



**Authority Members**

Mark Allen  
Ian Coats  
Lexie Newhouse  
Nimesh Patel  
Mary Jo Groeneveld  
Doug Edwards  
Leslie Patton

**Kennesaw Downtown Development Authority  
Meeting Agenda  
September 12, 2025 7:30 AM  
Council Chambers  
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

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- 1. Call to Order / Roll Call**
- 2. Approval of the Meeting Minutes**
  - A. Draft meeting minutes 7.11.25
- 3. Financial Report**
  - A. KDDA Financial Report as of 8.31.25
  - B. Review of open invoices
- 4. Old Business**
- 5. New Business**
  - A. Presentation/Discussion Only: Cobb County Farmers Bureau Farmers Market Proposal
  - B. Authorizing Resolution and First Amendment to Rental Agreement between KDDA and Kennesaw Development Owner, LLC (aka The Lacy)
- 6. Main Street Program Updates**
  - A. Announcement of Georgia Downtown Association Award: Outstanding Placemaking Project
  - B. Upcoming event announcements
- 7. Public Comments**
- 8. Board Comments**
- 9. Economic Development Director Comments**

## **10. Executive Session**

- A. Pursuant to the provisions of O.C.G.A. 50-14-3, the KDDA could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A. 50-14-3 (4) and/or real estate matters as provided under O.C.G.A 50-14-3(6).

## **11. Adjourn**

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

**MINUTES OF KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY MEETING  
CITY OF KENNESAW  
Council Chambers  
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)  
July 11, 2025  
7:30 AM**

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Present                      Chair Mark Allen  
                                    Vice Chair Ian Coats  
                                    Treasurer Leslie Patton  
                                    Lexie Newhouse  
                                    Nimesh Patel

**1. Call to Order / Roll Call**

Mark Allen called the meeting to order at 7:30 am.

KDDA members present: Mark Allen, Lexie Newhouse, Leslie Patton, Ian Coats, Nimesh Patel

KDDA members absent: Mary Jo Groeneveld

Staff members present: Luke Howe, Miranda Taylor

**2. Approval of the Meeting Minutes**

A. Draft meeting minutes - 6.13.25

The board reviewed draft minutes from the June 13 meeting. Nimesh Patel made a motion to approve. Lexie Newhouse seconded the motion. The motion passed 5-0.

**3. Financial Report**

A. Financial report as of 6.30.25

Leslie Patton presented the financial report with an ending balance of \$113,664.94. Lexie Newhouse made a motion to approve and was seconded by Ian Coats. The motion passed unanimously.

B. Review of open invoices

No action required as legal invoice statements were received with a zero balance.

**4. Old Business**

**5. New Business**

A. CBD Application: 2785 Watts Drive

This item was taken out of order, following the Call to Order, out of respect for the applicant's time.

Mr. Eric McConaghy presented the CBD application for 2785 Watts Drive on behalf of the property owner, Watts Holdings. He distributed hard copies of an updated business

plan to the KDDA members for their review during his presentation. A copy of the updated business plan will be added to the online packet for the record. The CBD application proposes construction of 8 detached single family homes on the parcel located at 2785 Watts Drive. The applicant has presented the parcel to several commercial users over the years but has not been successful in reaching an agreement with any clients, so he has shifted to a residential use. This application is scheduled to be heard by HPC in July and Mayor & Council in August. If successfully approved by all groups, the applicant indicated construction would begin in November.

Ian Coats asked if there was a plan to relocate the overhead electrical wires along the front of the property. Mr. McConaghy stated that those electrical lines are in the right-of-way and he would not be able to relocate them. Ian also inquired about the timing of the application - why shift to a residential use now after holding the property for so long? Mr. McConoghy stated that he has a desire to develop the vacant lot and bring a quality product to downtown and he was inspired by the housing he's observed in quaint small towns in the northeast.

The board reviewed the updated business plan. There were no further questions for the applicant. Based on the updated business plan submitted by the applicant, Ian Coats made a motion to approve the CBD application as presented. Leslie Patton seconded the motion. The motion passed with a vote of 5-0.

#### B. Election of KDDA Vice-Chair

Nimesh Patel nominated Ian Coats to serve as Vice-Chair; Ian accepted the nomination. Nimesh Patel made a motion to appoint Ian Coats as Vice-Chair of KDDA. Leslie Patton seconded the motion. The motion passed with a vote of 4-0, with Ian Coats abstaining.

