Mayor
Derek Easterling
City Manager
Jeff Drobney, ICMA-CM
City Clerk
Lea Alvarez, CMC

Council
Madelyn Orochena
Tracey Viars
Jonathon Bothers
Antonio Jones
Anthony Gutierrez-Leon

City Council
Meeting Agenda
January 20, 2026 6:30 PM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

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

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1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Announcements**
5. **Presentations**
6. **Public Comment**
   This section is for comment on any item on the agenda.
7. **Old Business**
8. **New Business**
9. **Committee and Board Reports**
10. **Public Hearing(s)**
    A. **Ordinance: Rezoning Request for 6095 Pine Mountain Road**
    Consideration for approval of an Ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03
11. **Consent Agenda**
    A. **Minutes: January 5, 2026 Regular Meeting A**
    Approval of the January 5, 2026, City Council regular meeting A minutes.
    B. **Minutes: January 5, 2026 Regular Meeting B**
    Approval of the January 5, 2026, City Council regular meeting B minutes.

C. **Minutes: January 5, 2026 Executive Session**
Approval of the January 5, 2026, City Council executive session minutes.

D. **Resolution: Southern Museum Elevator Modernization**
Consideration for approval of a Resolution awarding a contract to Otis Elevator Company for the modernization of the Southern Museum elevator.

E. **Resolution: Professional Planning Services for the City of Kennesaw Livable Centers Initiative (LCI)**
Consideration for approval of a Resolution accepting Pond & Company's proposal to provide professional planning services for the City of Kennesaw's Livable Centers Initiative (LCI) study update.

12. General and Administrative

13. Public Safety

A. **Crime Statistics: December 2025**
Consideration to accept the December 2025 and year-end 2025 crime statistics.

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment
This section is for general comment.

19. City Manager's Report

A. 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: Chanelle Campbell, Planning and Zoning Director

DATE: January 20, 2026

TITLE: **Ordinance: Rezoning Request for 6095 Pine Mountain Road**
Consideration for approval of an Ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03

Summary:
Consideration for approval of a rezoning application submitted by DRB Group Georgia, LLC. Said request is to rezone the property located at 6095 Pine Mountain Rd (Parcel 20014001380) from Highway General Buisiness (HGB) to Planned Unit Development-Residential (PUD-R) for the development of fee simple townhomes. The lot consists of 8.823 +/- acres, and lies in Land Lot 140 Tax Parcel 138. This public hearing was advertised in the Marietta Daily Journal on December 12, 2025, and a public notice sign has been posted on site. The applicant submitted a letter on December 31, 2025, requesting the January 2026 public hearings be postponed to the February 2026 public hearing dates. At the January 7, 2026 meeting, the Planning Commission recommended approval to postpone the rezoning application to the February cycle.

Recommendation:
Planning and Zoning recommends approval of the request to be postponed.

Fiscal Impact:

Attachments:
1. RZ2025-03_6095 Pine Mountain Rd_Staff Analysis
2. RZ2025-03_6095 Pine Mountain Rd_Application Packet
3. RZ2025-03_ 6095 Pine Mountain Rd_Traffic Impact Study
4. RZ2025-03_6095 Pine Mountain Rd_Request to Table to 02-2026
5. 01-07-26 Planning Commission Action Minutes

DIRECTOR OF PLANNING & ZONING
CHANELLE CAMPBELL

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

CONTACT US

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

MAYOR AND COUNCIL
JANUARY 20, 2026

PLANNING COMMISSION
JANUARY 7, 2026

LEGAL ADVERTISEMENTS
DECEMBER 12, 2025

PUBLIC NOTICE SIGN
DECEMBER 12, 2025

APPLICATION SUBMITTED
OCTOBER 17, 2025

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

Property Addresses
6095 Pine Mountain Rd
Applicant
DRB Group Georgia, LLC
Representative
Adam J. Rozen - Rozen, Rozen, Rozen & Reilly, LLP
Property Owner
AP Real Estate Georgia, LLC
Current Zoning
Highway General Business (HGB)
Future Land Use Category
Community Activity Center (CAC)
Project Request: Rezone property from Highway General Business (HGB) to Planned Unit Development– Residential (PUD-R) for the development of 89 fee simple townhomes.
Please see page 6 for project request and intent.

Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** No **Stream:** Yes
Parcel ID #: 20014001380
Land Lot #: 140 **Tax Parcel #:** 138
Land Area: 8.823 +/- acres
Proposed Building SQFT: Please see page 6.

RECOMMENDATION

Staff Recommendation:
Approval to postpone the rezoning application
Please see page 17 for basis for recommendation.

ADJACENT PROPERTY DETAILS

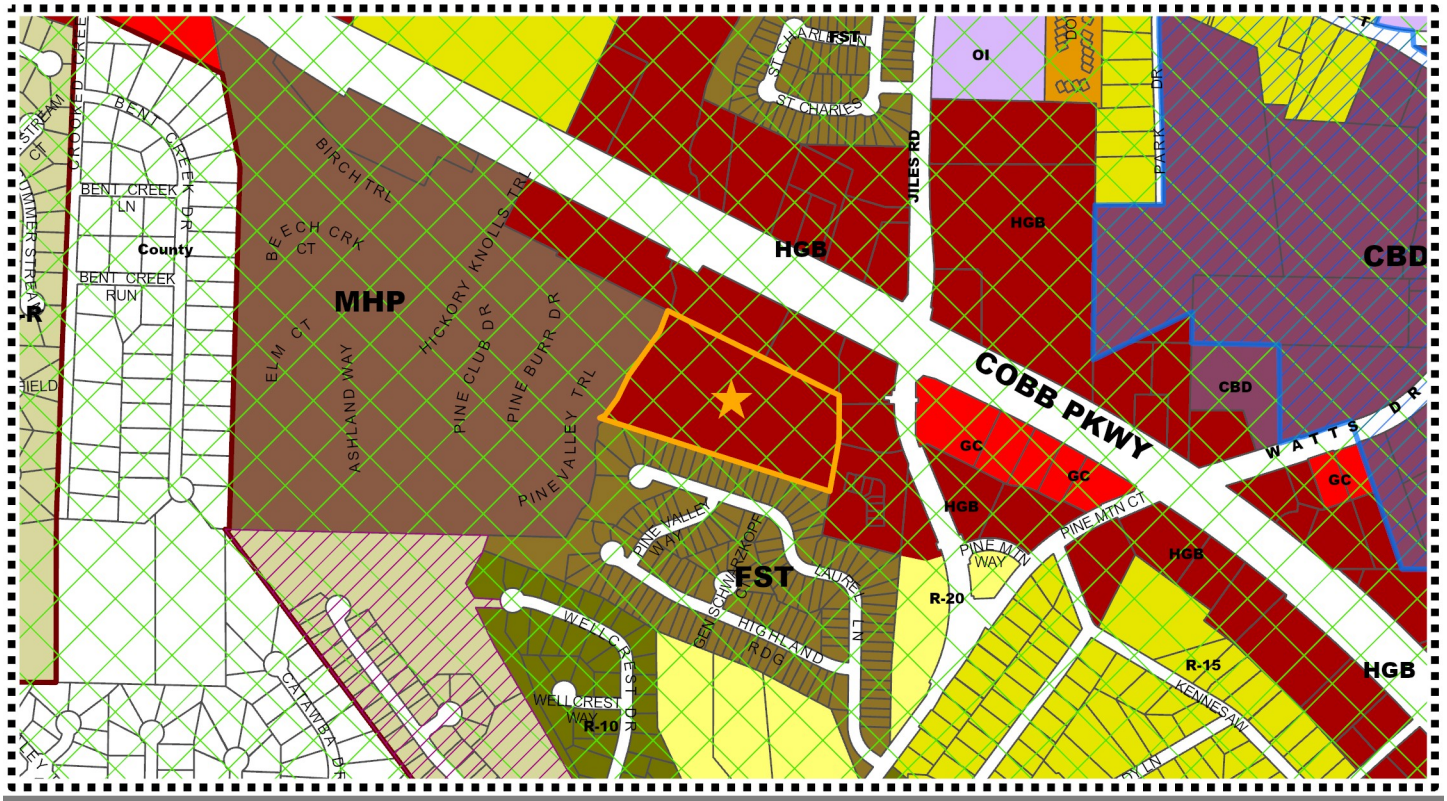
Surrounding Zoning Dist. and Future Land Use

North: No Street
Zoning: Highway General Business (HGB)
Future Land Use: Community Activity Center (CAC)
South: No Street
Zoning: Fee Simple Townhouse (FST)
Future Land Use: Residential High (RH)
East: Pine Mountain Rd
Zoning: Highway General Business (HGB)
Future Land Use: Community Activity Center (CAC)
West: No Street
Zoning: Mobile Home Park (MHP)
Future Land Use: Residential High (RH)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

ZONING MAP



LEGEND

Zoning Districts

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

Form Based Code

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

Zoning Overlays

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

The parcel is currently zoned Highway General Business (HGB) and is bordered by residentially zoned properties to the south, designated as Fee Simple Townhouse (FST), and to the west, designated as Mobile Home Park (MHP). Parcels located directly to the north and east are also zoned Highway General Business (HGB), creating a transition between commercially oriented frontage and established residential neighborhoods. This zoning pattern reflects a mix of uses in the immediate area and underscores the suitability of introducing a residential planned development that can serve as an appropriate buffer between these differing land-use contexts.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

AERIAL MAP

LOCATION:

The 8.823 +/- acre tract is located off Cobb Parkway and is surrounded by a diverse mix of commercial and residential uses. To the west is the mobile home community known as The Woodlands of Kennesaw. To the north is the Kings Crossing shopping center, which includes a variety of retail and office uses such as Bank of America, Cricket Mobile, Omega Family Dentistry, and a hair salon. To the east are office suites with multiple professional uses, including Innovation Compounding, a pharmacy, and a State Farm Insurance office. To the south is the established residential subdivision known as The Village at Pine Mountain.

BACKGROUND

In 2006, the Mayor and Council approved the rezoning of the adjacent parcel (Parcel #20014001470) consisting of approximately 2.88 +/- acres, from General Commercial (GC) and R-20, Single Family Residential to Highway General Business (HGB) to accommodate the development of a business office complex. The project was completed in 2008 and is currently occupied by a multi-tenant office suite development offering a range of professional services, including a pharmacy and a State Farm Insurance office.

In 2018, the Community Development Department received a building permit application for the construction of a nursing home, identified as “Devi Manor Home for Life, LLC”. The proposed facility included approximately 81,115 square feet of building area. Construction commenced shortly thereafter but stalled in 2019, leaving the property in its current partially developed condition.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

EXISTING SITE CONDITIONS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

EXISTING SITE CONDITIONS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

DESCRIPTION OF ZONING REQUEST: **REZONING**

REZONING:
The applicant seeks to change the zoning designation from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) for the construction of residential subdivision.

APPLICATION DETAILS

Pre-Application Meeting
October 21, 2025

Application Submitted
October 17, 2025

Fees Paid
$638.30 (Rezoning)

Certified Letters Mailed
December 12, 2025

PROJECT INTENT

The applicant is requesting to rezone the property to Planned Unit Development - Residential (PUD-R) to construct a development that will consist of eighty-nine (89) Fee Simple Townhomes.

Number of units proposed: 89
Minimum Floor Area: 1000 sq. ft. (2 bedroom unit)

Proposed Amenities: Amenities will include a dog park and gathering places.

UNIFIED DEVELOPMENT CODE

Section 2.01.03.07 - Lot size, setback and building height requirements for developments within the Planned Unit Development zoning district

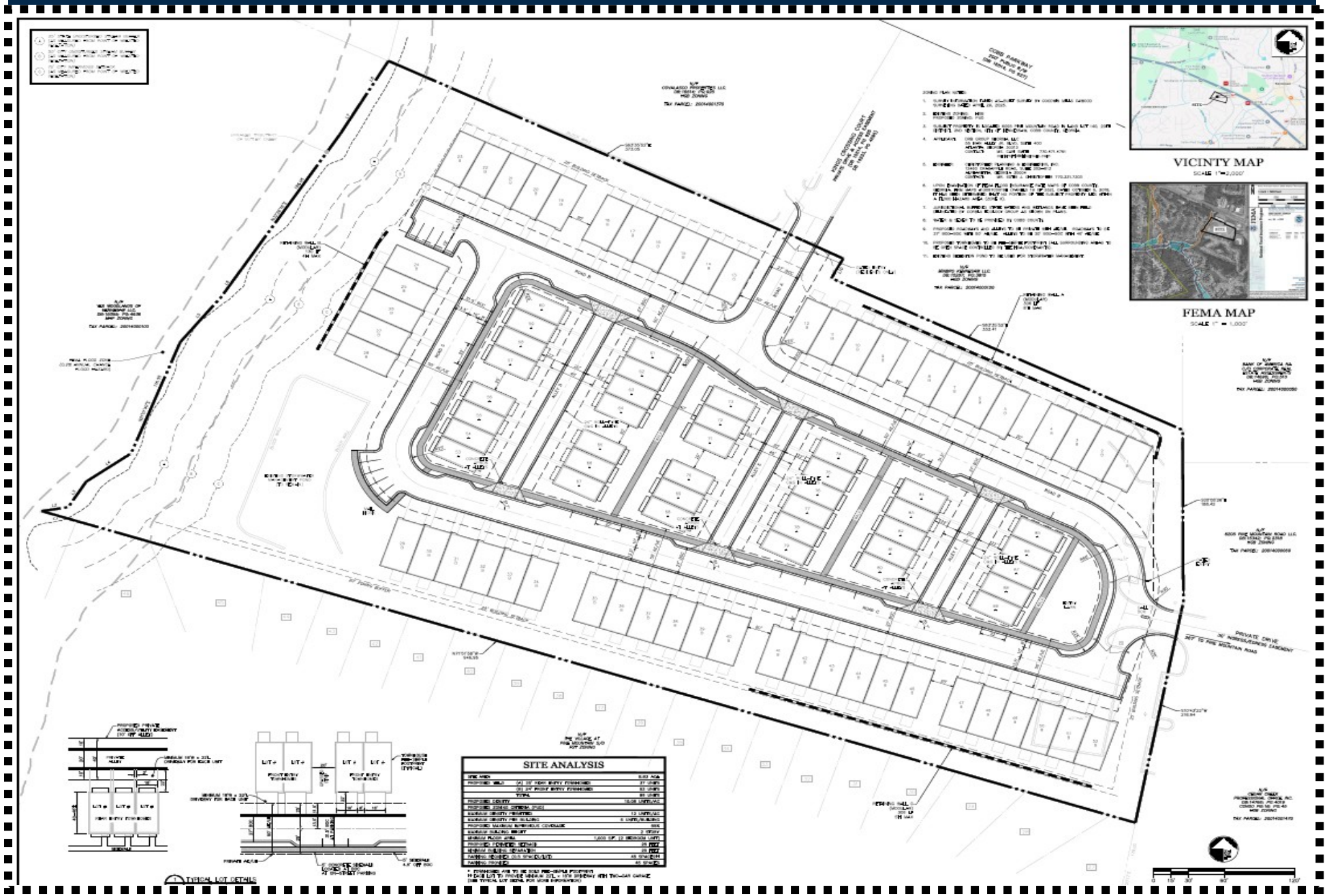
Lot size and setback requirements	Lot by Lot setbacks shall not apply in the PUD-R district; however, no primary structure shall be closer than 15 ft. to another primary structure.
Landscape buffer and screening requirements	Unless otherwise noted within this district's requirements, any property within a PUD-R district which abuts a more restrictively zoned residentially zoned property shall have a minimum of ten-foot landscaped screening buffer. Additionally, during the construction phase, a 40-foot undisturbed buffer shall be maintained except for access points, required detention/retention facilities or utilities. Required buffers may be included within required setbacks; however, in such case that the required buffer is greater than the required setback, the required buffer shall be adhered to. Additionally, necessary private utilities and access drives may be allowed through, over or across a landscaped buffer. Any such uses which are proposed through, over or across a designated undisturbed buffer must be approved pursuant to an original site plan or site plan modification.
Max. Height	35 ft.
Minimum lot size for single family dwelling	8,400 sq. ft.

PROPOSED SITE PLAN

ZONING CASE #: RZ2025-03

PROPOSED SITE PLAN

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 1 OF 3)

ZONING CASE #: RZ2025-03

PROPOSED RENDERING (PAGE 2 OF 3)

ZONING CASE #: RZ2025-03

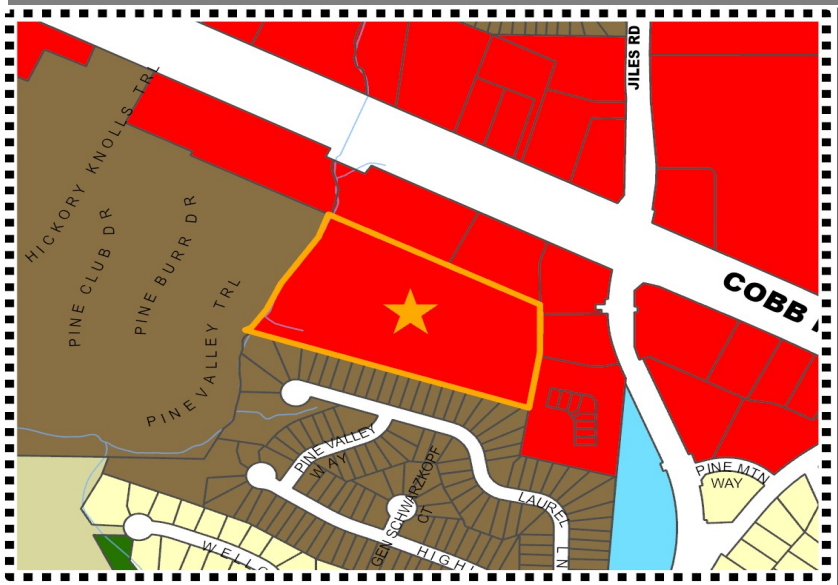
PROPOSED RENDERING (PAGE 3 OF 3)

ZONING CASE #: RZ2025-03

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

FUTURE LAND USE CATEGORY



CAC - COMMUNITY ACTIVITY CENTER

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

LEGEND

Future Land Use

- CAC - Community Activity Center
- DAC - Downtown Activity Center
- I - Industrial
- NAC - Neighborhood Activity Center
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- PUD - Planned Unit Development
- RAC - Regional Activity Center
- RH - Residential High
- RL - Residential Low/Medium
- TCU - Transportation Communication Utilities

FUTURE LAND USE ANALYSIS

The Comprehensive Plan designates the properties fronting Cobb Parkway as a Community Activity Center (CAC), an area intended to accommodate a balanced mix of commercial, civic, and residential uses.
The inclusion of residential units within the Community Activity Center (CAC) is consistent with the Comprehensive Plan's intent to create vibrant, mixed-use environments that support a blend of commercial, civic, and residential uses. Introducing housing into the CAC strengthens the activity center by increasing the local population base, which in turn supports nearby retail, dining, and service establishments. This added residential presence helps sustain businesses throughout the day and evening, contributing to a more active and economically resilient center.

