Main Street will be closed from Watts Drive to Cherokee Street from 6:00 – 10:00 AM

The following Roads will be closed at Main Street from 6:00 – 10 AM:

- J.O. Stephenson Avenue
- Cherokee Street
- Lewis Street
- Moon Station Road
- Dallas Street
- Whitfield Place
- Park Drive
- Knightsbridge Road
- Paulding Street
- Jiles Road
- Rutledge Road NW
- Cathey Lane

Kennesaw Police will be on-site to monitor traffic and allow cross traffic at Knightsbridge and Jiles Road while ensuring the safety of runners and walkers.

Concert Series

Dates: March 29th, May 3rd, June 14th, September 20th

Event Timeline:

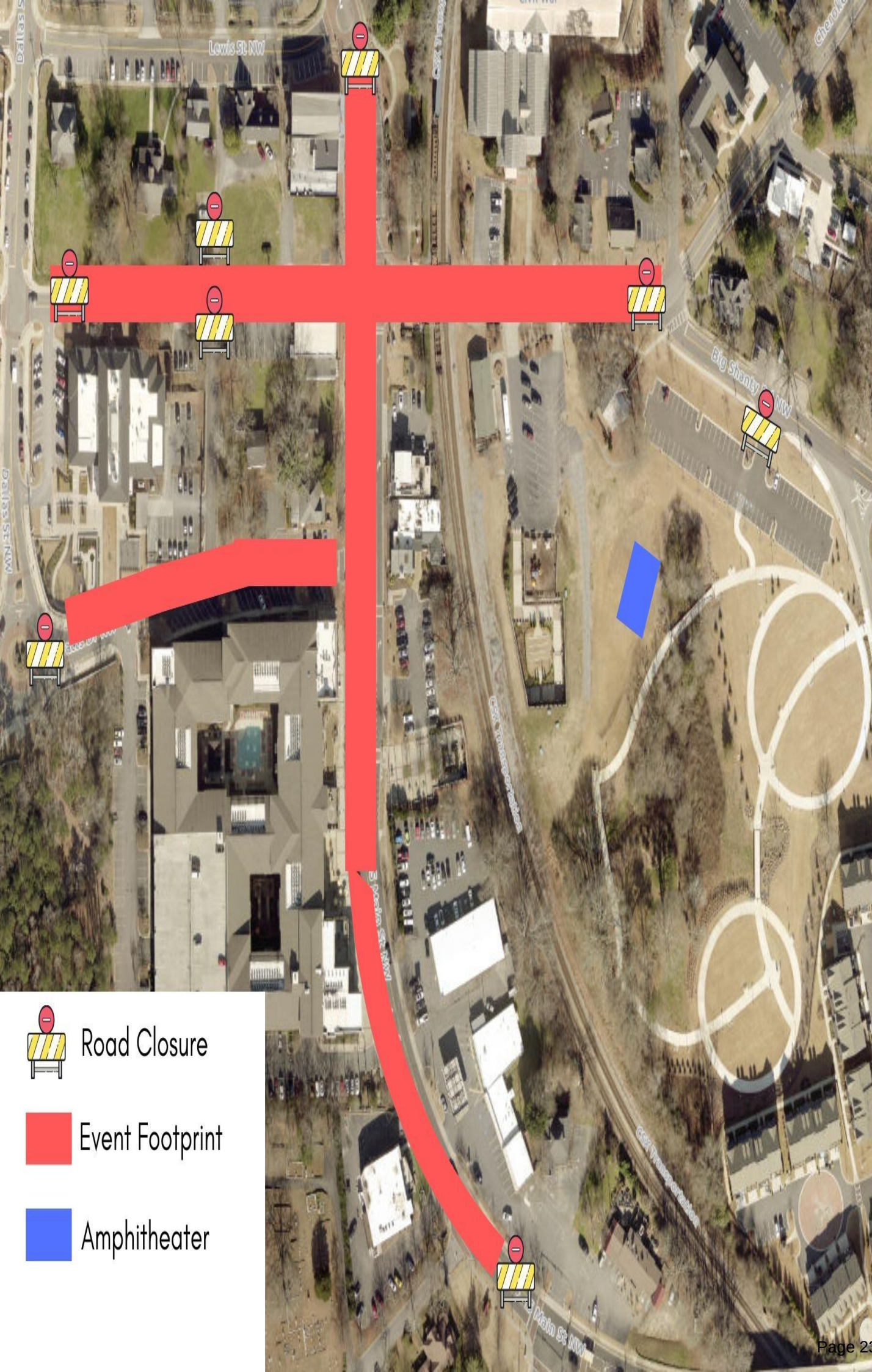
7 am: Guest start placing blankets/seats at amphitheater area
10:30 Tech load in
4 pm Sound Check
4:30 pm: Vendor and Sponsor Load In Begins
5:30 Sponsors and Vendors Ready to Go
6 pm Opener Takes the stage
8 pm Headliner takes the stage
10:30 PM Event Ends
10:30 – 11 pm: Vendors Loud Out

The following road closures support the 2025 concert series at the Piedmont Amphitheater

- Cherokee Street will be closed from Big Shanty Drive to Main Street from 4 pm – 11 pm
- The Depot Park parking lot will be closed by 10 pm the Friday night before each concert.