#### C. Appointment of additional check signer

Miranda Taylor explained the need for an additional check signer for KDDA. It does not have to be an officer, but should be a KDDA member who is available to sign checks in a timely manner. Lexie Newhouse made a motion to appoint Leslie Patton as an additional check signer. Nimesh Patel seconded the motion. The motion passed 4-0 with Leslie Patton abstaining.

### **6. Main Street Program Updates**

Miranda Taylor reminded the board of the requirement for each board member to complete 2 hours of training and shared online resources available through Georgia Main Street. Mark Allen asked board members to try to make progress in this area by the next meeting to ensure we meet the requirements for our annual assessment.

### **7. Public Comments**

Tracey Viars commented on the Farmers Market and said to keep doing a great job with this event! She also thanked the board for their continued support of KDMA and the First Friday concerts, as these have been well attended and a great event for downtown.

Donovan Giardina commented and asked if we would work on locking the portapotty at the Farmers Market; it is often used by nearby construction crews and then is not very clean for our vendors and customers to use. He also stated that he heard many compliments about the days that an officer was onsite to help with pedestrian crossing and requested that we find a way to continue that presence. Board members agreed and asked staff to coordinate with PD.

## **8. Board Comments**

Mark Allen asked the board to consider if they'd like to change the start time of KDDA meetings; we would keep the same day (2nd Friday) but we could push the start time later. He also asked staff to check the lights in the tunnel and Main Street Plaza to be sure they were still scheduled to come on/off as intended.

Ian Coats reported that he attended the Parks & Recreation public meeting last week, and it was well-supported. Lexie Newhouse stated that she also attended and heard many people sharing requests for a playground downtown.

## **9. Economic Development Director Comments**

Luke Howe provided an update on the CBD applications for the projects submitted for 2690 Keene Street and 2861 N. Main. Both were heard by Mayor & Council this week. Luke shared with the board that development overall is slow right now due to the economic uncertainty. Many developers are asking for slow entitlement processes to allow them more time to mitigate risk and ensure project performance. As a department, we are countering this by putting more focus on community/downtown engagement activities (like pop-up events) and business development and retention. Luke also provided an update on the status of the library parcel purchase and the marketing package for the building at 2881 N Main Street.

## **10. Executive Session**

- A. Pursuant to the provisions of O.C.G.A. 50-14-3, the KDDA could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A. 50-14-3 (4) and/or real estate matters as provided under O.C.G.A 50-14-3(6).

## **11. Adjourn**

With no further business, the Chair called for a motion to adjourn. Lexie Newhouse made the motion, seconded by Ian Coats. Motion passed unanimously and the meeting was adjourned at 8:05 am.

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

[MIN\_SIGNATURES]

Kennesaw Downtown Development Authority  
Operating Cash Activity  
For the Month Ended August 31, 2025

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Beginning Cash	\$ 113,536.90
Cash Receipts:	
Main Street Burger Inc	2,409.30
L&B Brands	377.19
Interest Earned	218.31
Total Cash Receipts	<u>3,004.80</u>
Cash Disbursements:	
Kathryn Collier	742.63
Will Underwood Fence LLC	3,190.00
Republic Services of GA	<u>928.62</u>
Total Cash Disbursements	<u>4,861.25</u>
Ending Cash	<u><u>\$ 111,680.45</u></u>



Account	Name	Balance
<b>Fund: 760 - KDDA FUND</b>		
<b>Assets</b>		
<a href="#">760-0000-11-111200-00000</a>	OPERATING ACCOUNT	111,680.45
<a href="#">760-0000-11-112100-00000</a>	KDDA FACADE	3,725.29
<a href="#">760-0000-11-311100-00000</a>	DUE FROM/TO GENERAL FUND	-2,554.97
	<b>Total Assets:</b>	<b>112,850.77</b>
		<b><u>112,850.77</u></b>
<b>Liability</b>		
<a href="#">760-0000-12-260000-00000</a>	DEPOSITS PAYABLE	3,000.00
	<b>Total Liability:</b>	<b>3,000.00</b>
<b>Equity</b>		
<a href="#">760-0000-13-521400-00000</a>	F/B - UNRESTRICTED	96,759.41
	<b>Total Beginning Equity:</b>	<b>96,759.41</b>
Total Revenue		40,733.77
Total Expense		27,642.41
<b>Revenues Over/Under Expenses</b>		<b>13,091.36</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>109,850.77</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>112,850.77</u></b>