Residential development also promotes land-use efficiency by utilizing underperforming or underutilized parcels and encouraging redevelopment that aligns with the long-term vision for a walkable, mixed-use district. Housing diversity within the CAC provides options for residents seeking proximity to employment, services, and transit, reducing vehicle trips and supporting multimodal transportation goals creating the overall sense of place within the activity center.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

TRANSPORTATION DATA:

AERIAL OF ROAD #1	ROAD #1

Roadway Name
Cobb Parkway

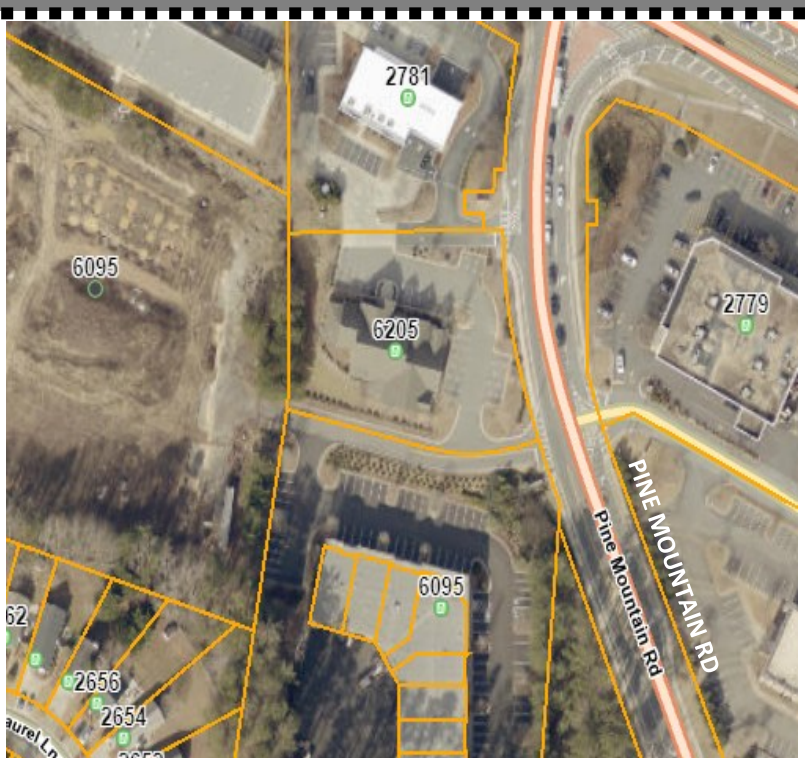
Roadway Classification
Arterials

Speed Limit
55 MPH

Jurisdictional Control
City of Kennesaw

Minimum Width of Right-of -Way requirement
100-feet

AERIAL OF ROAD #2	ROAD #2



Roadway Name
Pine Mountain Road

Roadway Classification
Arterial

Speed Limit
40 MPH

Jurisdictional Control
City of Kennesaw

Minimum Width of Right-of-Way requirement
100-feet

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

ENVIRONMENTAL

Floodplain:
- ✓ Yes
- ___ No
- ___ Not Verified

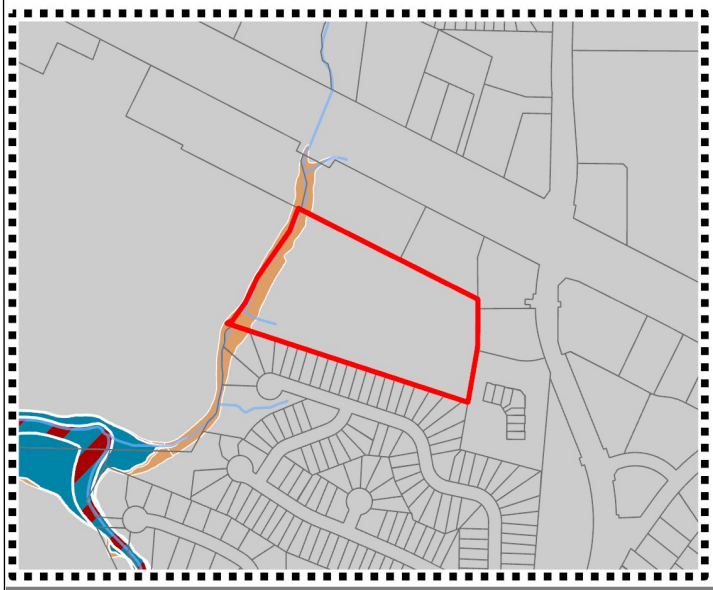
Wetlands:
- ___ Yes
- ___ No
- ✓ Not Verified

Drainage Basin:
- ✓ None
- ___ FEMA 100-year floodplain area
- ___ Flood Damage Prevention Ordinance[1]
- ___ Project subject to Cobb County Damage Prevention Requirements
- ___ Dam Breach Zone (Upstream)[2]
- ___ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

Streams and Creeks:
- ___ Metropolitan River Protection Area[3]
- ___ Chattahoochee River Corridor Tributary Area[4]
- ___ Georgia Erosion-Sediment Control Law and County Ordinance[5]
- ___ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
- ___ City Stream Buffer Required
- ✓ No Stream Buffer Required

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

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

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

ADDITIONAL COMMENTS REGARDING PROJECT:

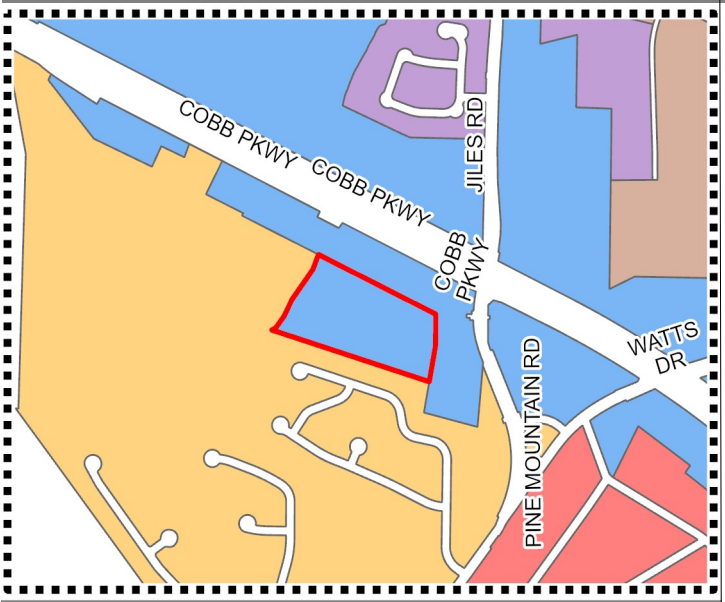
A west portion of the site is identified as having a 0.2% annual chance flood hazard. The proposed development avoids any disturbance within this area, and all required stream buffers mandated by the City and the State consistent with *Chapter 46, Article VII* Stream Buffer Ordinance of the Code of Ordinances will be fully maintained. Preservation of this buffer ensures continued protection of natural drainage functions, supports water quality, and maintains compliance with applicable environmental regulations.

Overall, the project is expected to have minimal environmental impact, as it maintains required buffers, avoids flood-prone areas, and complies with all applicable environmental protection standards.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

AREA DESIGNATION



COBB PARKWAY COMMERCIAL CORRIDOR

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

LEGEND

Kennesaw Areas

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

AREA DESIGNATION ANALYSIS

The site is located within the Cobb Parkway Commercial Corridor. According to the Area Policy Matrix in the Comprehensive Plan, development within this corridor should prioritize improved pedestrian mobility and safety, particularly as surrounding neighborhoods continue to revitalize. The policy framework also calls for inter-parcel access connectivity and shared access points to help manage traffic flow and reduce the number of individual driveways along major roadways. In addition, the Cobb Parkway Commercial Corridor encourages a diverse mix of products and services and emphasizes the importance of transitional buffers to ensure compatibility between commercial development and adjacent residential areas.

SURROUNDING NEIGHBORHOODS

- The Woodlands of Kennesaw
- The Village at Pine Mountain
- Butler Ridge
- Woodland Acres

NEARBY PUBLIC SCHOOLS

- Kennesaw Elementary School
- Hayes Elementary School
- Pine Mountain Middle School
- Kennesaw Mountain High School

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

TRAFFIC ANALYSIS

The applicant completed a traffic impact study for the proposed residential development to evaluate how the project would affect traffic conditions in the surrounding roadway network. The study's purpose was to quantify the additional vehicle trips generated by the development, assess how those trips would influence intersection operations during peak travel periods, and determine whether any improvements or mitigation measures would be necessary to maintain acceptable traffic flow.

Conclusion:

The traffic impact study indicates that construction of the proposed 89 unit townhome development is not expected to materially affect traffic operations within the surrounding roadway network.

The main intersection at Cobb Parkway and Jiles Road/Pine Mountain Road will still operate at Level of Service D in the morning and Level of Service E in the evening, meaning it will continue to be congested during peak hours either way. The smaller intersections with stop signs will also function about the same, with most approaches staying at Level of Service D or better. The only movement that continues to experience heavy delays is the westbound approach from Pine Mountain Way, which already struggles today and will continue to do so because many drivers use it as a cut through route to avoid the main signal.

In short, the additional traffic from 89 townhomes does not significantly change the overall performance of the nearby intersections.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

PLANNING AND ZONING

Site Visit:
✓ Yes
___ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 10/21/2025

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DEPARTMENT COMMENTS

Engineering: No Comments

Public Works: The proposed site requires a Traffic Impact Study (TIS) to evaluate anticipated trip generation, turning movements, and overall impacts to the surrounding roadway network.

Building Services: No Comments

Cobb County Fire: None provided

Cobb County Water: None provided

ZONING ADMINISTRATOR'S RECOMMENDATION: **POSTPONE**

Planning and Zoning staff recommends to postpone the rezoning application. Please note that staff received a letter on December 31, 2025 from the applicant's attorney requesting to postpone the case to the February 2026 public hearing.

BASIS FOR PLANNING AND ZONING'S RECOMMENDATION: **POSTPONE**

In order to make an informed recommendation to the Planning Commission and Mayor and Council, staff is needing for the applicant to provide more information on this project including:

1. Addressing the concerns and comments of the surrounding property owners and incorporating solutions.

PLANNING COMMISSION RECOMMENDATION:

During the January 7, 2026 meeting, the Planning Commission recommended approval to postpone the rezoning application to the February cycle.

MAYOR AND COUNCIL DECISION:

To be determined on January 20, 2026

City of Kennesaw, GA

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Heath 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 4/9/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ _____
Notary **Date**

SUSEANN R BRISTOW
MY COMMISSION EXPIRES
NOTARY
PUBLIC
BER 04, 2028
COUNTY, GEORGIA

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #)[redacted] (Work#)[redacted] (Cell#)[redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

City of Kennesaw, GA

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** [redacted]

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031
Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)

Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES January 24, 2029

City of Kennesaw, GA

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the ~~applicant~~ TITLEHOLDER made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No The Bankruptcy Estate of A P. Real Estate Georgia, LLC has not made any campaign contributions.

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this _____d ay of _____, 20_____

TITLEHOLDER
~~Applicants~~ **Signature**

Kathleen Steil as Trustee

Signed by:

Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890 ND GA)

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

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

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

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

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

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

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

I certify that the foregoing information is true and correct, this 15th day of October, 2025

Applicants Signature

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

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

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

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

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

NO

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

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

I certify that the foregoing information is true and correct, this 17th day of OCTOBER, 2025

Applicants Signature

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

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

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
[redacted]

ROGER J. ROZEN
[redacted]
ADAM J. ROZEN
[redacted]
JEFFREY M. REILLY, JR.
[redacted]

Injury, Land Use,
Criminal Defense,
Domestic
& Business

October 17, 2025

VIA EMAIL: [redacted]

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC to rezone from HGB to PUD for fee simple residential townhomes on an approximately 8.828 acre tract known as 6095 Pine Mountain Road, City of Kennesaw, Cobb County, Georgia

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application regarding the above-captioned property ("Subject Property") (hereinafter collectively the "Application"). On behalf of DRB, please accept and find the Application and the following:

1. Application forms signed by the Property Owner and Applicant.

2. Application fee to be submitted electronically following receipt of City electronic invoice after filing.

3. Copies of the deed reflecting the record titleholder and a current legal description of the subject property.

4. Copies of the paid tax receipt for 2024.

5. Copy of the site plan drawn to scale and survey of the property.

6. A Constitutional Challenge.

REZONING WRITTEN DESCRIPTION/LETTER OF INTENT

The Subject Property is zoned HGB in a commercialized corridor of the City of Kennesaw along US Hwy 41 near its intersection with Jiles Road/Pine Mountain Road. The Subject Property is one parcel removed from and without frontage on US Hwy 41 situated behind retail commercial parcels fronting on the highway on one side and situated behind additional retail and professional office uses fronting on Pine Mountain Road. The Subject Property is partially developed for an assisted living facility but left incomplete after horizontal development was halted due to bankruptcy.

The Applicant proposes rezoning to PUD for the development of fee simple residential townhomes providing an additional and needed residential development alongside an existing residential townhome development and mobile home park before transitioning to additional residential uses zoned R-10 and R-20. The development is proposed under the maximum allowed PUD density of 12 UPA at 10.08 UPA yielding 89 units.

For these reasons, the intent and purpose of the Ordinance and applicable Sections are not frustrated by the Applicant's request, but their strict application and retention of the existing HGB zoning district would create a hardship for the Applicant without gain or benefit to the public for strict enforcement.

For all the reasons stated herein above and with all of the information and documentation which is before you, we respectfully request that the Rezoning Application be approved. Prior to the final hearing of the Application, I will be providing you and your staff with any necessary additional information, documentation and stipulations in order to facilitate the approval of this Application.

VIA EMAIL: [redacted]

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
[redacted]

AJR/srb
Enclosures/Attachments

ZONING STANDARDS RESPONSE AND ZONING IMPACT STATEMENT FOR THE REZONING APPLICATION OF DRB GROUP GEORGIA, LLC

COMES NOW, APPLICATION OF DRB GROUP GEORGIA, LLC, and pursuant to Section 1908 of the Kennesaw Zoning Code, files this its Zoning Impact Statement and Zoning Standards Response, as follows:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objectives? *Yes, the Subject Property is within a Community Activity Center ("CAC") without frontage but one parcel removed from US Hwy 41 and adjoining existing residential ranging from townhomes to single family detached homes of varying zoning districts and a mobile home park.*

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets? *The proposed amendment would increase traffic in its provision of additional homes but would do so in an appropriate manner and without congestion through US Hwy 41 access and additional access to Pine Mountain Road.*

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers? *The amendment would increase by providing occupied homes on an otherwise vacant and partially developed parcel and will be developed with implementation and adherence to current fire safety standards.*

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city? *The proposed amendment will promote public health and welfare by providing active*

development on an otherwise partially developed parcel and provide needed housing opportunities.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air? *The proposed amendment will not negatively impact provisions of light and air being developed alongside similar residential uses and adjacent to existing retail commercial uses.*

(6) Would the proposed amendment tend to cause, prevent or have no influence on the overcrowding of land? *The proposed amendment will not overcrowd land being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(7) Would the proposed amendment tend to cause, prevent or have no relationship on the population distribution within the city creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? *The proposed amendment will have a positive relationship on population distribution being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewage, other public services, utilities or facilities? *The proposed amendment will facilitate the aforementioned utilities and facilities by efficiently providing 89 residential homes developed with and served by such utilities.*

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? *The proposed amendment will be compatible with and enhance environmental conditions through best management practices stormwater facilities, erosion and environmental controls.*

(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds? *The proposed amendment would only require a reasonable expenditure of public funds.*

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area? *The proposed amendment will promote the aesthetics of the existing and future uses by eliminating a blighted and partially developed site but provide residential homes to support the existing adjacent and nearby retail and professional uses.*

(12) Would the proposed amendment have measurable adverse economic effect of on the value of the surrounding or adjacent properties? The proposed amendment *promote a positive economic effect on surrounding properties by eliminating a blighted and partially developed site and instead provide residential homes to support the existing adjacent and nearby retail and professional uses.*

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: *<u>/s/ Adam J. Rozen</u>*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

Community Development
Planning & Zoning Department
2529 J. O. Stephenson
Kennesaw, GA 30144

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was mailed out on 12-12-2025 in accordance with the application requirements.