Salute to America

- Event Timeline
 - 2:30 PM Vendor/Sponsor Load In Begins
 - 4:30 PM Vendor/Sponsor Load In Ends
 - 6:00 PM Event Begins
 - 9:30 PM Fireworks
 - 10:00 PM Event Ends
 - 10 pm – 11pm Load Out
- The following road closures support the Salute to America, July 3rd event:
 - The following roads will be closed from 1:00 PM – 12:00 Midnight on Wednesday, July 3:
 - Main Street closed from Lewis St. to Summers Street
 - Cherokee Street from Big Shanty Drive to Main Street
 - J.O. Stephenson Ave. from Main St. to Dallas St.
 - Watts Dr. from Main Street to Dallas Street
 - The parking lots at Tunnel Plaza and Main Street Eats will be closed 1:00 PM – 12:00 Midnight on Wednesday, July 3
 - Shirley Drive will be closed from Cherokee Street to Carruth Street from 6 am – 11:30 pm for fireworks
 - Depot Park parking lot will be closed Wednesday, July 3
 - City Hall parking lot will close at 12:00 PM Wednesday, July 3 (for employee parking)



Road Closure



Event Footprint

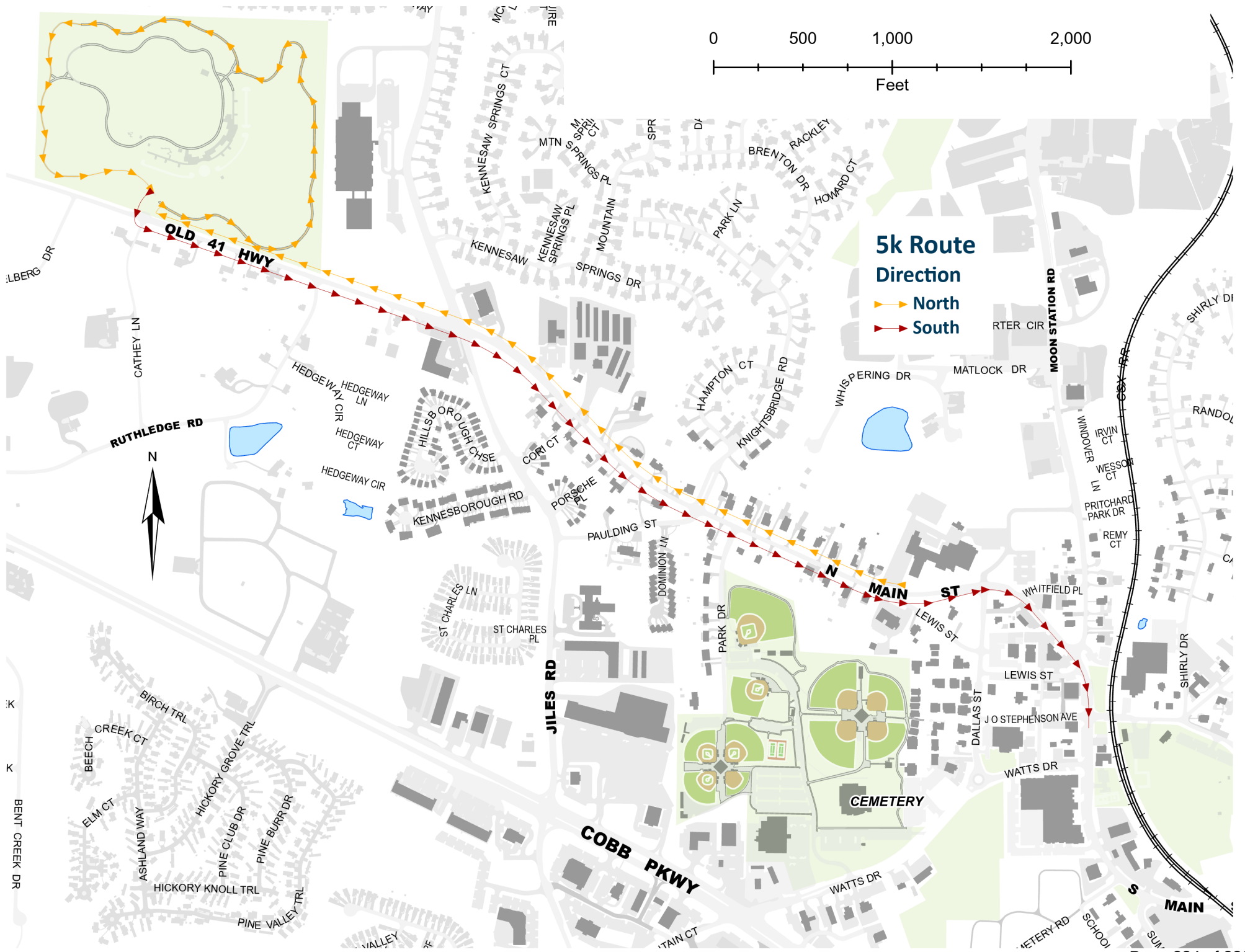


Amphitheater

Salute to America 2025 Layout

Amphitheater Events Road Closure Map





5k Route Direction

- North
- South



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: February 17, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 17, 2025

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None