City of Kennesaw

# Income Statement Account Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 760 - KDDA FUND</b>						
<b>Revenue</b>						
<a href="#">760-0000-34-756500-00000</a>	FARMERS MARKET	3,000.00	3,000.00	0.00	1,260.00	1,740.00
<a href="#">760-0000-34-756600-00000</a>	DOWNTOWN MERCH SHOP	1,500.00	1,500.00	0.00	0.00	1,500.00
<a href="#">760-0000-34-758000-00000</a>	HOLIDAY MARKET	2,500.00	2,500.00	0.00	1,391.75	1,108.25
<a href="#">760-0000-34-758500-00000</a>	BEER FESTIVAL REVENUE	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">760-0000-36-100000-00000</a>	INTEREST REVENUES	1,200.00	1,200.00	225.42	1,862.96	-662.96
<a href="#">760-0000-38-100700-00000</a>	RENTS&ROYALTIES(BURGERFI) 2844 S. MAIN	40,518.00	40,518.00	2,409.30	27,450.19	13,067.81
<a href="#">760-0000-38-900000-00000</a>	OTHER (MISCELLANEOUS REV)	25.00	25.00	377.19	8,768.87	-8,743.87
	<b>Revenue Total:</b>	<b>51,243.00</b>	<b>51,243.00</b>	<b>3,011.91</b>	<b>40,733.77</b>	<b>10,509.23</b>
<b>Expense</b>						
<a href="#">760-7550-52-121000-00000</a>	LEGAL SERVICES	15,000.00	15,000.00	0.00	2,557.48	12,442.52
<a href="#">760-7550-52-125000-00000</a>	OTHER PROFESSIONAL SERV	1,500.00	1,500.00	928.62	12,761.02	-11,261.02
<a href="#">760-7550-52-127000-00000</a>	DESIGN & GRAPHIC DESIGN	250.00	250.00	0.00	175.00	75.00
<a href="#">760-7550-52-231000-00000</a>	RENTAL OF LAND & BUILDNG	8,400.00	8,400.00	742.63	8,147.30	252.70
<a href="#">760-7550-52-325000-00000</a>	POSTAGE	100.00	100.00	0.00	1.38	98.62
<a href="#">760-7550-52-330000-00000</a>	ADVERTISING	500.00	500.00	0.00	0.00	500.00
<a href="#">760-7550-52-350000-00000</a>	TRAVEL	500.00	500.00	0.00	0.00	500.00
<a href="#">760-7550-52-363000-00000</a>	MEETING EXPENSES	100.00	100.00	0.00	197.90	-97.90
<a href="#">760-7550-52-371000-00000</a>	PROFESSIONAL DEVELOPMENT	600.00	600.00	0.00	0.00	600.00
<a href="#">760-7550-52-395000-00000</a>	MILEAGE REIMBURSEMENT	250.00	250.00	0.00	0.00	250.00
<a href="#">760-7550-52-540000-00000</a>	DOWNTOWN DEVELOP EXPENSE	0.00	0.00	2,314.62	2,314.62	-2,314.62
<a href="#">760-7550-52-550000-00000</a>	DEVELOPMENT AUTH EXPENSES	15,000.00	15,000.00	0.00	0.00	15,000.00
<a href="#">760-7550-52-615000-00000</a>	FARMERS MARKET	1,560.00	1,560.00	11.95	957.21	602.79
<a href="#">760-7550-52-615500-00000</a>	HOLIDAY MARKET	2,500.00	2,500.00	0.00	500.00	2,000.00
<a href="#">760-7550-52-616600-00000</a>	DOWNTOWN MERCH SHOP	1,500.00	1,500.00	0.00	30.50	1,469.50
<a href="#">760-9000-61-611000-00000</a>	WORKING CAPITAL RESERVE	3,483.00	3,483.00	0.00	0.00	3,483.00
	<b>Expense Total:</b>	<b>51,243.00</b>	<b>51,243.00</b>	<b>3,997.82</b>	<b>27,642.41</b>	<b>23,600.59</b>
	<b>Fund: 760 - KDDA FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-985.91</b>	<b>13,091.36</b>	
	<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-985.91</b>	<b>13,091.36</b>	