12-12-2025

Date

Applicant or Authorized Agent

Sworn and subscribed before me this 12th day of December 20 2025

Cameron Heath

Notary Public Exp. 6/19/29

CAMERON HEATH
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA

Attach to this document a copy of the property/s that have been served notification along with the documentation supplied in the certified mailing.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 5746407-280

FOR ML SEE
LB Book 137 Page 2703

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

Grantor will warrant and forever defend the right and title to the above–described property unto the said Grantee against the claims of all persons, claiming by, through or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature _____(SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
03320130006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-20

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

FOR NOTICE SEE
DE Book 16162 Page 2550

LIMITED WARRANTY DEED

FOR ML SEE
LB Book 137 Page 2703

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WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

Grantor will warrant and forever defend the right and title to the above–described property unto the said Grantee against the claims of all persons, claiming by, through or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature_____(SEAL)
Signature of Notary Public

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BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143, and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point;

thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Printed: 9/8/2025

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
GEORGIA CONSTRUCTION MANAGEMENT LLC

A P REAL ESTATE GEORGIA LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2024	20014001380	10/15/2024	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$6,711.75	**$0.00**

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

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

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	257839

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.5000000000		$333.92
2024-BLIGHTED PROPERTY-13									$12,354.96

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$14,414.12
Interest	$1,091.56
Penalty	$1,235.50
Other Fees	$0.00
Payments Received	$2,059.16
Other Amounts Due	$2,036.90
Total Due	$16,718.92
Due Date	12/01/2024

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

Parcel ID:	20014001380
Amount Due:	$16,718.92
Bill#:	257839
Due Date:	12/01/2024
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

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

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

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
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City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

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6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

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

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is William Cotter. I am the officer who is delegated the responsibility for authenticating records of DRB GROUP GEORGIA, LLC, a Foreign Limited Liability Company which entity is the applicant in the Rezoning Application to which this Certificate is attached (the Applicant). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Rezoning Application regarding certain real property owned by AP Real Estate Georgia, LLC located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Applicant (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That corporate seal or facsimile affixed to the Rezoning Application is in fact the seal of the Applicant Company or a true facsimile thereof; and

(b) That the officer or other representative of the Applicant Company who executed the Rezoning Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Rezoning Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and

(c) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Applicant Company by the officer or other representative of the Applicants has been duly authorized by the Applicant Company.

DRB GROUP GEORGIA, LLC

By: _____ (CORPORATE SEAL)

Print Name: William Cotter

Its: Vice President
Title

CERTIFICATE REGARDING COMPANY AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is Kathleen Steil and I am the Chapter 7 Trustee for the Estate of AP Real Estate Georgia, LLC, Case No. 23-57890-JWC, pending in the Northern District of Georgia. As such, I am the only person authorized to act for or on behalf of AP Real Estate Georgia, LLC, a Domestic Limited Liability Company which entity is the titleholder in the Rezoning Application to which this Certificate is attached (the Titleholder). A true and correct copy of the Notice of Appointment of Interim Trustee and Section 341(a) Meeting of Creditors [Docket No. 64] is attached hereto. I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given for use with respect to the Applicant's Rezoning Application regarding certain real property owned by the Titleholder Company located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Titleholder Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Titleholder (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That, by virtue of the bankruptcy filing, I am the sole representative of the Titleholder Company. I have executed the Rezoning Application, I do in fact occupy the official position indicated, I have the authority to execute the Rezoning Application on behalf of the Titleholder Company, and my signature is genuine; and

(b) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Titleholder Company has been duly authorized by the Bankruptcy Court's *Order Granting Trustee's Motion for Entry of An Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances entered on March 31, 2025* [Docket No. 93] ("Bankruptcy Court Order"). A true and correct copy of the Bankruptcy Court's Order is attached hereto and incorporated herein by reference.

A P REAL ESTATE GEORGIA, LLC,
Case No. 23-57890-JWC, pending in the Northern District of Georgia

By: _____
Kathleen Steil as and only as Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE	)	CHAPTER 7
	)	
AP REAL ESTATE GEORGIA, LLC,	)	CASE NO. 23-57890-JWC
	)	
DEBTOR.	)	

NOTICE OF APPOINTMENT OF INTERIM TRUSTEE AND SECTION 341(a) MEETING OF CREDITORS

Pursuant to 11 U.S.C. § 701, the United States Trustee appoints **Kathleen Steil** as interim trustee in this case and designates her to preside over the meeting of creditors. Unless creditors at the first meeting of creditors held pursuant to 11 U.S.C. § 341(a) elect another trustee, the interim trustee appointed herein shall serve as trustee without further appointment or qualification. The trustee shall serve under the blanket bond heretofore approved. The name and address of the interim trustee and the date, time, and location of the section 341(a) meeting of creditors are as follows. The trustee, debtor, and debtor's attorney must appear via Zoom. Creditors and other parties may appear by telephone.

Kathleen Steil P.O. Box 1547 Decatur, GA 30031 E-mail: [redacted] Phone: [redacted] Fax: [redacted]	**June 12, 2024, at 8:30 a.m.** The meeting will be held by zoom video meeting. Go to **Zoom.us/join.** Enter Meeting ID: [redacted] **and** Passcode: [redacted] or call [redacted]

Notice given by:

MARY IDA TOWNSON
UNITED STATES TRUSTEE
REGION 21

s/ Jeneane Treace
R. Jeneane Treace
GA Bar No. 716620
United States Department of Justice
Office of the United States Trustee
362 Richard B. Russell Building
75 Ted Turner Drive, S.W.
Atlanta, Georgia 30303
[redacted]

Information to identify the case:

Debtor	**A P Real Estate Georgia, LLC** Name	EIN **46-1771881**	
United States Bankruptcy Court **Northern District of Georgia** Court website: www.ganb.uscourts.gov		Date case filed in chapter **11**	**8/17/23**
Case number: **23-57890-jwc**		Date case converted to chapter **7**	**5/16/24**

Official Form 309C (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

10/20

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at https://pacer.uscourts.gov). Copy fees or access charges may apply. A free automated response system is available at 866-222-8029 (Georgia Northern). You must have case number, debtor name, or SSN when calling.

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	A P Real Estate Georgia, LLC	
2. All other names used in the last 8 years		
3. Address	5 Baltic Street Edison, NJ 08820	
4. Debtor's attorney Name and address	Ian M. Falcone The Falcone Law Firm, P.C. 363 Lawrence Street Marietta, GA 30060	Contact phone (770) 426-9359 Email: attorneys@falconefirm.com
5. Bankruptcy trustee Name and address	Kathleen Steil Kathleen Steil, Trustee Ogier, Rothschild & Rosenfeld, PC P. O. Box 1547 Decatur, GA 30031	Contact phone (404) 525-4000
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	Vania S. Allen Clerk of Court 1340 United States Courthouse 75 Ted Turner Drive SW Atlanta, GA 30303	Office Hours: 8:00 a.m. - 4:00 p.m. Court website: www.ganb.uscourts.gov Contact phone 404-215-1000
7. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so. Cellular phones and other devices with cameras are not allowed in the building.	**June 12, 2024 at 08:30 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: **Zoom video meeting. Go to Zoom.us/join, Enter Meeting ID 871 484 5731, and Passcode 9517153975, OR call 1 (470) 944-8606** For additional meeting information go to https://www.justice.gov/ust/mcc
8. Proof of claim Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
9.		

Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

IT IS ORDERED as set forth below:

Date: March 31, 2025

Jeffery W. Cavender
U.S. Bankruptcy Court Judge

Signed as Revised by the Court

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	
	)	CASE NO. 23-57890-JWC
A P REAL ESTATE GEORGIA, LLC,	)	
	)	CHAPTER 7
Debtor.	)	
KATHLEEN STEIL AS TRUSTEE	)	
	)	
Movant,	)	CONTESTED MATTER
	)	
v.	)	
	)	
CITY OF KENNESAW, OPTUM CONSTRUCTION GROUP, LLC, LOYALTY ENTERPRISES, INC., BEE-DON, INC., CAT PLUMBING, INC., THOMAS CONCRETE OF GEORGIA, INC.; YANCEY RENTS, GENESIS CONCRETE PUMPING, LLC, CRUSADE CONSTRUCTION COMPANY LLC, and ERNST ENTERPRISES OF GEORGIA, INC.,	)	

ORDER GRANTING TRUSTEE'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE SALE OF DEBTOR'S PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES

Upon the *Trustee's Motion for Entry of an Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances* (Doc. No. 89)(the "Sale Motion")[1] filed by Kathleen Steil in her capacity as Chapter 7 Trustee (the "Trustee"), in the above-captioned case, pursuant to sections 105, 362, 363, and 365 of the Bankruptcy Code, seeking authorization to sell the estate's interest in and to that certain tract of land containing approximately 8.82 acres and located in Land Lot 140 of the 20 District, Cobb County, Georgia with Cobb County tax parcel identification number 20014001380 (the "Property"), and to pay certain items at the sale closing as set forth in the Motion, as all more fully set forth in the Sale Motion; and the Court having jurisdiction over the matters raised in the Sale Motion pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper and adequate notice of the Sale Motion and hearing thereon has been given and no response to the Motion was filed prior to the hearing scheduled for March 27, 2025.

The Motion came before the Court for a hearing on March 27, 2025 (the "Hearing"). Attorney Tamara Ogier of Ogier, Rosenfeld & Steil, P.C. appeared on behalf of the Trustee, Attorney Marshall Kent of Fox Rothschild, LLP appeared on behalf of Optum Construction Group, LLC, and Attorney Ian Falcone of The Falcone Law Firm, P.C. appeared on behalf of the Debtor and Harshad Patel in his individual capacity. The Trustee Kathleen Steil and Harshad Patel also appeared at the Hearing. The Court heard arguments from the parties,

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Sale Motion (as defined herein) or the REPA.

including Harshad Patel. The Court has considered the Motion, oral arguments, lack of filed objections to the Motion, and all other matters of record, and based on the foregoing and for the reasons set forth on the record, finds that good cause exists to grant the relief requested in the Motion.

Accordingly,

THE COURT HEREBY FINDS AND CONCLUDES THAT:

1. The Trustee has provided proper, timely, adequate, and sufficient notice with respect to the Sale Motion and the relief sought therein, including the entry of this Order and the transfer and sale of the Property as set forth in the Real Estate Purchase Agreement attached as Exhibit "A" to Sale Motion (the "REPA") and the Sale Hearing; and no other or further notice of the Sale Motion, the relief requested in the Sale Motion, or the Sale Hearing is required. A reasonable opportunity to object and be heard regarding the relief provided herein has been afforded to all parties-in-interest.

2. The REPA and other documents and instruments (the "Transaction Documents") related to and connected with the Sale to the Purchaser and the consummation thereof have been negotiated and entered into by the Trustee and the Purchaser without collusion, in good faith, and through an arms'-length bargaining process. Neither the Purchaser nor its affiliates or representatives is an "insider" of the Debtor (as such term is defined in section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith and without collusion in all respects in connection with the sale process and, accordingly, is entitled to all of the benefits and protections provided to a good faith Purchaser under section 363(m) of the Bankruptcy Code.

3. The consideration to be provided by the Purchaser pursuant to the REPA (i) is fair and reasonable; (ii) is the highest or otherwise best offer for the Property; and (iii) constitutes reasonably equivalent value and fair consideration for the Property.

4. If the Trustee did not sell the Property free and clear of all Encumbrances (as hereinafter defined), the Purchaser would not have been willing to purchase the Property, thus adversely affecting the Debtor, its estate, its creditors, and holders of equity interests.

5. The Trustee has demonstrated compelling circumstances and a good, sufficient, and sound business purpose for: (i) the sale of the Property outside of the ordinary course of business pursuant to Bankruptcy Code section 363(b) because of the Debtor's current financial position; (ii) a restriction on the Trustee pursuing, considering, or accepting any further offers for the purchased Property from and after the entry of this Order through the earlier of the consummation of the Sale or termination of the REPA in accordance with its terms; and (iii) the immediate consummation of the REPA. Such circumstances and purposes include:(a) the Trustee, through a Broker, conducted a robust marketing process to sell the Property and the REPA constitutes the best offer for the Property; (b) there is risk of deterioration of the value of the Property if the Sale is not consummated in accordance with the terms of the REPA and this Order; and (c) the REPA and the sale of the Property to the Purchaser provide greater value to the Debtor's estate than would be provided by any other presently available alternative that has a substantial likelihood of closing. To maximize the value of the purchased Property and preserve the viability of the Property, it is essential that the Sale occur within the time constraints set

forth in the REPA and this Order and that the Purchaser be protected against any further offers for the purchased Property.

6. As of the Closing, pursuant and subject to the terms of the REPA and this Order, the transfer of the Property and the Sale will affect a legal, valid, enforceable, and effective transfer of the Property and will vest the Purchaser with all of the Trustee's rights, title, and interests in the Property free and clear of all Encumbrances.

7. Time is of the essence in consummating the Sale. The consummation of the Sale as soon as practicable is necessary to preserve and maximize the value of the Debtor's assets and to provide the means for the Trustee to minimize administrative expenses. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

8. The Sale Motion is granted as set forth herein.

9. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

10. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Sale, including the transfer and sale of the Property to the Purchaser in accordance with the terms and conditions of the REPA, is approved in all respects, and the Trustee is authorized to consummate the Sale in accordance with the terms and conditions of the REPA, including, without limitation: (i) executing all of the Transaction Documents (and any ancillary documents or instruments that may be reasonably necessary to implement the REPA and/or the Sale); and (ii) taking all actions necessary and appropriate to effectuate and consummate the Sale (including the sale, transfer, and conveyance of the Property to

the Purchaser) upon the terms set forth in the REPA. The Trustee and the Purchaser shall have the right to make any mutually agreeable, non-material changes to the Transaction Documents (including the REPA), which shall be in writing and signed by both parties, without further order of the Court.

Approval of the REPA

11. The REPA, all the terms and conditions thereof, and the Sale contemplated therein are approved in all respects. The failure specifically to reference any particular provision of the REPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the REPA be authorized and approved in its entirety and incorporated herein by reference. The transfer of the Property by the Trustee to the Purchaser in accordance with the terms and conditions of the REPA and this Order shall be a legal, valid, and effective transfer of the Property. The consummation of the Sale is hereby approved and authorized under section 363(b) of the Bankruptcy Code. The automatic stay pursuant to section 362 of the Bankruptcy Code, to the extent applicable, is hereby modified to allow the Purchaser to enforce its rights, including any rights to specific performance, in accordance with the terms and conditions of the REPA.

12. The Trustee and Purchaser, as well as their officers, employees, and agents, shall be, and hereby are, authorized to take any and all actions necessary or appropriate to perform, consummate, implement, and close the Sale, including the sale to the Purchaser of the Property, in accordance with the terms and conditions of the REPA and this Order, including, without limitation, executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and

confirming to the Purchaser, or reducing to possession, any or all of the Property, and entering into any other agreements related to implementing the Sale.

13. The Trustee and/or Purchaser, as appropriate, are authorized to pay, without further order of this Court, whether before, at or after the Closing, any expenses or costs that are required to be paid in order to consummate the Sale or perform their obligations under the REPA.

14. All persons and entities are prohibited from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Trustee to transfer the Property to the Purchaser in accordance with the REPA and this Order.

Sale and Transfer Free and Clear of all Liens, Claims, Encumbrances, and/or Interests

15. Pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon Closing, in accordance with the REPA and as otherwise set forth in this Order, the Trustee is authorized to transfer to the Purchaser all of the Trustee's rights, title, and interests in and to, and possession of the Property free and clear of all liens, claims, encumbrances, and interests to the fullest extent permitted by section 363 of the Bankruptcy Code, including, without limitation, each of the following, which are collectively referred to herein as the "Encumbrances":

a) liens (as that term is defined in the Bankruptcy Code), including, without limitation, any lien, encumbrance, pledge, mortgage, deed of trust, security interest, charge, or encumbrance, and liens and security interests granted under sections 361, 363, and/or 364 of the Bankruptcy Code or an order of the Court;

b) interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;

c) rights, including, without limitation, rights of first refusal, rights of offset, rights to use, contract rights, preferential rights to purchase, rights of recovery, and any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, consent, or termination of the Trustee's or the Purchaser's interest in any of the Property, or any similar rights, in each case with respect to the Sale;

d) judgments and/or decrees of any court or foreign or domestic government entity (to the extent permitted by law);

e) charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Property, including, without limitation, consent of any person or entity to assign or transfer any of the Property;

f) debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor, Trustee, or any of their predecessors or affiliates;

g) matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtor's bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise.

16. At Closing, all of the Trustee's rights, title, and interests in and to, and possession of, the Property shall be immediately vested in the Purchaser pursuant to

sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code free and clear of all Encumbrances. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Property. All Encumbrances of record against the Property shall, upon Closing, be automatically terminated and expunged as against the Property.

17. Except as otherwise expressly provided in the REPA or this Order, and to the greatest extent permitted under applicable law, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Encumbrances arising under or out of, in connection with, or in any way relating to, the Debtor, the Trustee, the Property, the ownership, sale, or operation of the Property prior to Closing or the transfer of the Property to Purchaser, are hereby forever barred and estopped from asserting such Encumbrances against Purchaser or its property or its affiliates, designees, assignees, and/or successors or their property, or the Property. Following the Closing, no holder of any Encumbrances shall interfere with Purchaser's title to or use and enjoyment of the Property based on or related to any such Encumbrances or based on any action the Trustee has taken or may take in this bankruptcy case.

18. If any person or entity that has filed or recorded financing statements, mortgages, lis pendens, or other documents or agreements evidencing Encumbrances against or in the Property shall not have delivered to the Trustee prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to the Property or otherwise, then only with regard to the Property

that is purchased by Purchaser pursuant to the REPA and this Order: (i) the Trustee is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Property; (ii) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against Purchaser and the applicable Property; and (iii) Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Encumbrances with respect to the Property. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Property free and clear of all Encumbrances shall be self-executing, and neither the Trustee nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

19. Nothing in this Order or the REPA:

a) diminishes the Trustee's obligations, for periods prior to the Closing, or the Purchaser's obligations, for periods after the Closing, to comply with applicable health and safety laws and regulations;

b) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit to which any post-sale owner or operator of the Property would be subject in such capacity after the date of entry of this Order;

c) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, (v) certificate or (vi) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable non-bankruptcy laws and regulations governing such transfers; or

d) divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

Good Faith of the Purchaser

20. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Sale contemplated by the REPA is undertaken by Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale or appeal of the other relief provided for in this Order shall not affect the validity of the Sale or the other relief provided for in this Order (including the assumption and assignment of the Assumed Contracts), whether or not Purchaser knew or knows of the pendency of the appeal, unless prior to the Closing of this Order, such authorization, such Sale, and the other relief provided for in this Order are duly and properly stayed pending such appeal.

21. Neither the Trustee, the Purchaser, or any affiliate of either the Trustee or Purchaser has engaged in any collusion with other bidders or other parties or has taken any other action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise. The

consideration provided by Purchaser for the Property under the REPA is fair and reasonable and is not less than the value of such Assets, and the Sale and the other relief provided for in this Order may not be avoided under section 363(n) of the Bankruptcy Code.

Miscellaneous

22. The terms and provisions of this Order, as well as the rights granted under the Transaction Documents, shall continue in full force and effect and are binding upon all parties, notwithstanding any conversion, dismissal, or order entry. The provisions of this Order and any actions taken pursuant hereto shall survive any conversion or dismissal of the case and the entry of any other order that may be entered in the case.

23. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules, the Federal Rules of Civil Procedure, or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and no automatic stay shall apply to this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

24. In accordance with the REPA attached to the Motion as Exhibit A, the Property shall be sold "As Is," "Where is" and "With all Faults" except as explicitly set forth in the REPA and corresponding closing documents.

25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. The Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Sale Motion. In the event there is any inconsistency between the Sale Motion, REPA, or this Order, this Order shall govern.

27. The Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order and to enter any Orders in aid or furtherance of this Order, and to adjudicate any and all remaining issues concerning the Trustee's right and authority to assume, assign and/or sell the Property.

IT IS SO ORDERED.

END OF DOCUMENT

Prepared and Submitted by:
OGIER, ROSENFELD & STEIL, P.C.

By: *<u>/s/ Tamara Miles Ogier</u>*
Tamara Miles Ogier
Georgia Bar No. 550355
P.O. Box 1547
Decatur, Georgia 30031
[redacted]

DISTRIBUTION LIST:

Ogier, Rosenfeld & Steil, P.C.
P.O. Box 1547
Decatur, Georgia 30031

United States Trustee
Lindsay P. S. Kolba
362 Richard B. Russell Building
75 Ted Turner Drive S.W.
Atlanta, Georgia 30303

A P Real Estate Georgia, LLC
5 Baltic Street
Edison, NJ 08820

Ian M. Falcone
The Falcone Law Firm, P.C.
363 Lawrence Street
Marietta, GA 30060

CBRE Inc.
3550 Lenox Road
Suite 2300
Atlanta, GA 30326

Samuel Holder, Asst. Corporate Counsel
DRB Group Georgia, LLC
55 Ivan Allen Blvd, Suite 400
Atlanta, GA 30308

City of Kennesaw
c/o Fred Bentley, Jr., City Counsel
The Bentley Law Firm
241 Washington Ave, NE
Marietta, GA 30060

Will Geer
Rountree Leitman Klein & Geer, LLC
Century Plaza I
2987 Clairmont Road, Suite 350
Atlanta, GA 30329

Parkland Communities
James Jacobi
925 North Point Parkway, Suite 320
Alpharetta, GA 30005

Traton Homes
Richard Parvey
720 Kennesaw Avenue
Marietta, GA 30060

Fischer Homes
Michael Kady
3940 Olympic Boulevard, Suite 400
Erlanger, KY 41018

InLine Communities
Bryan Musolf
48 Atlanta Street
Marietta, GA 30060

BVO Capital
Kevin Woodley
7315 Wisconsin Ave, Suite 925W
Bethesda, MD 20814

Beazer Homes
Scott Butler
2002 Summit Boulevard NE, 15th Floor
Atlanta GA 30319

Taylor Morrison
Mason Maynardi
4400 North Point Parkway, Suite 295
Alpharetta, GA 30022

PulteGroup
Ross Ripple
2475 Northwinds Pkwy, Ste 600
Alpharetta, GA 30009

DR Horton
Sharonda Rahming
8800 Roswell Road, Bldg B Suite B
Atlanta, GA 30350

Davidson Homes
Geoffrey Martin
3460 Preston Ridge Suite 525
Alpharetta, GA 30005

Harshad Patel
Harshad Patel
5 Baltic Street
Edison, NJ 08820

David H. Johnson
McCorkle, Johnson & McCoy, LLP
319 Tattnall Street
Savannah, Georgia 31401

G. Marshall Kent
Fox Rothschild LLP
999 Peachtree Street, N.E.
Suite 1500
Atlanta, GA 30309

Kevin A. Stine
Baker Donelson
1500 Monarch Plaza
3414 Peachtree Road, N.E.
Atlanta, GA 30326

TO THE MAYOR & CITY COUNCIL

KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, *DRB GROUP GEORGIA, LLC,* hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being in Kennesaw, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of HGB as established by the governing authority of Kennesaw, Georgia to the zoning category of PUD for residential townhomes.

3.

The current HGB zoning classification of the property and all intervening classifications between same and PUD are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of HGB and all intervening classifications between same and PUD as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The Kennesaw Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 17th day of October, 2025.

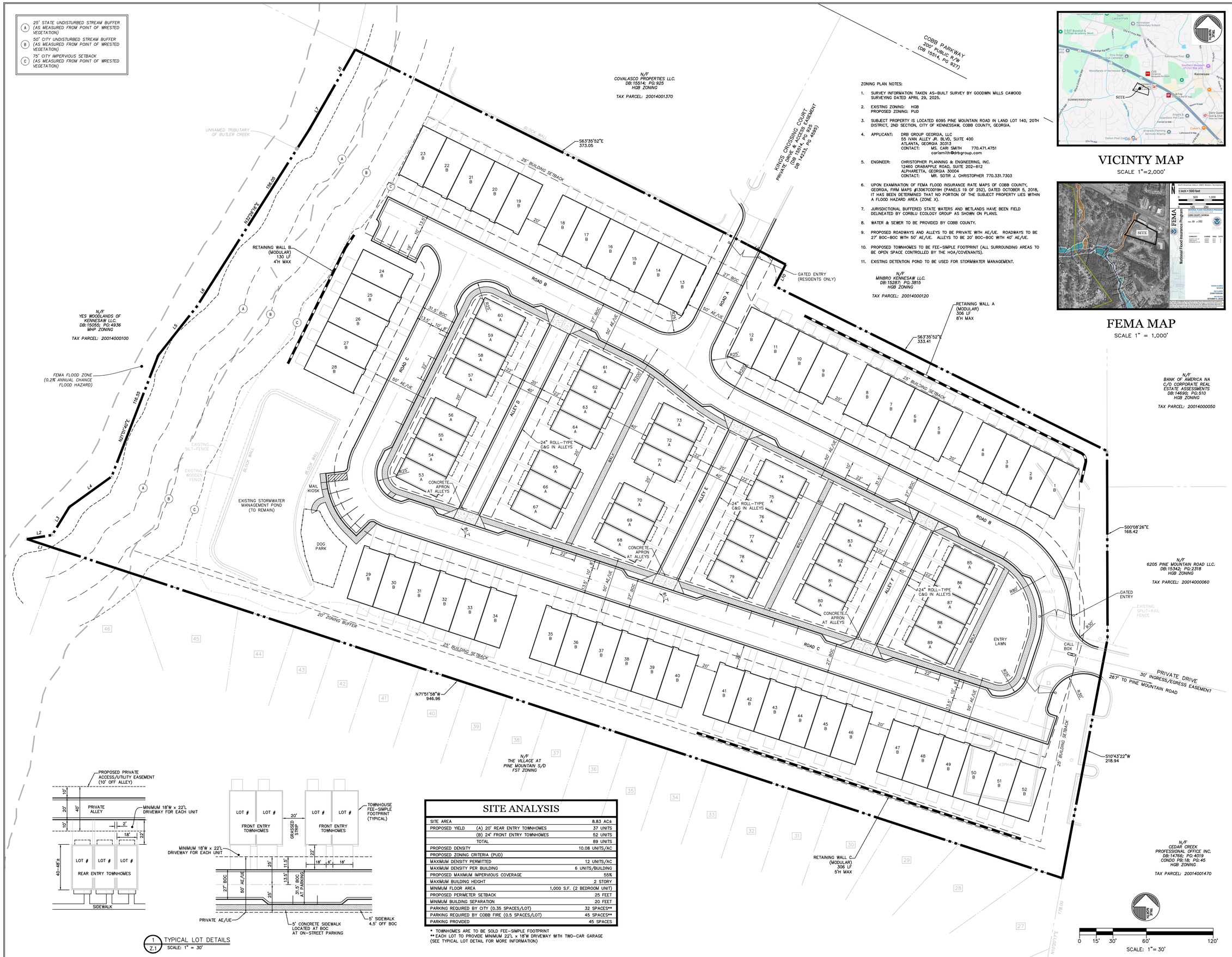
ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

(A) 25' STATE UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(B) 50' CITY UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(C) 75' CITY IMPERVIOUS SETBACK (AS MEASURED FROM POINT OF WRESTED VEGETATION)



ZONING PLAN NOTES:

1. SURVEY INFORMATION TAKEN AS-BUILT SURVEY BY GOODWIN MILLS CAWOOD SURVEYING DATED APRIL 29, 2025.
2. EXISTING ZONING: HGB
   PROPOSED ZONING: PUD
3. SUBJECT PROPERTY IS LOCATED 6095 PINE MOUNTAIN ROAD IN LAND LOT 140, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESSAW, COBB COUNTY, GEORGIA.
4. APPLICANT: DRB GROUP GEORGIA, LLC
   55 IVAN ALLEY JR. BLVD, SUITE 400
   ATLANTA, GEORGIA 30313
   CONTACT: MS. CARI SMITH 770.471.4751
   carismith@drbgroup.com
5. ENGINEER: CHRISTOPHER PLANNING & ENGINEERING, INC.
   12460 CRABAPPLE ROAD, SUITE 202-612
   ALPHARETTA, GEORGIA 30004
   CONTACT: MR. SOTIR J. CHRISTOPHER 770.331.7303
6. UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, FIRM MAPS #13067C0019H (PANELS 19 OF 252), DATED OCTOBER 5, 2018, IT HAS BEEN DETERMINED THAT NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE X).
7. JURISDICTIONAL BUFFERED STATE WATERS AND WETLANDS HAVE BEEN FIELD DELINEATED BY CORBLU ECOLOGY GROUP AS SHOWN ON PLANS.
8. WATER & SEWER TO BE PROVIDED BY COBB COUNTY.
9. PROPOSED ROADWAYS AND ALLEYS TO BE PRIVATE WITH AE/UE. ROADWAYS TO BE 27' BOC-BOC WITH 50' AE/UE. ALLEYS TO BE 20' BOC-BOC WITH 40' AE/UE.
10. PROPOSED TOWNHOMES TO BE FEE-SIMPLE FOOTPRINT (ALL SURROUNDING AREAS TO BE OPEN SPACE CONTROLLED BY THE HOA/COVENANTS).
11. EXISTING DETENTION POND TO BE USED FOR STORMWATER MANAGEMENT.

VICINTY MAP

SCALE 1"=2,000'

FEMA MAP

SCALE 1" = 1,000'

1 / Z.1 TYPICAL LOT DETAILS

SCALE: 1" = 30'

SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED BY CITY (0.35 SPACES/LOT)		32 SPACES**
PARKING REQUIRED BY COBB FIRE (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		45 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

CP&E

CHRISTOPHER PLANNING & ENGINEERING

GEORGIA REGISTERED No. 028699 PROFESSIONAL ENGINEER SOTIRIS J. CHRISTOPHER 10/14/2025

GSWCC LEVEL II CERTIFIED DESIGN PROFESSIONAL #05744 (EXP. 03.21.2027)

12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

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ZONING SITE PLAN

FOR:

6095 PINE MOUNTAIN ROAD

LAND LOT 140
20TH DISTRICT, 2ND SECTION
CITY OF KENNESSAW
COBB COUNTY, GEORGIA

PARCEL ID: 20014001380

FOR:

DRB GROUP

DRB GROUP GEORGIA, LLC

55 IVAN ALLEN JR. BLVD
SUITE 400
ATLANTA, GA 30313
PHONE 770.471.4751

PRIMARY PERMITTEE &
24HR EMERGENCY CONTACT:
MR. ANDREW BURK 770.615.0711
GSWCC #96351 (EXP. 12.29.2027)
aburk@drbgroup.com

REVISIONS

1	11.10.2025	CITY COMMENTS

DATE: OCTOBER 14, 2025

CP&E DRAWING NO: 2024164.10c.dwg

ZONING SITE PLAN

SHEET NO. Z.1

Kimley»Horn

PINE MOUNTAIN | SITE PLAN

DECEMBER 4, 2025

DRB GROUP

0 20 40 80

SCALE IN FEET

NORTH

DRB HOMES

Division Office:

55 Ivan Allen Jr. Blvd, Ste 400

Atlanta, GA 30308

Corporate Office:

2099 Gaither Road, Ste 600

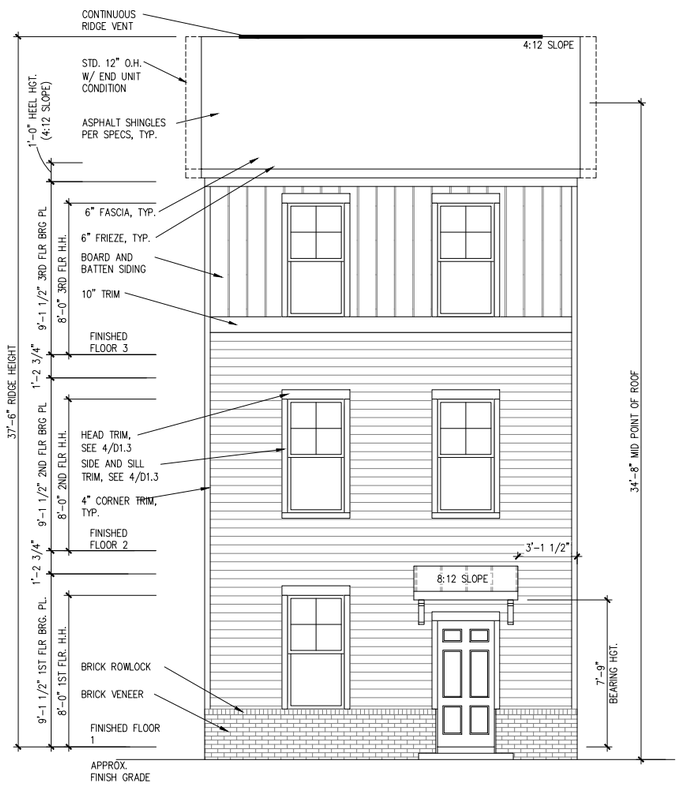
Rockville, MD 20850

Pine Mountain Townhomes

Kennesaw, Georgia

LANDON 4.1
LANDON 1
LANDON 3
LANDON 1
LANDON 4.1

LANDON 2.1
LANDON 4
LANDON 3
LANDON 4
LANDON 2.1


CONTINUOUS RIDGE VENT
4:12 SLOPE
STD. 12" O.H. W/ END UNIT CONDITION
ASPHALT SHINGLES PER SPECS, TYP.
1'-0" HEEL HGT. (4:12 SLOPE)
6" FASCIA, TYP.
6" FRIEZE, TYP.
BOARD AND BATTEN SIDING
10" TRIM
FINISHED FLOOR 3
HEAD TRIM, SEE 4/D1.3
SIDE AND SILL TRIM, SEE 4/D1.3
4" CORNER TRIM, TYP.
FINISHED FLOOR 2
3'-1 1/2"
8:12 SLOPE
BRICK ROWLOCK
BRICK VENEER
FINISHED FLOOR 1
APPROX. FINISH GRADE
37'-6" RIDGE HEIGHT
9'-1 1/2" 3RD FLR BRG PL
8'-0" 3RD FLR H.H.
1'-2 3/4"
9'-1 1/2" 2ND FLR BRG PL
8'-0" 2ND FLR H.H.
1'-2 3/4"
9'-1 1/2" 1ST FLR BRG. PL.
8'-0" 1ST FLR. H.H.
7'-9" BEARING HGT.
34'-8" MID POINT OF ROOF

6" FASCIA
12
4
1'-0" HEEL HGT. (4:12 SLOPE)
OPT. WINDOW AT BEDROOM 3 W/ ALT. 2 3RD FLOOR
OMIT WINDOW AT W/ ALT. 2 3RD FLOOR
7'-0" ABOVE STAIR LANDING
TEMP
FINISHED FLOOR 3
1" CORNER TRIM, TYP.
STD. RAILING PER LOCAL CODE
FINISHED FLOOR 2
8
BRICK ROWLOCK
BRICK VENEER
FINISHED FLOOR 1
APPROX. FINISH GRADE
2'-0"
37'-6" RIDGE HEIGHT
9'-1 1/2" 3RD FLR BRG PL
8'-0" 3RD FLR H.H.
1'-2 3/4"
9'-1 1/2" 2ND FLR BRG PL
8'-0" 2ND FLR H.H.
1'-2 3/4"
9'-1 1/2" 1ST FLR. BRG. PL.
8'-0" 1ST FLR. H.H.
34'-8" MID POINT OF ROOF

December 12, 2025

Subject: Please Take Notice - Notification of Nearby Zoning Application
6095 Pine Mountain Rd, Kennesaw, GA 30144
Parcel ID(s): 20014001380

To whom it may concern,

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received a zoning application for a parcel of land within two hundred feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The application details are as follows:
Applicant Name: DRB Group Georgia, LLC
Property Address: 6095 Pine Mountain Rd
Parcel Identification Number: 20014001380
Description of Proposal: Request to rezone from Highway General Business (HGB) to Planned Unit Development – Residential (PUD-R) to develop fee simple residential townhomes.

The application will be reviewed and voted on at public hearings by the Planning Commission and the Mayor and Council. The meeting details are as follows:

Planning Commission Meeting	**Mayor & Council Meeting**
Date: 1/7/26	Date: 1/20/26
Time: 6:30 p.m.	Time: 6:30 p.m.

Both meetings occur in the City Hall Council Chambers located at 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. You may appear in person or be represented by an attorney to present any objections you may have. The application is enclosed for your review. This notice is being sent to you by order of the Planning Commission and the Mayor and Council.