## Item Report

**TO:** The Kennesaw Downtown Development Authority  
**FROM:**  
**DATE:** September 12, 2025  
**TITLE:** Presentation/Discussion Only: Cobb County Farmers Bureau Farmers Market Proposal

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. CCFB Farmers Market Proposal (final draft) (002)



# Cobb County Farm Bureau

## Kennesaw Farmers Market Proposal



Presented to:  
City of Kennesaw's Downtown Development Authority

September 10, 2025

## Introduction

### **Who We Are and Why We're Interested in Managing the Kennesaw Farmers Market**

Farm Bureau is more than an insurance provider; it is also a nonprofit organization that amplifies the voice of Georgia's farmers. Through its nonprofit work, Farm Bureau is dedicated to improving the quality of life for both producers and consumers by supporting agriculture. We believe that a thriving agricultural industry builds healthier communities, strengthens the economy, and enriches the lives of all Georgians.

Since 1937, Georgia Farm Bureau has been a steadfast advocate for family farmers, rural communities, and consumers, fostering a deeper understanding of where food comes from and why local agriculture is vital.

The Cobb County Farm Bureau (CCFB) proudly carries this mission forward at the local level. Our commitment is to support both farmers and the community, and managing the Kennesaw Farmers Market is a natural extension of that work. By doing so, we create meaningful connections between local growers and residents, promote agricultural literacy, and strengthen the bond between farmers and the families they serve.

## Partnership

Should the City of Kennesaw's Downtown Development Authority (KDDA) and the Cobb County Farm Bureau (CCFB) agree to partner, with CCFB managing the 2026 Kennesaw Farmers Market, this proposal details our approach to market management.

It is the expectation of CCFB that KDDA would continue to provide the following support (including, but not limited to):

- Use of city-owned property for market space
- A designated City of Kennesaw employee to serve as liaison, assisting with access to historical vendor lists, surveys, volunteer information (e.g., promotional signage placement and storage), and other relevant documentation, as well as providing telephone access on market days
- Access to city-controlled promotional channels, including the City marquee, social media platforms, and other publicity outlets
- Guidance and advisement on traffic-related matters

It is the expectation of CCFB that CCFB would assume responsibility for the following:

- Administration and governance of Vendor Agreements
- Facilitating all market-related communications with vendors (see Vendor Evaluation, Selection, Agreements, and Governance section for additional details)
- Providing staffing to ensure smooth market operations
- Offering supplemental promotion through CCFB publicity outlets

## Financial Approach

### Vendor Types & Fees

CCFB will consider two-types of Vendors and they are defined as “Farmers” who grow and sell things such as seasonal produce, flowers, animal products (meat, dairy, eggs, fiber, etc.) and “Makers” who use ingredients (ideally locally sourced) and make value-added products in the form of shelf stable goods or fresh edible food products.

CCFB will also consider three-types of Vendor fees defined below with **fee prices determined after CCFB has had the opportunity to conduct additional market research.**

- **Seasonal** which is a commitment to pay fees for all market dates in advance
- **Date Specific** which are fees for specific market dates

All fees will be paid in advance and will be non-refundable.

### Compensation Structure

CCFB is committed to the following compensation structure:

- All vendor fees will be payable to CCFB upon vendor acceptance
- CCFB will retain all vendor fees. These funds will be used to help offset costs of administering the market.

## Vendor Management

To honor the requests of Kennesaw Farmers Market patrons for locally grown produce and animal products (such as meat, eggs, dairy, fiber, etc.) and to further the Georgia Farm Bureau’s mission of connecting local growers with residents, **the market will prioritize attracting Farmers and Makers who offer prepared foods.** Ideally, Makers would be able to source local ingredients at wholesale prices, creating an added layer of partnership with area farmers. Achieving this next level of collaboration, however, would require additional coordination with our local growers.

Although the market will include some Maker vendors who do not offer edible products (e.g., artisan crafters, hygiene products, etc.), we intend to limit the number of these participants in order to preserve the Georgia Farm Bureau’s mission of connecting farmers with families. Our goal is to ensure that the Kennesaw Farmers Market remains centered on local agriculture and food, and is not perceived as an “craft fair”.