Applicant Signature _____ Date 11. 21. 2025

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2025-003	HGB	PUD-R
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

6095 Pine Mountain Rd

Land Lot 140, Tax Parcel 138

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling
MAYOR
Lea Alvarez
CITY CLERK

Scale: 1" = 334 '
Print Date: 11/5/2025
RZ2025_003

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Heath 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 4/9/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ _____
Notary **Date**

SUSEANN R BRISTOW
MY COMMISSION EXPIRES
NOTARY
PUBLIC
BER 04, 2028
COUNTY, GEORGIA

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #)[redacted] (Work#)[redacted] (Cell#)[redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

City of Kennesaw, GA

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

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APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

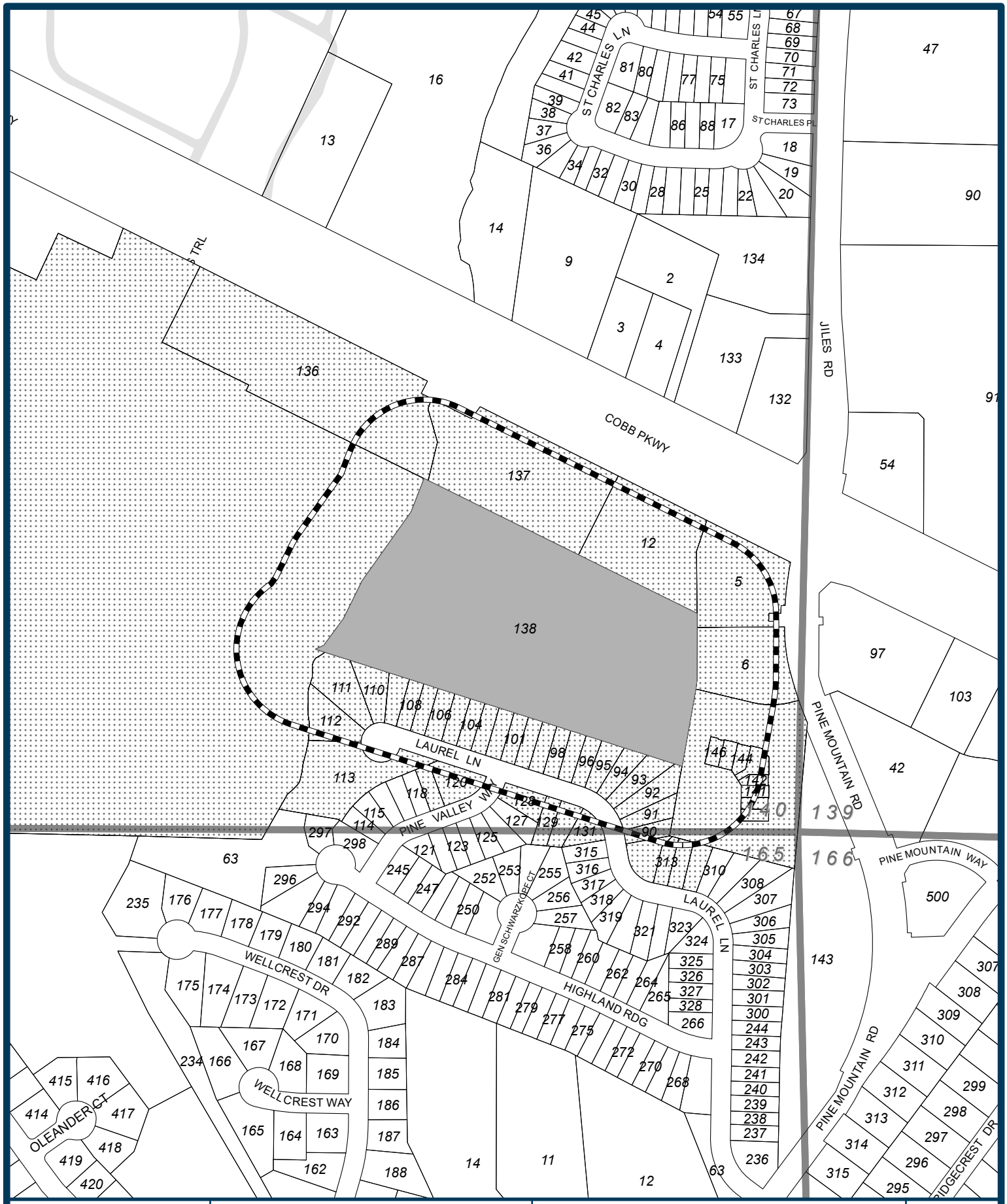
Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** [redacted]

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031
Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)
Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES January 24, 2029



Subject Parcel

200' Radius

Properties Notified

6095 Pine Mountain Rd
Land Lot 140,
Tax Parcel 138

RZ2025-003
200' PROPERTY NOTIFICATION

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling
MAYOR

Lea Alvarez
CITY CLERK

Date: 11/5/2025
RZ2025_003

1" = 318'

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 1 L

9590 9402 9664 5199 7255 60

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 3 L

9590 9402 9664 5199 7256 38

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 3 L

9590 9402 9664 5199 7275 02

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 5 L

9590 9402 9664 5199 7274 96

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001060
RUSH1 LLC
419 MORGAN FALLS CHASE
CANTON GA 30114 6835

9590 9402 9664 5199 7255 60

9589 0710 5270 2632 2245 23

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Cindy Austin
☐ Agent
☐ Addressee

B. Received by (Printed Name) Cindy Austin
C. Date of Delivery 12-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

CANTON GA 30114
DEC 15 2025

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001410
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

9590 9402 9664 5199 7256 38

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2244 55

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Renae Oldham
☐ Agent
☐ Addressee

B. Received by (Printed Name) Renae Oldham
C. Date of Delivery 12/15/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001070
RAFFI MASOUND
3339 EAGLE WATCH DR
WOODSTOCK GA 30189

9590 9402 9664 5199 7275 02

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Raffi Masoud
☐ Agent
☐ Addressee

B. Received by (Printed Name) Raffi Masoud
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001080
LOWERY RITA MAY
2686 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7274 96

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 25

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rita M Lowery
☐ Agent
☐ Addressee

B. Received by (Printed Name) Rita M. Lowery
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

ATLANTA GA RPDC 302
17 DEC 2025 PM 2 L

9590 9402 9664 5199 7250 65

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USPS
Permit No. G-10

United States
Postal Service

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RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 64

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
17 DEC 2025 PM 7 L

9590 9402 9731 5199 8716 71

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 2 L

9590 9402 9664 5199 7250 89

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

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City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001090
OVERSTREET MARY
2058 DOUBLE CREEK DR
POWDER SPRINGS GA 30127

9590 9402 9664 5199 7250 65

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2246 22

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001450
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 64

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2247 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Taylor Klippel
☐ Agent
☐ Addressee

B. Received by (Printed Name) Taylor Klippel | C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000910
MERVAR THOMAS M
598 OWL CREEK DR
POWDER SPRINGS GA 30127

9590 9402 9731 5199 8716 71

2. Article Number (Transfer from service label)
9589 0710 5270 2035 3721 42

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tom Mervar
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001030
PAYNE FAMILY TRUST
4359 WALNUT CREEK DR NW
KENNESAW GA 30152 7332

9590 9402 9664 5199 7250 89

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2246 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Connor Heffron | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7257 06

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7256 52

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-271180

USPS TRACKING #

9590 9402 9664 5199 7256 69

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-271180

USPS TRACKING #

9590 9402 9731 5199 8693 95

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-271180

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000920
PHILLIPS PEGGY A &
CAMP SUSAN P & STEPHEN V
2654 LAURAL LN
KENNESAW GA 30152

9590 9402 9731 5199 8693 95

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2245 61

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001300
MCDONALD MARY F
2659 LAUREL LN
KENNESAW GA 30152

9590 9402 9664 5199 7256 69

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 94

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001190
FONNEGRA EDBER L & YVONNE Y
3201 CHIPPEWA RUN NW
KENNESAW GA 30152

9590 9402 9664 5199 7256 52

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 87

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001390
REM REAL ESTATE LLC
6095 PINE MOUNTAIN RD UNIT 101
KENNESAW GA 30152

9590 9402 9664 5199 7257 06

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2244 31

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) ALEXANDRA HIATT | C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

USPS TRACKING #

ATLANTA GA RPDC 302
17 DEC 2025 PM 2 L

9590 9402 9731 5199 8694 49

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 71

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
17 DEC 2025 PM 10 L

9590 9402 9664 5199 7251 40

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
17 DEC 2025 PM 7 L

9590 9402 9664 5199 7250 96

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001130
PINE MOUNTAIN HOMEOWNERS ASSOC INC
120 ARNOLD MILL PARK STE 400
WOODSTOCK GA 30188

9590 9402 9731 5199 8694 49

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2245 30

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tammy King
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Tammy King
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20016503110
SANCHEZ JAYME
3751 TEMPLE CITY BLVD
ROSEMEAD CA 91770

9590 9402 9664 5199 7251 71

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2247 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001420
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 40

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2247

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Taylor Klippel
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Taylor Klippel
C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001100
MOWEN KEVIN B & MELANIE E
2690 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7250 96

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2246 53

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 6 L

9590 9402 9664 5199 7255 39

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 5 L

9590 9402 9664 5199 7256 21

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

4-271180

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 6 L

9590 9402 9664 5199 7255 84

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

4-271180

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 2 L

9590 9402 9664 5199 7251 19

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000060
6205 PINE MOUNTAIN ROAD LLC
2774 COBB PKWY SUITE 109-166
KENNESAW GA 30152

9590 9402 9664 5199 7255 39

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 56

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name)
Jeff

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001460
INNOVATION COMPOUNDING INC
6095 PINE MOUNTAIN RD SUITE 108
KENNESAW GA 30144

9590 9402 9664 5199 7256 21

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2244 62

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Receptionist

C. Date of Delivery
12/15/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000950
GREEN DAVID M & ELIZABETH A
10 ALLATOONA TRACE DR SE
ACWORTH GA 30102

9590 9402 9664 5199 7255 84

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2245 09

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001200
ABRAMS HOLLY
2814 PINE VALLEY WAY NW
KENNESAW GA 30152 6046

9590 9402 9664 5199 7251 19

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2246 77

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Holly Abrams
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Holly Abrams

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

ATLANTA GA RPDC 302

9590 9402 9664 5199 7251 57

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302

9590 9402 9664 5199 7251 33

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302

9590 9402 9664 5199 7250 27

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001400
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 33

2. Article Number (Transfer from service label)

9589 0710 5270 2632 2246 91

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Renae Oldham
☐ Agent
☐ Addressee

B. Received by (Printed Name) Renae Oldham
C. Date of Delivery 12/15/2

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001430
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 57

2. Article Number (Transfer from service label)

9589 0710 5270 2632 2247 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Renae Oldham
☐ Agent
☐ Addressee

B. Received by (Printed Name) Renae Oldham
C. Date of Delivery 12/15/

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000980
MCGEE WILLIAM M
2666 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7250 27

2. Article Number (Transfer from service label)

9589 0710 5270 2632 2245 85

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x
☐ Agent
☐ Addressee

B. Received by (Printed Name) WM MCGee
C. Date of Delivery 12/15/2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 4 L

9590 9402 9664 5199 7250 10

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
16 DEC 2025 PM 1 L

9590 9402 9664 5199 7250 41

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

DENVER CO 802
17 DEC 2025 PM 9 L

9590 9402 9664 5199 7255 53

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302
20 DEC 2025 PM 2 L

9590 9402 9664 5199 7250 58

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000940
GRACE REALTY OF GEORGIA LLC
25 HARRIS DR
MARIETTA GA 30067

9590 9402 9664 5199 7250 10

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2245 78

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001020
ALBERT ALEXANDER SEGUIN REV LIVING TR
2021 RENFORD POINTE
MARIETTA GA 30062 1891

9590 9402 9664 5199 7250 41

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2245 92

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restric Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receic

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000100
YES WOODLANDS OF KENNESAW LLC
ATTN PROPERTY ACCOUNTING
5050 S SYRACUSE ST STE 1200
DENVER CO 80237

9590 9402 9664 5199 7255 53

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 63

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Gillian Porter
C. Date of Delivery
12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
il
il Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001050
HARVEY RICHARD C & MARY SHIELDA
129 RAMBLEWOOD DR
STATESBORO GA 30458

9590 9402 9664 5199 7250 58

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2246 15

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Mary Shielda Harvey
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Mary Shielda Harvey
C. Date of Delivery
DEC 17 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
estricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricte Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS

USPS TRACKING #

9590 9402 9664 5199 7250 72

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2001000050
BANK OF AMERICA NA
C/O CORP REAL ESTATE ASSESSMENTS
PO BOX 32547
CHARLOTTE NC 28232

9590 9402 9664 5199 7250 72

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2246 39

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Lavonis Little

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

Lavons Little | 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 2632 2242 88

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To THE WHITMER FAMILY TRUST
Street and Apt. No., or PO Box No. 3660 ADAMSVILLE AVE
City, State, ZIP+4® THE VILLAGES FL 32163

GRESHAM ROAD STA Postmark Here DEC 12 2023 USPS MARIETTA GA 30062

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2242 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To BENSON ROBERT EDWARD &
JOYCE E TRUSTEES TRUST
AGREEMENT
Street and Apt. No., or PO Box No. 2664 LAUREL LN NW
City, State, ZIP+4® Kennesaw, GA 30152

GRESHAM ROAD STA Postmark Here DEC 12 2023 USPS MARIETTA GA 30062

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 38

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To SANCHEZ JAYME
Street and Apt. No., or PO Box No. 3751 TEMPLE CITY BLVD
City, State, ZIP+4® ROSEMEAD CA 91770

GRESHAM ROAD STA Postmark Here DEC 12 2023 USPS MARIETTA GA 30062

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 87

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To FONNEGRA EDBER L & YVONNE Y
Street and Apt. No., or PO Box No. 3201 CHIPPEWA RUN NW
City, State, ZIP+4® KENNESAW GA 30152

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Street and Apt. No., or PO Box No. ATTN PROPERTY ACCOUNTING
5050 S SYRACUSE ST STE 1200
City, State, ZIP+4® DENVER CO 80237

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Sent To 6205 PINE MOUNTAIN ROAD LLC
Street and Apt. No., or PO Box No. 2774 COBB PKWY SUITE 109-166
City, State, ZIP+4® KENNESAW GA 30152

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Street an 2659 LAUREL LN
City, Sta KENNESAW GA 30152

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Sent To RUSH1 LLC
Street an 419 MORGAN FALLS CHASE
City, State CANTON GA 0

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Sent To AERO GRP MOTORSPORTS LLC
Street and Apt. 2700 DELK RD SE STE 100
City, State, ZIP+ MARIETTA GA 30067

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Street a 6095 PINE MOUNTAIN RD STE 108
City, Sta KENNESAW GA 30144

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Street and Apt. No. VANESSA GISSEL
2644 LAUREL LN NW
City, State, ZIP+4® KENNESAW GA 0

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RAFFI MASOUND
3339 EAGLE WATCH DR
WOODSTOCK GA 30189

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LOWERY RITA MAY
2686 LAUREL LN NW
KENNESAW GA 30152

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255 HIGH BRANCH WAY
ROSWELL, GA 30075

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WHITE VALERIE L
2672 LAUREL LN NW
KENNESAW GA 30152

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MERVAR THOMAS M
598 OWL CREEK DR
POWDER SPRINGS GA 30127

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FARRAR RICHARD W II &
RODRIGUEZ FARRAR DIANA
50 S YORK DR
NEWNAN GA 30265

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COVALASCO PROPERTIES LLC
2721 COTTESFORD DR SE
SMYRNA GA 30080

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WESTBROOKE FINANCIAL LLC
5146 BURNT HICKORY RD
KENNESAW GA 30152

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Stree
City,

CEDAR CREEK PROFESSIONAL
OFFICE INC
2700 DELK RD SUITE 100
MARIETTA GA 30067

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REM REAL ESTATE LLC
6095 PINE MOUNTAIN RD UNIT
101
KENNESAW GA 30152

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DUNWOODY GA 30338

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5146 BURNT HICKORY RD NW
KENNESAW GA 30152

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PINE MOUNTAIN HOA INC
120 ARNOLD MILL PARK STE 400
WOODSTOCK GA 30188

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THE WHITMER FAMILY TRUST
3660 ADAMSVILLE AVE
THE VILLAGES FL 32163

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6490 WILDWOOD TRL
FLOWERY BRANCH GA 30542

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Sen
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CWI CONSTRUCTION INC
6095 PINE MOUNTIAN RD STE 106
KENNESAW GA 30152

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GREEN DAVID M & ELIZABETH A
10 ALLATOONA TRACE DR SE
ACWORTH GA 30102

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AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

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Street and Apt. 2021 RENFORD POINTE
City, State, ZIP MARIETTA GA 0

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Sent To MCGEE WILLIAM M
Street and Apt. 2666 LAUREL LN NW
City, State, ZIP+4 KENNESAW GA 30152

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Sent To GRACE REALTY OF GEORGIA LLC
Street and Apt. 25 HARRIS DR
City, State, ZIP+4 MARIETTA GA 30067

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Sent To PHILLIPS PEGGY A & CAMP SUSAN P & STEPHEN V
Street and Apt. 2654 LAURAL LN
City, State, ZIP+4 KENNESAW GA 30152

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City, State, ZIP+4 KENNESAW GA 30152

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City, State, ZIP+4 KENNESAW GA 0

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Sen BANK OF AMERICA NA C/O CORP
Stre REAL ESTATE ASSESSMENTS
PO BOX 32547
City, CHARLOTTE NC 28232

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Street and A 2058 DOUBLE CREEK DR
City, State, Z POWDER SPRINGS GA 30127

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Street and A 129 RAMBLEWOOD DR
City, State, Z STATESBORO GA 30458

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City, State, ZIP

AERO GRP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

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VICTOR NELSON HOLDINGS LLC
3124 KATES CT NW
KENNESAW GA 0

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2700 DELK RD SE STE 100
MARIETTA GA 30067

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ABRAMS HOLLY
2814 PINE VALLEY WAY NW
KENNESAW GA 0

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MARIETTA GA 30067

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ELLIS JAMES A & ANN T
2505 RETREAT DR
MARIETTA GA 30066

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MINBRO KENNESAW LLC
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ALPHARETTA GA 30022
City, State, Z

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ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS Printed at 12/09/25 16:48 by khick-tj

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Acct #: 110016 Ad #: 525050 Status: New

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

Start: 12/12/2025 Stop: 12/12/2025
Times Ord: 1 Times Run: ***
LEG 1.00 X 2.79 Words: 200
Total LEG 2.79
Class: 8003 PUBLIC HEARING
Rate: LEGL Cost: 30.00
Ad Descrpt: PH-8593 6095 PINE MTN RD
Descr Cont: MDJ-8593 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 6095 PINE MTN RD
Created: khick 12/09/25 14:59
Last Changed: khick 12/09/25 16:48

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

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	12/12

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-8593
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by DRB Group Georgia, LLC. Said request is to rezone the parcel located at 6095 Pine Mountain Road (20014001380) from Highway General Business (HGB) to Planned Unit Development-Residential (PUD-R) to develop fee simple residential townhomes. The parcels lie in Land Lot 140, Tax Parcels 138 of the 20th District, 2 nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on January 7, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on January 20, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link:
https://www.kennesaw-ga.gov/publicmeetings/

12-12-2025

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2025-03
PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.
DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 1/20/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268
WARNING
Security Cameras In Use
KEEP OUT
PRIVATE
POSTED
KEEP OUT
UNDER CONTRACT
NO TRESPASSING
12.12.2025 10:22

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2025-03
PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.
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HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268
12.12.2025 10:24

KEEP OUT
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2025-03
PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.
DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM
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FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268
12.12.2025 10:29

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2025-03
PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.
DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM
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PLACE: CITY HALL KENNESAW, GA
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HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268
12.12.2025 10:32

MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

COUNCIL
Mayor Pro Tem Pat Ferris
Antonio Jones
Madelyn Orochena
Tracey Viars
Anthony Gutierrez

December 29, 2025

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Applications (Case #RZ2025-03)
6095 Pine Mountain Rd, Kennesaw, GA – Parcel ID 20014001380

Dear Ms. Mabry,

Attached, please find a rezoning application submitted by Rozen, Rozen & Reilly, LLP – Adam Rozen, requesting to rezone approximately 8.823 +/- acres from Highway General Business (HGB) to Planned Unit Development- Residential (PUD-R). The proposed rezoning would allow for the development of a townhome community at the subject property. Because this case is within a half-mile from unincorporated Cobb County, this letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement on Services Delivery Strategy, Land Use section.

These cases are set to go before the Kennesaw Planning Commission on Wednesday, January 7, 2026 at 6:30 p.m. for public hearing and Mayor and Council on Tuesday, January 20, 2026 at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, please feel free to contact Planning and Zoning at 770-590-8268 or send an e-mail to ccampbell@kennesaw-ga.gov.

Sincerely,

Chanelle Campbell

Chanelle Campbell
Planning and Zoning Administrator

Enclosure: Zoning Application

cc: **Jessica Guinn, AICP, Community Development Agency Director (Via E-mail)**
Dr. Jackie McMorris, Cobb County Manager (Via E-mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via E-mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via E-mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via E-mail)
Rebecca Goldstein, Administrative Assistant (Via E-mail)

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2025-003	HGB	PUD-R
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

6095 Pine Mountain Rd

Land Lot 140, Tax Parcel 138

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling
MAYOR
Lea Alvarez
CITY CLERK

Scale: 1" = 334 '
Print Date: 11/5/2025
RZ2025_003

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
(770) 427-7004 (T)
(770) 426-9584 (F)

ROGER J. ROZEN
[redacted]
ADAM J. ROZEN
[redacted]
JEFFREY M. REILLY, JR.
[redacted]

Injury, Land Use,
Criminal Defense,
Domestic
& Business

October 17, 2025

VIA EMAIL: dsimmons@kennesaw-ga.gov

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC to rezone from HGB to PUD for fee simple residential townhomes on an approximately 8.828 acre tract known as 6095 Pine Mountain Road, City of Kennesaw, Cobb County, Georgia

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application regarding the above-captioned property ("Subject Property") (hereinafter collectively the "Application"). On behalf of DRB, please accept and find the Application and the following:

1. Application forms signed by the Property Owner and Applicant.

2. Application fee to be submitted electronically following receipt of City electronic invoice after filing.

3. Copies of the deed reflecting the record titleholder and a current legal description of the subject property.

4. Copies of the paid tax receipt for 2024.

5. Copy of the site plan drawn to scale and survey of the property.

6. A Constitutional Challenge.

REZONING WRITTEN DESCRIPTION/LETTER OF INTENT

The Subject Property is zoned HGB in a commercialized corridor of the City of Kennesaw along US Hwy 41 near its intersection with Jiles Road/Pine Mountain Road. The Subject Property is one parcel removed from and without frontage on US Hwy 41 situated behind retail commercial parcels fronting on the highway on one side and situated behind additional retail and professional office uses fronting on Pine Mountain Road. The Subject Property is partially developed for an assisted living facility but left incomplete after horizontal development was halted due to bankruptcy.

The Applicant proposes rezoning to PUD for the development of fee simple residential townhomes providing an additional and needed residential development alongside an existing residential townhome development and mobile home park before transitioning to additional residential uses zoned R-10 and R-20. The development is proposed under the maximum allowed PUD density of 12 UPA at 10.08 UPA yielding 89 units.

For these reasons, the intent and purpose of the Ordinance and applicable Sections are not frustrated by the Applicant's request, but their strict application and retention of the existing HGB zoning district would create a hardship for the Applicant without gain or benefit to the public for strict enforcement.

For all the reasons stated herein above and with all of the information and documentation which is before you, we respectfully request that the Rezoning Application be approved. Prior to the final hearing of the Application, I will be providing you and your staff with any necessary additional information, documentation and stipulations in order to facilitate the approval of this Application.

Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
[redacted]

AJR/srb
Enclosures/Attachments

City of Kennesaw, GA

REZONING APPLICATION

Date Received_____
Staff's Initials_____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Heath 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 6/19/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received _____
Staff's Initials _____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ _____
Notary **Date**

SUSEANN R BRISTOW
NOTARY PUBLIC
MY COMMISSION EXPIRES
BRISTOW 10/17/25
NOVEMBER 04, 2028
COUNTY, GEORGIA

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

City of Kennesaw, GA

REZONING APPLICATION

Date Received_____
Staff's Initials_____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** (404) 525-4000

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031
Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)

Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES January 24, 2029

ZONING STANDARDS RESPONSE AND ZONING IMPACT STATEMENT FOR THE REZONING APPLICATION OF DRB GROUP GEORGIA, LLC

COMES NOW, APPLICATION OF DRB GROUP GEORGIA, LLC, and pursuant to Section 1908 of the Kennesaw Zoning Code, files this its Zoning Impact Statement and Zoning Standards Response, as follows:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objectives? *Yes, the Subject Property is within a Community Activity Center ("CAC") without frontage but one parcel removed from US Hwy 41 and adjoining existing residential ranging from townhomes to single family detached homes of varying zoning districts and a mobile home park.*

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets? *The proposed amendment would increase traffic in its provision of additional homes but would do so in an appropriate manner and without congestion through US Hwy 41 access and additional access to Pine Mountain Road.*

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers? *The amendment would increase by providing occupied homes on an otherwise vacant and partially developed parcel and will be developed with implementation and adherence to current fire safety standards.*

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city? *The proposed amendment will promote public health and welfare by providing active*

development on an otherwise partially developed parcel and provide needed housing opportunities.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air? *The proposed amendment will not negatively impact provisions of light and air being developed alongside similar residential uses and adjacent to existing retail commercial uses.*

(6) Would the proposed amendment tend to cause, prevent or have no influence on the overcrowding of land? *The proposed amendment will not overcrowd land being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(7) Would the proposed amendment tend to cause, prevent or have no relationship on the population distribution within the city creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? *The proposed amendment will have a positive relationship on population distribution being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewage, other public services, utilities or facilities? *The proposed amendment will facilitate the aforementioned utilities and facilities by efficiently providing 89 residential homes developed with and served by such utilities.*

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? *The proposed amendment will be compatible with and enhance environmental conditions through best management practices stormwater facilities, erosion and environmental controls.*

(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds? *The proposed amendment would only require a reasonable expenditure of public funds.*

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area? *The proposed amendment will promote the aesthetics of the existing and future uses by eliminating a blighted and partially developed site but provide residential homes to support the existing adjacent and nearby retail and professional uses.*

(12) Would the proposed amendment have measurable adverse economic effect of on the value of the surrounding or adjacent properties? The proposed amendment *promote a positive economic effect on surrounding properties by eliminating a blighted and partially developed site and instead provide residential homes to support the existing adjacent and nearby retail and professional uses.*

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: *<u>/s/ Adam J. Rozen</u>*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

City of Kennesaw, GA

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the ~~applicant~~ TITLEHOLDER made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No The Bankruptcy Estate of A P. Real Estate Georgia, LLC has not made any campaign contributions.

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this _____d ay of _____, 20_____

TITLEHOLDER
~~Applicants~~ **Signature**

Kathleen Steil as Trustee

Signed by:

Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890 ND GA)

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

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

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

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

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

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

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

I certify that the foregoing information is true and correct, this 15th day of October, 2025

Applicants Signature

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

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CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

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

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

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

NO

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

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

I certify that the foregoing information is true and correct, this 17th day of OCTOBER, 2025

Applicants Signature

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

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

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 5746407-280

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

LIMITED WARRANTY DEED

FOR ML SEE
LB Book 137 Page 2703

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

Grantor will warrant and forever defend the right and title to the above–described property unto the said Grantee against the claims of all persons, claiming by, through or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature _____(SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
03320130006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-20

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

FOR NOTICE SEE
DE Book 16162 Page 2550

LIMITED WARRANTY DEED

FOR ML SEE
LB Book 137 Page 2703

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

Grantor will warrant and forever defend the right and title to the above–described property unto the said Grantee against the claims of all persons, claiming by, through or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN MATTSON
Commission # 1930475
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2015

Signature_____(SEAL)
Signature of Notary Public

EXHIBIT "A"

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Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143, and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point;

thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Printed: 9/8/2025

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
GEORGIA CONSTRUCTION MANAGEMENT LLC

A P REAL ESTATE GEORGIA LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2024	20014001380	10/15/2024	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$6,711.75	**$0.00**

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

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

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	257839

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.5000000000		$333.92
2024-BLIGHTED PROPERTY-13									$12,354.96

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$14,414.12
Interest	$1,091.56
Penalty	$1,235.50
Other Fees	$0.00
Payments Received	$2,059.16
Other Amounts Due	$2,036.90
Total Due	$16,718.92
Due Date	12/01/2024

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

Parcel ID:	20014001380
Amount Due:	$16,718.92
Bill#:	257839
Due Date:	12/01/2024
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

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

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

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	257839

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.5000000000		$333.92
2024-BLIGHTED PROPERTY-13									$12,354.96

Exemptions:

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

Parcel ID:	20014001380
Amount Due:	$16,718.92
Bill#:	257839
Due Date:	12/01/2024
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

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

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is William Cotter. I am the officer who is delegated the responsibility for authenticating records of DRB GROUP GEORGIA, LLC, a Foreign Limited Liability Company which entity is the applicant in the Rezoning Application to which this Certificate is attached (the Applicant). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Rezoning Application regarding certain real property owned by AP Real Estate Georgia, LLC located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Applicant (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That corporate seal or facsimile affixed to the Rezoning Application is in fact the seal of the Applicant Company or a true facsimile thereof; and

(b) That the officer or other representative of the Applicant Company who executed the Rezoning Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Rezoning Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and

(c) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Applicant Company by the officer or other representative of the Applicants has been duly authorized by the Applicant Company.

DRB GROUP GEORGIA, LLC

By: _____ (CORPORATE SEAL)

Print Name: William Cotter

Its: Vice President
Title

CERTIFICATE REGARDING COMPANY AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is Kathleen Steil and I am the Chapter 7 Trustee for the Estate of AP Real Estate Georgia, LLC, Case No. 23-57890-JWC, pending in the Northern District of Georgia. As such, I am the only person authorized to act for or on behalf of AP Real Estate Georgia, LLC, a Domestic Limited Liability Company which entity is the titleholder in the Rezoning Application to which this Certificate is attached (the Titleholder). A true and correct copy of the Notice of Appointment of Interim Trustee and Section 341(a) Meeting of Creditors [Docket No. 64] is attached hereto. I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given for use with respect to the Applicant's Rezoning Application regarding certain real property owned by the Titleholder Company located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Titleholder Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Titleholder (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That, by virtue of the bankruptcy filing, I am the sole representative of the Titleholder Company. I have executed the Rezoning Application, I do in fact occupy the official position indicated, I have the authority to execute the Rezoning Application on behalf of the Titleholder Company, and my signature is genuine; and

(b) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Titleholder Company has been duly authorized by the Bankruptcy Court's *Order Granting Trustee's Motion for Entry of An Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances entered on March 31, 2025* [Docket No. 93] ("Bankruptcy Court Order"). A true and correct copy of the Bankruptcy Court's Order is attached hereto and incorporated herein by reference.

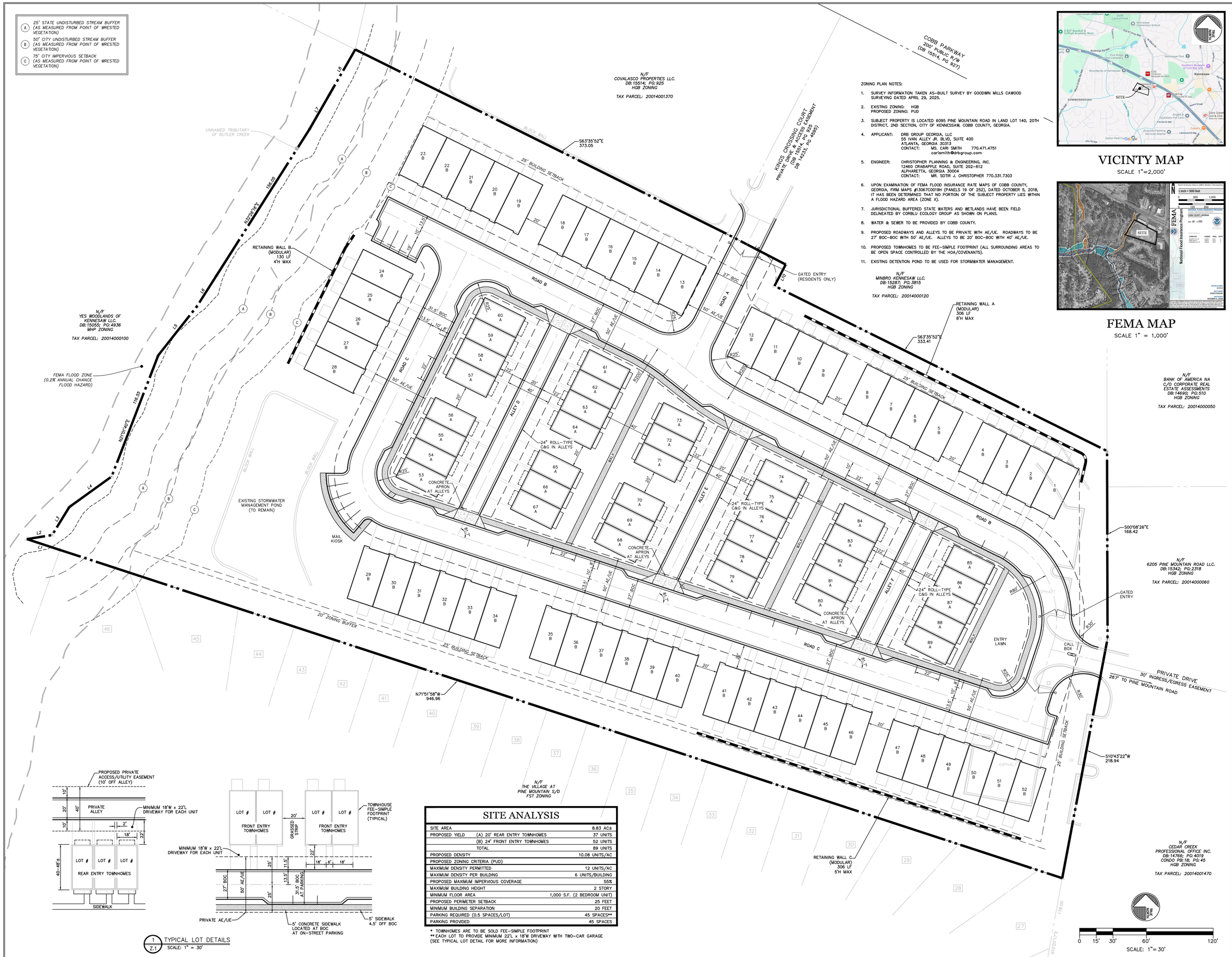
A P REAL ESTATE GEORGIA, LLC,
Case No. 23-57890-JWC, pending in the Northern District of Georgia

By: _____
Kathleen Steil as and only as Chapter 7 Trustee

(A) 25' STATE UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(B) 50' CITY UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(C) 75' CITY IMPERVIOUS SETBACK (AS MEASURED FROM POINT OF WRESTED VEGETATION)



VICINTY MAP

SCALE 1"=2,000'

FEMA MAP

SCALE 1" = 1,000'

1 / Z.1 TYPICAL LOT DETAILS

SCALE: 1" = 30'

SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		45 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

ZONING PLAN NOTES:

1. SURVEY INFORMATION TAKEN AS-BUILT SURVEY BY GOODWIN MILLS CAWOOD SURVEYING DATED APRIL 29, 2025.
2. EXISTING ZONING: HGB
   PROPOSED ZONING: PUD
3. SUBJECT PROPERTY IS LOCATED 6095 PINE MOUNTAIN ROAD IN LAND LOT 140, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESSAW, COBB COUNTY, GEORGIA.
4. APPLICANT: DRB GROUP GEORGIA, LLC
   55 IVAN ALLEY JR. BLVD, SUITE 400
   ATLANTA, GEORGIA 30313
   CONTACT: MS. CARI SMITH 770.471.4751
   carismith@drbgroup.com
5. ENGINEER: CHRISTOPHER PLANNING & ENGINEERING, INC.
   12460 CRABAPPLE ROAD, SUITE 202-612
   ALPHARETTA, GEORGIA 30004
   CONTACT: MR. SOTIR J. CHRISTOPHER 770.331.7303
6. UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, FIRM MAPS #13067C0019H (PANELS 19 OF 252), DATED OCTOBER 5, 2018, IT HAS BEEN DETERMINED THAT NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE X).
7. JURISDICTIONAL BUFFERED STATE WATERS AND WETLANDS HAVE BEEN FIELD DELINEATED BY CORBLU ECOLOGY GROUP AS SHOWN ON PLANS.
8. WATER & SEWER TO BE PROVIDED BY COBB COUNTY.
9. PROPOSED ROADWAYS AND ALLEYS TO BE PRIVATE WITH AE/UE. ROADWAYS TO BE 27' BOC-BOC WITH 50' AE/UE. ALLEYS TO BE 20' BOC-BOC WITH 40' AE/UE.
10. PROPOSED TOWNHOMES TO BE FEE-SIMPLE FOOTPRINT (ALL SURROUNDING AREAS TO BE OPEN SPACE CONTROLLED BY THE HOA/COVENANTS).
11. EXISTING DETENTION POND TO BE USED FOR STORMWATER MANAGEMENT.