In alignment with our mission to support the local economy, we also seek to explore partnerships with Kennesaw restaurateurs and merchants—whether through a brick-and-mortar discount program, booth space, or hyper-local food trucks. Similarly, we welcome opportunities to collaborate with Kennesaw businesses that provide live music, dance, or other forms of entertainment, further enriching the market experience for patrons.

## Vendor Evaluation, Selection, Agreements, and Governance

With this proposal, CCFB would have the right to:

- Take over custody and management of the current Farmers Market documents such as, but not limited to, Vendor lists and surveys, Vendor Agreements, licenses and Certification, and Rules and Regulations
- Determine vendor selection criteria
- Solicit and accept vendor applications
- Evaluate all vendor applications
- Provide feedback on vendor selection (acceptance or rejection with rationale)

To support Georgia Farm Bureau's mission to support Georgia grown businesses and cultivate healthy vendor relationships, key provisional revisions will include, but not be limited to:

- Product reselling will be reviewed on a case by case basis
- All goods must be Georgia grown
- CCFB will make every effort to only have 1 specialty product vendor (i.e., mushrooms, honey, etc.) of each type per market

CCFB vendor governance would include the right to inspect goods and terminate vendors that do not adhere to their Vendor Agreement.

## Logistics

### When

CCFB anticipates that the Kennesaw Farmers Market will run from May 1 through August 31 (17 weeks), taking place every Thursday from 3:00 p.m. to 7:00 p.m. However, CCFB would also like the opportunity to further evaluate the feasibility of extending the season.

### Where

Kennesaw Depot Park at 2828 Cherokee St NW parking lot (off Big Shanty Drive) and green space around circular walkways south of the parking lot.

- The Kennesaw Depot Park's parking lot could accommodate up to 40 vendors on the West side and 20 on the East side.
- The intent for the 2026 Farmers Market would be to utilize the 20 spaces on the East side of the parking lot and reserve those spaces for farmers selling produce, meats, flowers, etc.
- Vendors selling made goods would use the green space along the circular walkways South of the parking lot.
- Market patrons could park on the West side of the parking lot with supplemental parking along Main Street or at nearby parking deck.



### Vendor Setup

- Farmers will have first choice on parking lot spaces
- Makers will have secondary access to any remaining parking lot spaces, otherwise they will be placed in the park's green spaces
- Water may be accessed at the Depot building
- Electricity may be accessed at the Depot building
- Additional details will be included in a forthcoming Vendor Certification document

### Path Forward

In the event that both parties agree to partner, with CCFB managing the 2026 Kennesaw Farmers Market, CCFB will conduct additional research and present further considerations to KDDA, with the shared goal of advancing the economic development of Kennesaw.



## Item Report

**TO:** The Kennesaw Downtown Development Authority

**FROM:**

**DATE:** September 12, 2025

**TITLE:** Authorizing Resolution and First Amendment to Rental Agreement between KDDA and Kennesaw Development Owner, LLC (aka The Lacy)

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### Summary:

This Authorizing Resolution and First Amendment to Rental Agreement between the KDDA and Kennesaw Development Owner, LLC outlines an updated formula for calculating PILOT payments for the development located at The Lacy at South Main (2652 S. Main Street). This update will make the PILOT calculation formula consistent between the completed Phase 1 project and the Phase 2 project that has been approved. The proposed documents have been reviewed by legal.

### Recommendation:

### Fiscal Impact:

### Attachments:

1. Authorizing Resolution - 2025 - Kennesaw Development Authority (TR GA Ventures LLC) - 4902-7866-1733 1
2. First Amendment to Rental Agreement - 2025 - Kennesaw Development Authority (TR GA Ventures LLC) - 4935-9903-9333 1
3. Consent to First Amendment to Rental Agreement - 2025 - Kennesaw Development Authority (TR GA Ventures LLC) - 4902-6122-7621 1

## **AUTHORIZING RESOLUTION**

**WHEREAS**, the Kennesaw Downtown Development Authority (the “Authority”) and Kennesaw Development Owner, LLC (the “Tenant”), a limited liability company formed and existing under the laws of the State of Delaware, have previously executed that certain Rental Agreement, dated July 21, 2022 (the “Original Agreement”), between the Authority and the Tenant, pursuant to which the Authority agreed to rent the Facilities defined in the Original Agreement to the Tenant; and

**WHEREAS**, the Authority and the Tenant desire to amend the provisions of the Original Agreement obligating the Tenant to pay “Additional Rent” (as defined therein); and

**WHEREAS**, after careful study and investigation, the Authority desires to enter into the First Amendment to Rental Agreement, to be dated the date of its execution and delivery (the “Amendment”), between the Authority and the Tenant, supplementing and amending the Original Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Kennesaw Downtown Development Authority as follows:

1. The form, terms, and conditions and the execution, delivery, and performance of the Amendment, which has been filed with the Authority, are hereby approved and authorized. The Amendment shall be in substantially the form submitted to the Board of Directors of the Authority with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairman or Vice Chairman of the Authority, whose approval thereof shall be conclusively evidenced by the execution of the Amendment.

2. The Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute on behalf of the Authority the Amendment, and the Secretary or Assistant Secretary of the Authority is hereby authorized and directed to affix thereto and attest the seal of the Authority, upon proper execution and delivery by the Tenant, provided, that in no event shall any such attestation or affixation of the seal of the Authority be required as a prerequisite to the effectiveness thereof, and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to deliver the Amendment on behalf of the Authority to the Tenant and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the consummation of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. This Resolution and the Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the Authority and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this 12th day of September 2025.

**KENNESAW DOWNTOWN  
DEVELOPMENT AUTHORITY**

(SEAL)

Attest:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

**SECRETARY’S CERTIFICATE**

I, \_\_\_\_\_, the duly appointed, qualified, and acting Secretary of the Kennesaw Downtown Development Authority (the “Authority”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on September 12, 2025 by the Board of Directors of the Authority in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Authority, by a vote of \_\_ Yea and \_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

**GIVEN** under my hand and the seal of the Authority, on this 12th day of September 2025.

(SEAL)

\_\_\_\_\_  
Secretary, Kennesaw Downtown Development Authority

-----Space Above This Line for Recorder's Use-----

After recording, please return to:  
Nelson Mullins Riley & Scarborough LLP  
Suite 1700  
201 17th Street, N.W.  
Atlanta, Georgia 30363  
Attn: Joy Pealor

Cross Reference To:  
Deed Book 16077, Page 5447  
Cobb County, Georgia records

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## FIRST AMENDMENT TO RENTAL AGREEMENT

**THIS FIRST AMENDMENT TO RENTAL AGREEMENT** (this “Amendment”), dated September \_\_, 2025, by and between the Kennesaw Downtown Development Authority (the “Landlord”), a public body corporate and politic created and existing under the laws of the State of Georgia, and Kennesaw Development Owner, LLC (the “Tenant”), a limited liability company formed and existing under the laws of the State of Delaware, all in connection with that certain Rental Agreement, dated July 21, 2022 (the “Original Agreement”), between the Landlord and the Tenant.

### W I T N E S S E T H:

**WHEREAS**, the Landlord and the Tenant have previously executed the Original Agreement, pursuant to which the Landlord agreed to rent the Facilities defined in the Original Agreement to the Tenant; and

**WHEREAS**, the Original Agreement is evidenced by that certain Short Form Rental Agreement, which was recorded on August 4, 2022 in Deed Book 16077, Page 5447, in the Cobb County, Georgia records; and

**WHEREAS**, the Landlord and the Tenant desire to amend the provisions of the Original Agreement obligating the Tenant to pay “Additional Rent” (as defined therein);

**NOW, THEREFORE, IN CONSIDERATION OF** the respective representations and agreements hereinafter contained, the parties hereto agree, and the Original Agreement is hereby supplemented and amended, as follows:

**Section 1. Definitions Contained in Original Agreement.** Unless otherwise clearly indicated by the context, all words, terms, and phrases appearing in capitalized form in this Amendment shall have the meanings ascribed to them in the Original Agreement.

**Section 2. Additional Rent.** Section 4.03(d) of the Original Agreement is hereby amended and restated to read as follows:

(d) Additional Rent: The Tenant shall pay to the Landlord rent for the Facilities, on or before each January 1, commencing on January 1 of the calendar year following the calendar year of the Commencement Date, in an amount equal to the sum of \$150,000. Any installment of Additional Rent not paid by the Tenant when due shall continue as an obligation of the Tenant until paid and shall bear interest at the Prime Rate plus two percent (2.00%) per annum.