CP&E

CHRISTOPHER PLANNING & ENGINEERING

GEORGIA REGISTERED No. 028999 PROFESSIONAL ENGINEER SOTIRIOS J. CHRISTOPHER — 10/14/2025

GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 03.21.2027)

12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLEMENTED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLAN

FOR:

6095 PINE MOUNTAIN ROAD

LAND LOT 140
20TH DISTRICT, 2ND SECTION
CITY OF KENNESSAW
COBB COUNTY, GEORGIA

PARCEL ID: 20014001380

FOR:

DRB GROUP

DRB GROUP GEORGIA, LLC

55 IVAN ALLEN JR. BLVD
SUITE 400
ALTANTA, GA 30313
PHONE 770.471.4751

PRIMARY PERMITTEE &
24HR EMERGENCY CONTACT:
MR. ANDREW BURK 770.615.0711
GSWCC #96351 (EXP. 12.29.2027)
aburk@drbgroup.com

REVISIONS

DATE: OCTOBER 14, 2025

CP&E DRAWING NO: 2024164.10c.dwg

ZONING SITE PLAN

SHEET NO. Z.1

TO THE MAYOR & CITY COUNCIL

KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, *DRB GROUP GEORGIA, LLC,* hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being in Kennesaw, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of HGB as established by the governing authority of Kennesaw, Georgia to the zoning category of PUD for residential townhomes.

3.

The current HGB zoning classification of the property and all intervening classifications between same and PUD are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of HGB and all intervening classifications between same and PUD as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The Kennesaw Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

TRAFFIC IMPACT STUDY
FOR
PROPOSED RESIDENTIAL DEVELOPMENT
AT 6095 PINE MOUNTAIN ROAD

CITY OF KENNESAW, GEORGIA

Prepared for:

DRB Group
55 Ivan Allen Jr. Blvd, Suite 400
Atlanta, GA 30313

Prepared By:

A&R Engineering Inc.
2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

December 05, 2025
A & R Project # 25-214

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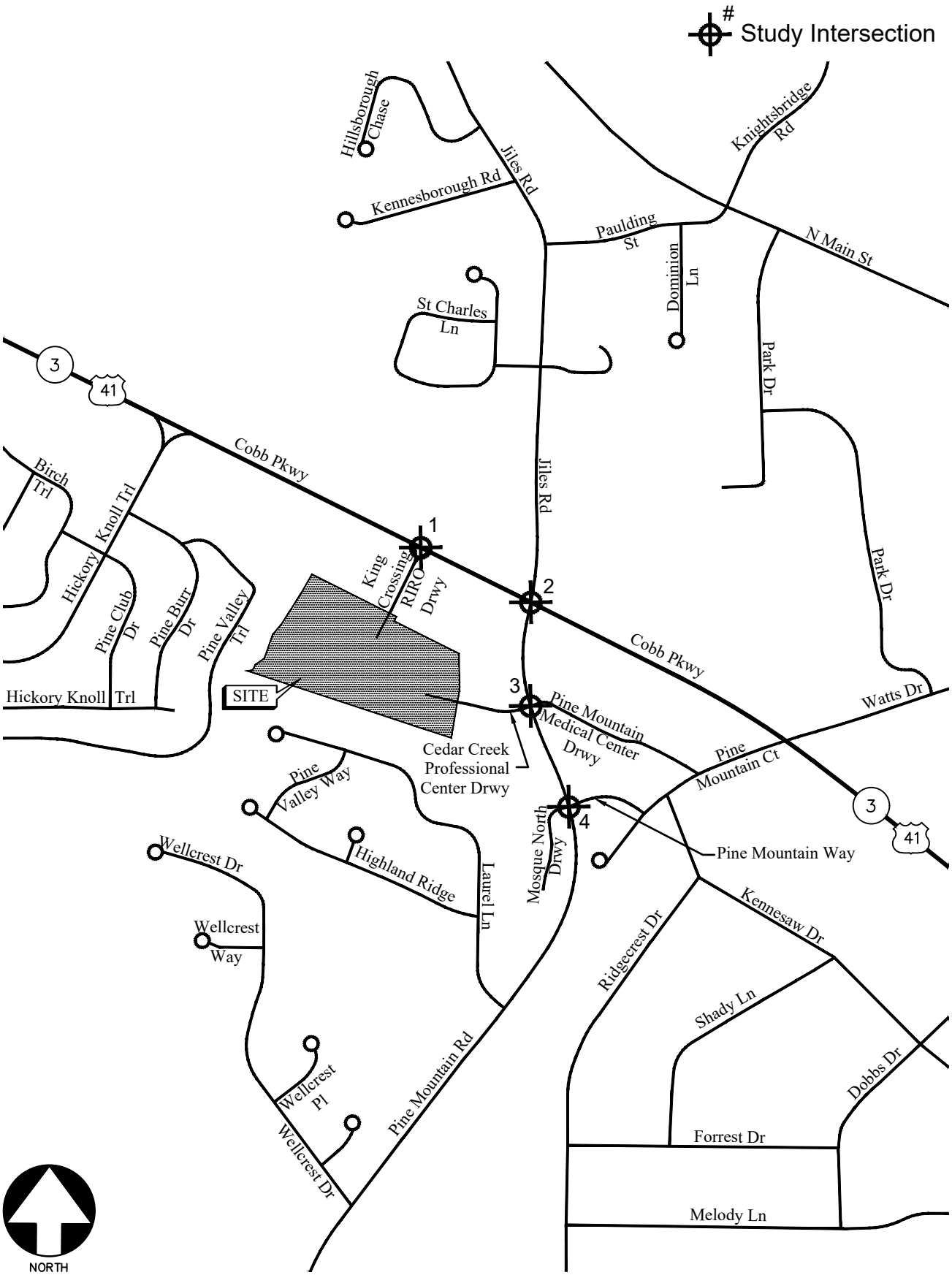
1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed residential development that will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The traffic analysis evaluates the current operations and the future conditions with the traffic generated by the development. The proposed residential development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.

The AM and PM peak hours have been analyzed in this study, which includes the evaluation of traffic operations at the intersections of:

1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network are shown in Figure 1.



LOCATION MAP

FIGURE 1

A&R Engineering Inc.

2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 SR 3/US 41 (Cobb Parkway)

SR 3/US 41 (Cobb Parkway) is an east-west, four-lane, median divided roadway with a posted speed limit of 45 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-0013) indicate that the daily traffic volume on SR 3/US 41 (Cobb Parkway) in 2024 was 35,200 vehicles per day east of Jiles Road / Pine Mountain Road. Cobb County classifies SR 3/US 41 (Cobb Parkway) as an arterial roadway.

2.1.2 Pine Mountain Road

Pine Mountain Road is a north-south, two-lane roadway with a posted speed limit of 40 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-3005) indicate that the daily traffic volume on Pine Mountain Road in 2024 was 12,600 vehicles per day north of Shillings Road. Cobb County classifies Pine Mountain Road as an arterial roadway.

2.1.3 Jiles Road

Jiles Road is a north-south roadway with a two-way left-turn lane and a posted speed limit of 35 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-0647) indicate that the daily traffic volume on Jiles Road in 2024 was 17,000 vehicles per day south of Legacy Park Boulevard. Cobb County classifies Jiles Road as an arterial roadway.

2.1.4 Pine Mountain Way

Pine Mountain Way is an east–west, two-lane roadway in the vicinity of the site.

3.0 Study Methodology

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board Highway Capacity Manual, 6th edition (HCM 6). Synchro 11 software, which utilizes the HCM methodology, was used for analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level of service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume-to-capacity ratio greater than 1 is designed as "F" regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level of service is assigned a letter designation from "A" through "F". Level of service "A" indicates excellent operations with little delay to motorists, while level of service "F" exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

Table 1 – Level of Service Criteria for Unsignalized Intersections

Control Delay (sec/vehicle)	**LOS by Volume-to-Capacity Ratio***	
	v/c ≤ 1.0	**v/c > 1.0**
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

*The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

Source: Highway Capacity Manual, 6th edition, Exhibit 20-2 *LOS Criteria: Motorized Vehicle Mode*

3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio greater than 1.0 for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersections.

Table 2 – Level of Service Criteria for Signalized Intersections

Control Delay (sec/vehicle) *	**LOS for Lane Group by Volume-to-Capacity Ratio***	
	v/c ≤ 1.0	**v/c > 1.0**
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 80	E	F
> 80	F	F

*For approach-based and intersection wide assessments, LOS is defined solely by control delay

Source: Highway Capacity Manual, 6th edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/c) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual cycle failures (one or more queued vehicles cannot depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the v/c ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the v/c ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

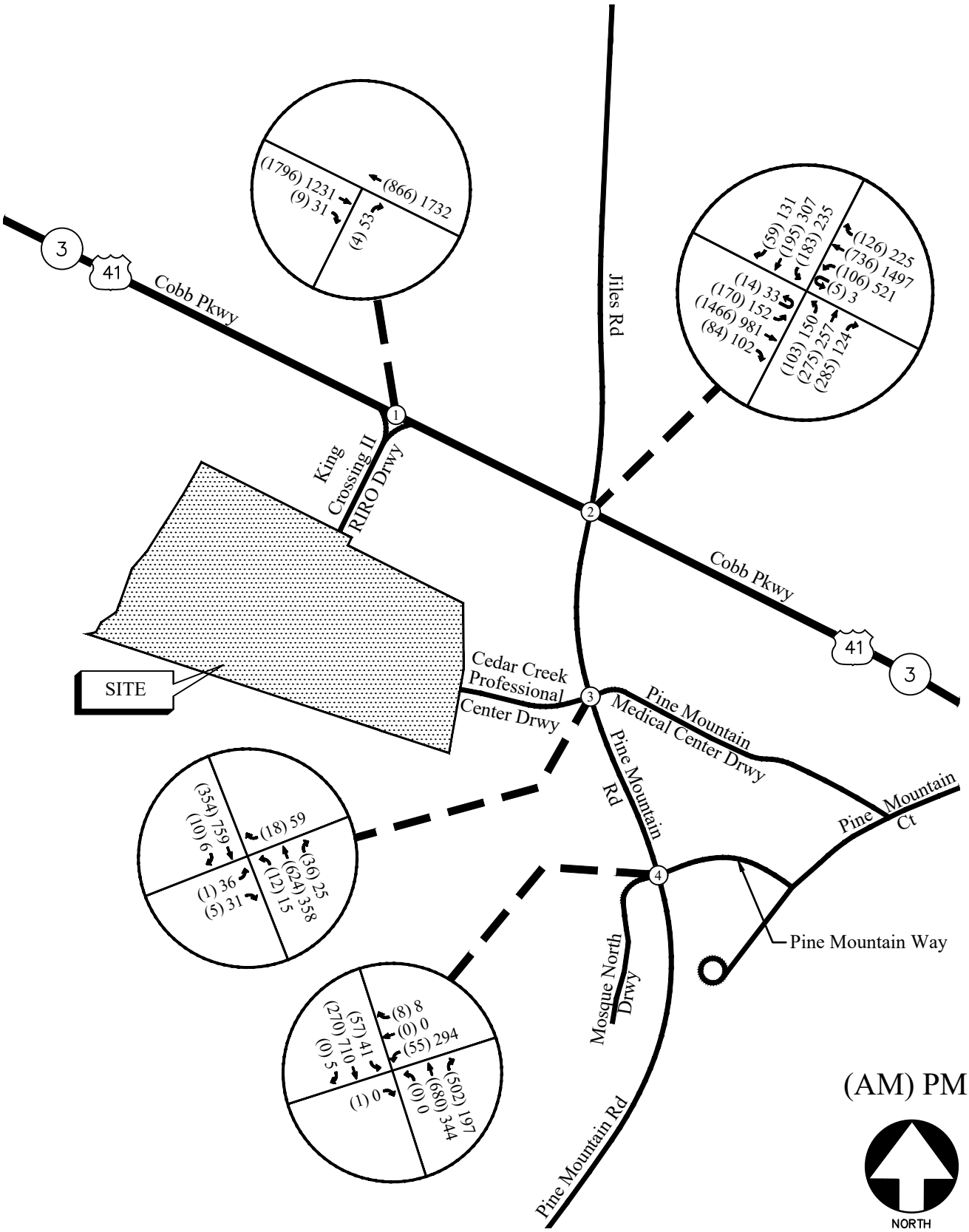
4.0 EXISTING 2025 TRAFFIC ANALYSIS

4.1 Existing Traffic Volumes

Existing traffic counts were obtained at the following study intersections:

1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

Turning movement counts were collected on Tuesday, November 18, 2025. All turning movement counts were recorded during the AM and PM peak hours between 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively. The four consecutive 15-minute interval volumes that produced the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2. The existing traffic control and lane geometry for the study intersections are shown in Figure 3.



EXISTING WEEKDAY PEAK-HOUR VOLUMES FIGURE 2

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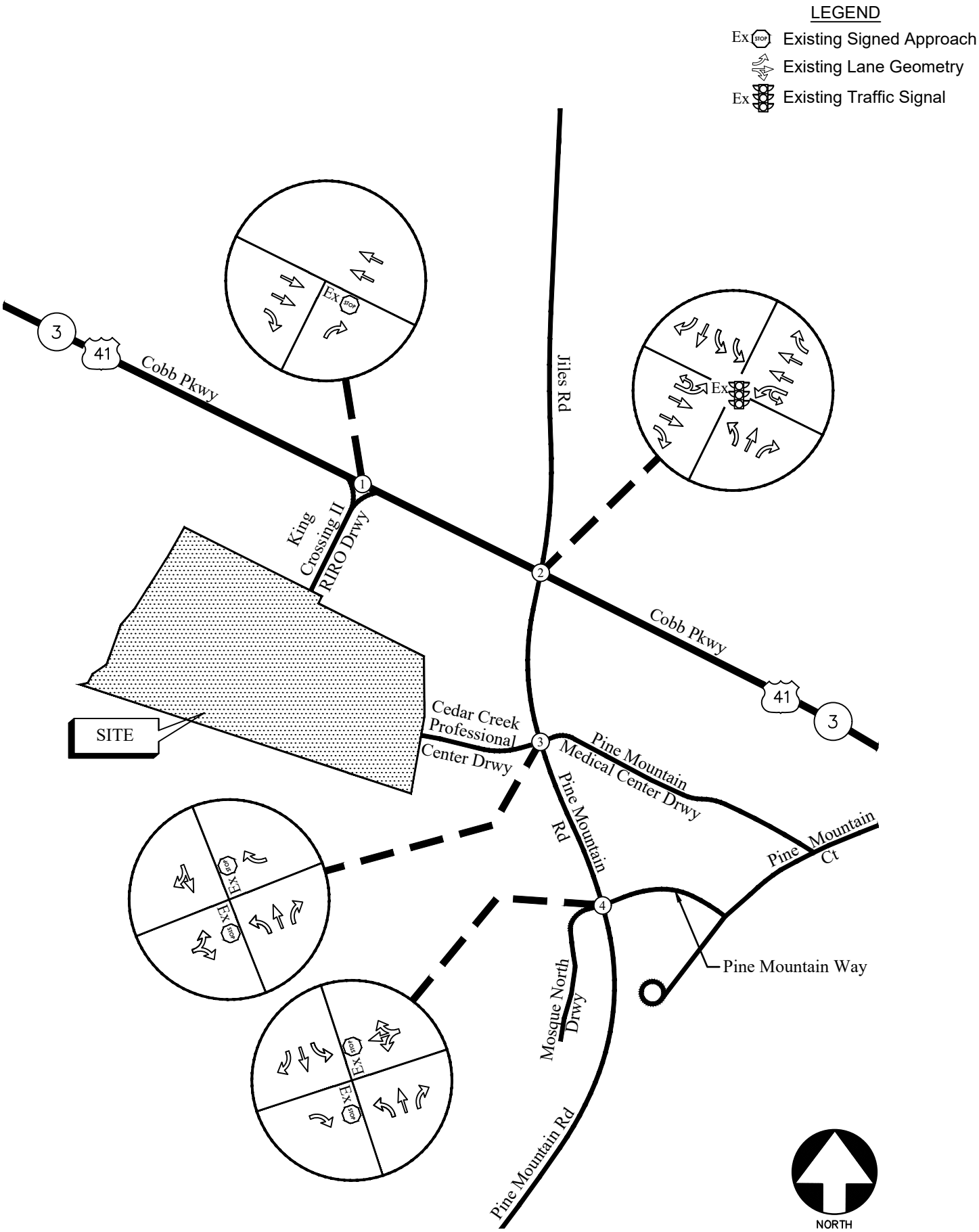


EXISTING TRAFFIC CONTROL AND LANE GEOMETRY FIGURE 3

A&R Engineering Inc.

4.2 Existing Traffic Operations

Existing traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analysis are shown in Table 3.