**Section 3. Confirmation of Original Agreement.** Except as expressly supplemented and amended by this Amendment, the Original Agreement is and shall remain unchanged and in full force and effect in accordance with its terms.

**Section 4. Execution of Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**KENNESAW DOWNTOWN DEVELOPMENT  
AUTHORITY**

(SEAL)

Attest:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

As to the Landlord, signed, sealed,  
and delivered on the \_\_\_ day of  
September 2025, in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(date)

(NOTARIAL SEAL)

**KENNESAW DEVELOPMENT OWNER, LLC**

As to the Tenant, signed, sealed,  
and delivered on the \_\_\_ day of  
September 2025, in the presence of:

BY: KENNESAW DEVELOPMENT VENTURE,  
LLC, its Sole Member

BY: TR KENNESAW, LLC,  
its Managing Member

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Manager

My Commission Expires: \_\_\_\_\_  
(date)

(NOTARIAL SEAL)

**CONSENT TO FIRST AMENDMENT TO RENTAL AGREEMENT**

The undersigned duly authorized representative of **KENNESAW DEVELOPMENT OWNER, LLC** (the “Lender”), for and on behalf of the Lender, **DOES HEREBY CONSENT TO AND APPROVE** the amendment of the Rental Agreement, dated July 21, 2022 (the “Original Agreement”), between the Kennesaw Downtown Development Authority (the “Landlord”) and Kennesaw Development Owner, LLC (the “Tenant”), by a First Amendment to Rental Agreement, dated this date, between the Landlord and the Tenant, as required by Section 11.06 of the Original Agreement.

**DATED** this \_\_\_\_\_ day of September 2025.

**KENNESAW DEVELOPMENT OWNER, LLC**

BY: KENNESAW DEVELOPMENT VENTURE,  
LLC, its Sole Member

BY: TR KENNESAW, LLC,  
its Managing Member

By: \_\_\_\_\_  
Manager



# OUTSTANDING PLACEMAKING PROJECT

KENNESAW | ART BLOOMS



## FOR IMMEDIATE RELEASE

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**Contact:** Renee Coakley  
Community and Economic Development Coordinator  
Georgia Municipal Association  
[rcoakley@gacities.com](mailto:rcoakley@gacities.com)

### **City of Kennesaw Wins Outstanding Placemaking Project at Georgia Downtown Conference**

**KENNESAW, Ga., August 27, 2025** – The city of Kennesaw has been awarded with the Outstanding Placemaking Project at the Georgia Downtown Conference, recognizing their exceptional efforts in enhancing a public area within the city’s historic district. This prestigious award celebrates the organization’s commitment to creating attractive and harmonious improvements that enrich the downtown environment and preserve its historic character.

The Outstanding Placemaking Project Award honors creative, people-centered placemaking projects that enhance public spaces for under \$10,000. These tactical urbanism projects contribute to a more vibrant, welcoming, and engaging environment that reflects the community’s character and sense of place.

“Smith-Gilbert Gardens has created a solid foundation with their annual Art Blooms event,” said Downtown and Main Street Manager Miranda Taylor. “This vibrant celebration of art, nature, and community engagement is a vital part of the city’s public art initiatives. It was our pleasure to partner with them to bring Art Blooms into Downtown Kennesaw. This was an excellent opportunity to encourage community engagement and focus on public art in our downtown area.”

The Georgia Downtown Conference is a premier gathering for downtown development professionals, offering a platform for sharing innovative ideas, strategies, and success stories. The Outstanding Placemaking Award is a highlight of the conference, celebrating projects that enhance the visual appeal, functionality, and overall experience of downtown areas.

The award was presented on August 27 in Gainesville, where Kennesaw was commended for their vision, creativity, and the positive impact of Art Blooms. This award underscores the importance of thoughtful and inclusive design in vibrant public spaces that honor the past while embracing the future.

**About the Georgia Downtown Association:** The Georgia Downtown Association (GDA) is a non-profit statewide organization that connects communities and professionals that are committed to downtown vitality. GDA provides accredited training programs for downtown development professionals, advocates for Georgia’s downtowns, and educates private and public sectors on the economic benefits of a thriving downtown. GDA also hosts the annual Georgia Downtown Conference to offer top-notch educational training and networking opportunities.

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