Table 3 – Existing Intersection Operations

	Intersection	Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	**SR 3/US 41 (Cobb Parkway) @ King Crossing II Driveway (Right-In/Right-Out)** -Northbound Approach	Stop Controlled on Northbound Approach	C (19.4)	C (15.1)
2	**SR 3/US 41 (Cobb Parkway) @ Jiles Road / Pine Mountain Road** -Eastbound Approach -Westbound Approach -Northbound Approach -Southbound Approach	Signalized	**D (37.1)** C (24.5) C (20.4) F (85.2) F (83.8)	**E (61.3)** D (50.5) D (54.3) F (84.0) F (94.9)
3	**Pine Mountain Road @ Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway** -Eastbound Approach -Westbound Approach -Northbound Left	Stop Controlled on EB and WB Approaches	B (12.8) B (13.1) A (8.1)	D (31.6) B (10.9) A (9.4)
4	**Pine Mountain Road @ Pine Mountain Way / Mosque North Driveway** -Eastbound Approach -Westbound Approach -Northbound Left -Southbound Approach	Stop Controlled on EB and WB Approaches	A (9.7) D (32.7) A (7.8) B (11.9)	B (13.5) F (*) A (9.1) A (8.7)

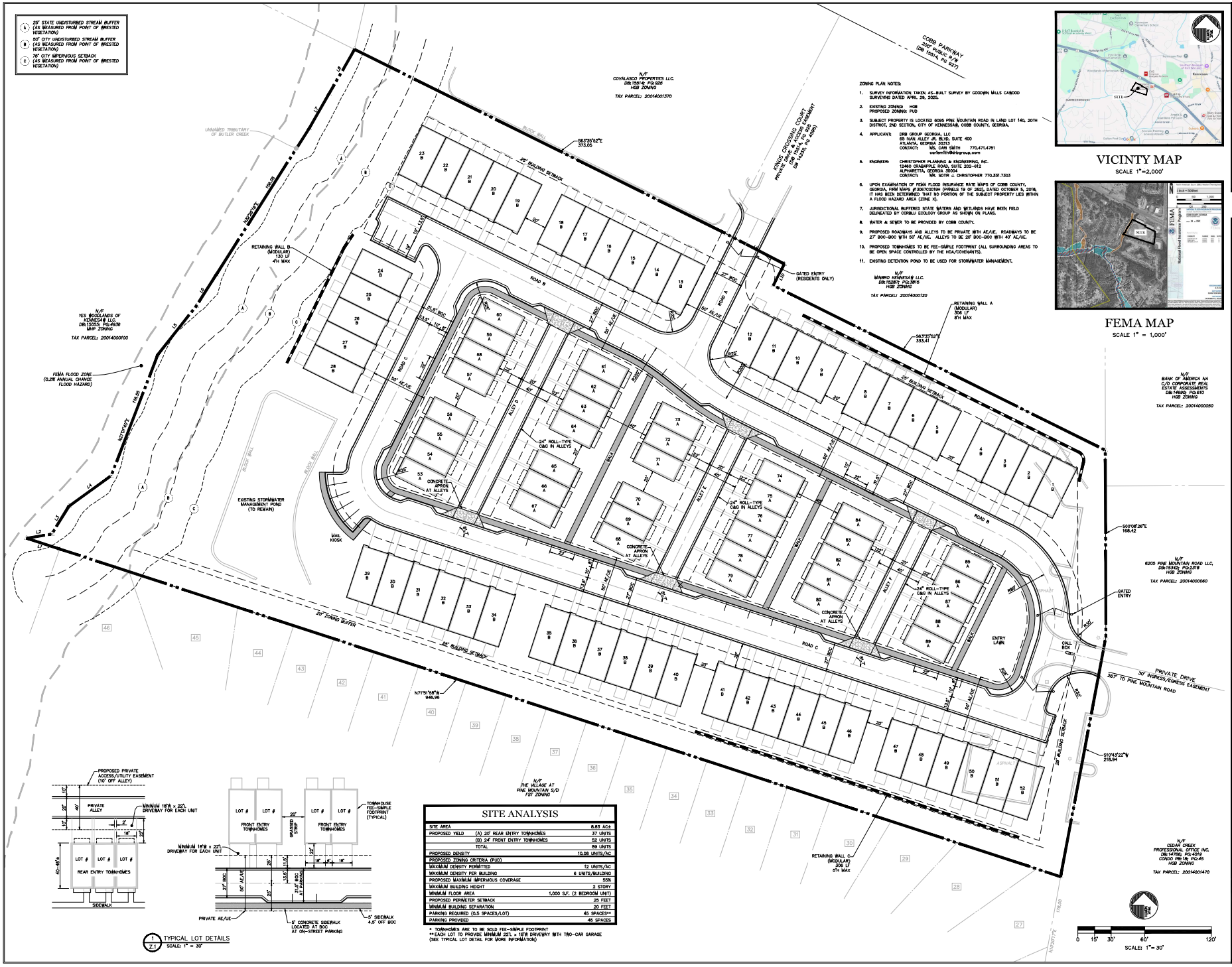
*Delay exceeds 300s

The results of the existing traffic operations analysis indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) is operating at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections are operating at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which is operating at a level of service "F" in the PM peak hour. The high estimated delay time at this approach can be primarily attributed to the heavy left-turning volume out of Pine Mountain Way, which is shown to exceed 290 vehicles during the PM peak hour in Figure 2. Northbound drivers going south on Pine Mountain Road use this route as a cut-through route, instead of turning left at the signalized intersection of Cobb Parkway and Pine Mountain Road/Jiles Road.

5.0 PROPOSED DEVELOPMENT

The proposed residential development will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The proposed development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.

A site plan is shown in Figure 4.



SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		46 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

Figure 4 – Site Plan

5.1 Trip Generation

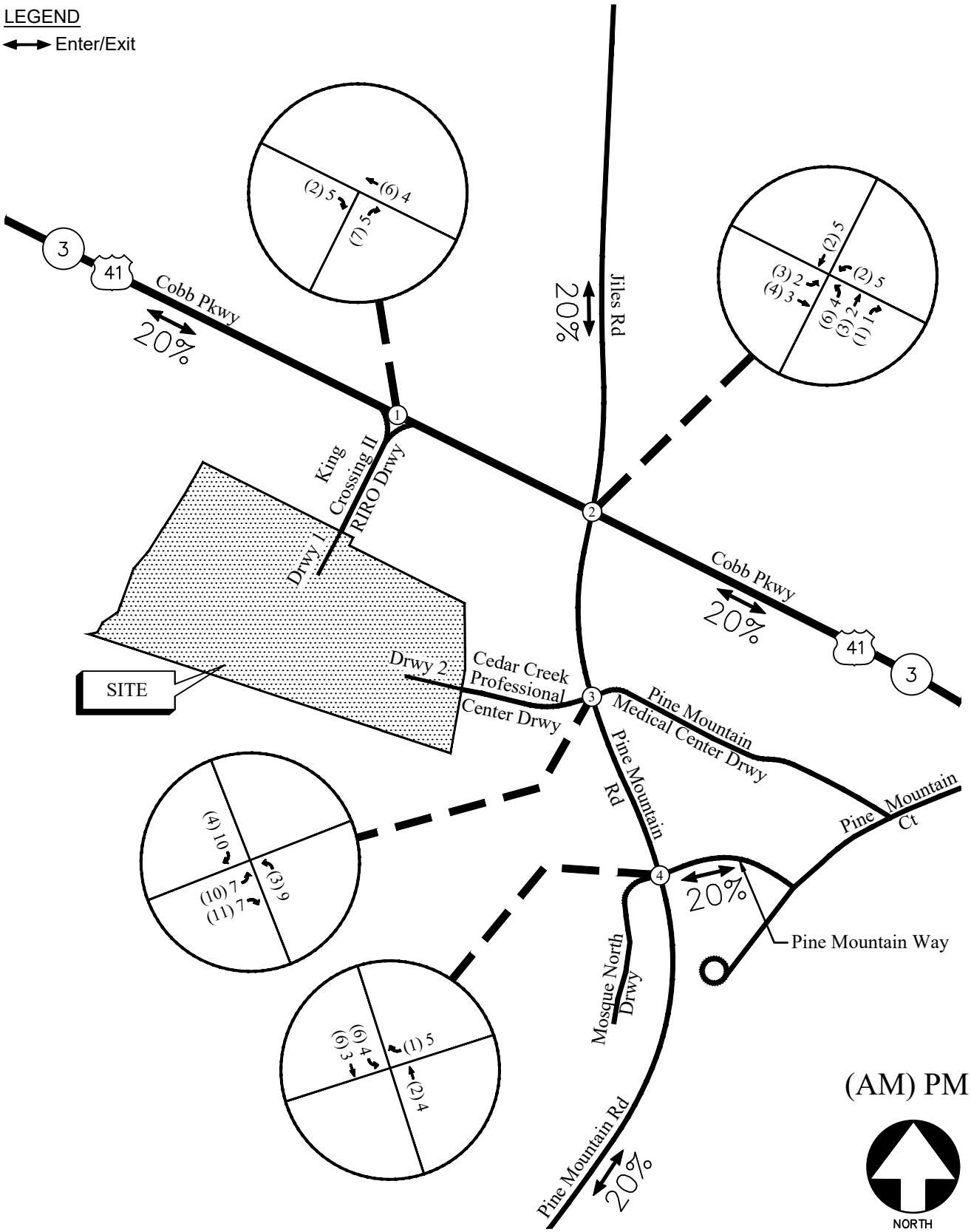
Trip generation estimates were based on the rates and equations published in the 12th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation for this project was based on the ITE land use category *215 - Single-Family Attached Housing.* The calculated trip generation volumes for the proposed development are shown in Table 4.

Table 4 – Trip Generation

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 215 – Single-Family Attached Housing	89 Units	9	28	37	24	19	43	584

5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution along with the AM and PM peak hour traffic generated by the site are shown in Figure 5.



TRIP DISTRIBUTION AND NEW SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES

FIGURE 5

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6.0 FUTURE 2027 TRAFFIC ANALYSIS

The future 2027 traffic operations are analyzed for the "Build" and "No-Build" conditions.

6.1 Future "No-Build" Conditions

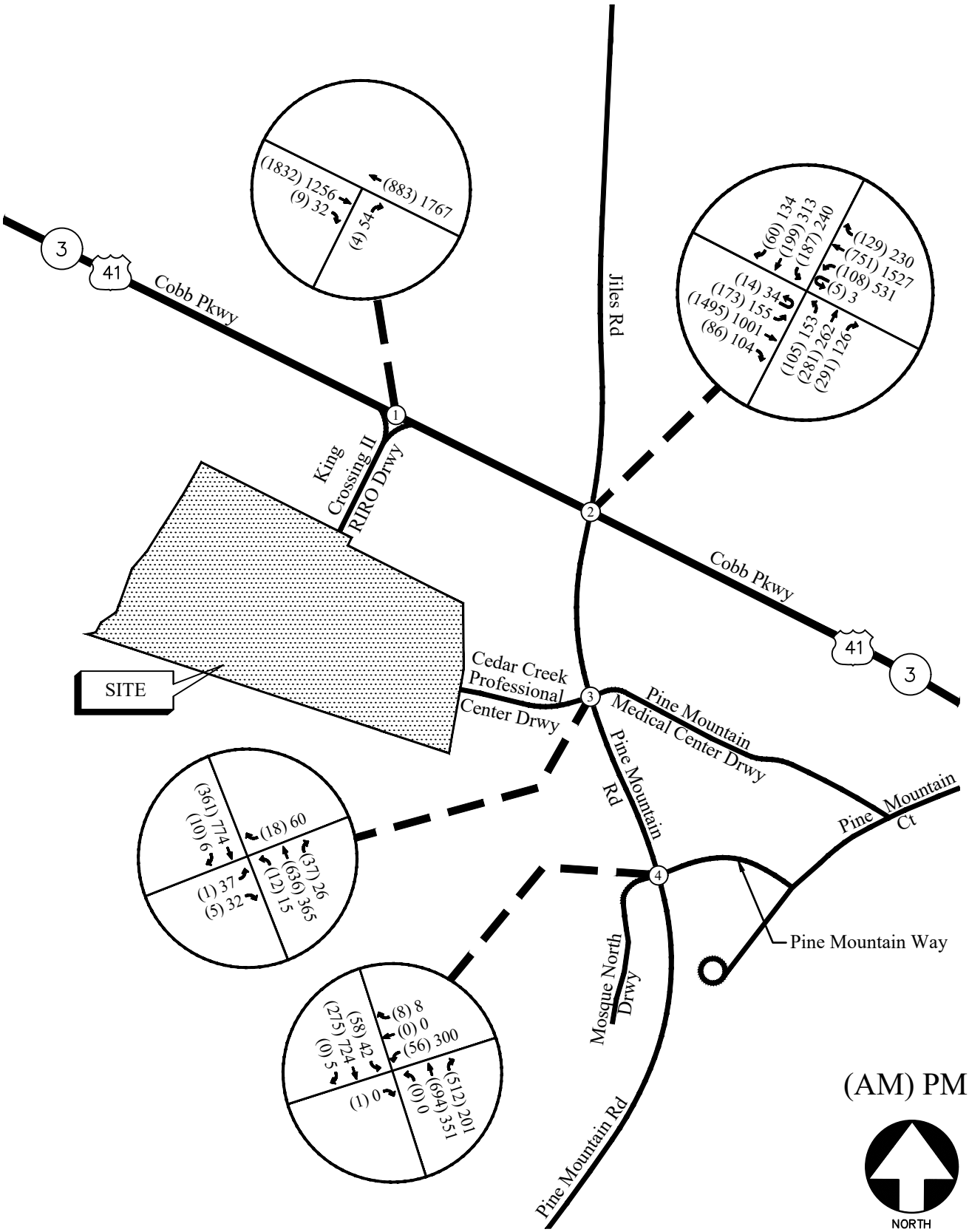
The "No-Build" (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The future "No-Build" volumes consist of the existing traffic volumes (Figure 2) plus increases due to the annual growth of traffic.

6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years (2022-2024) revealed a traffic volume increase of approximately 1% in the area. This growth factor was applied to the existing traffic volumes to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting future "No-Build" volumes on the roadway are shown in Figure 6.

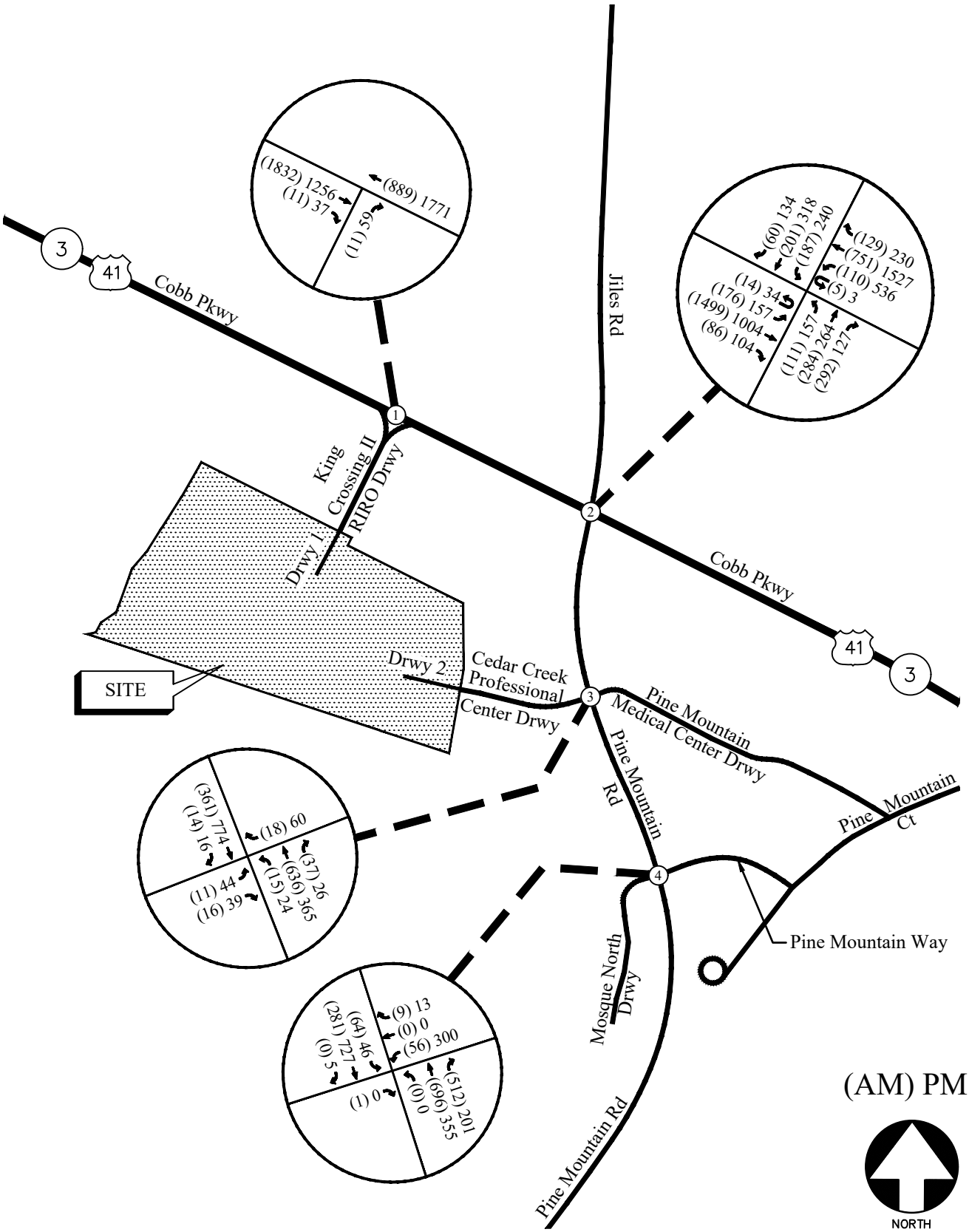
6.2 Future "Build" Conditions

The "Build" or development conditions include the estimated background traffic from the "No-Build" conditions plus the traffic from the proposed development. To evaluate the future traffic operations in this area, the additional traffic volumes from the site (Figure 5) were added to the base traffic volumes (Figure 6) to calculate the future traffic volumes after the construction of the development. These total future "Build" traffic volumes are shown in Figure 7.



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES FIGURE 6

A&R Engineering Inc.



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES FIGURE 7

A&R Engineering Inc.

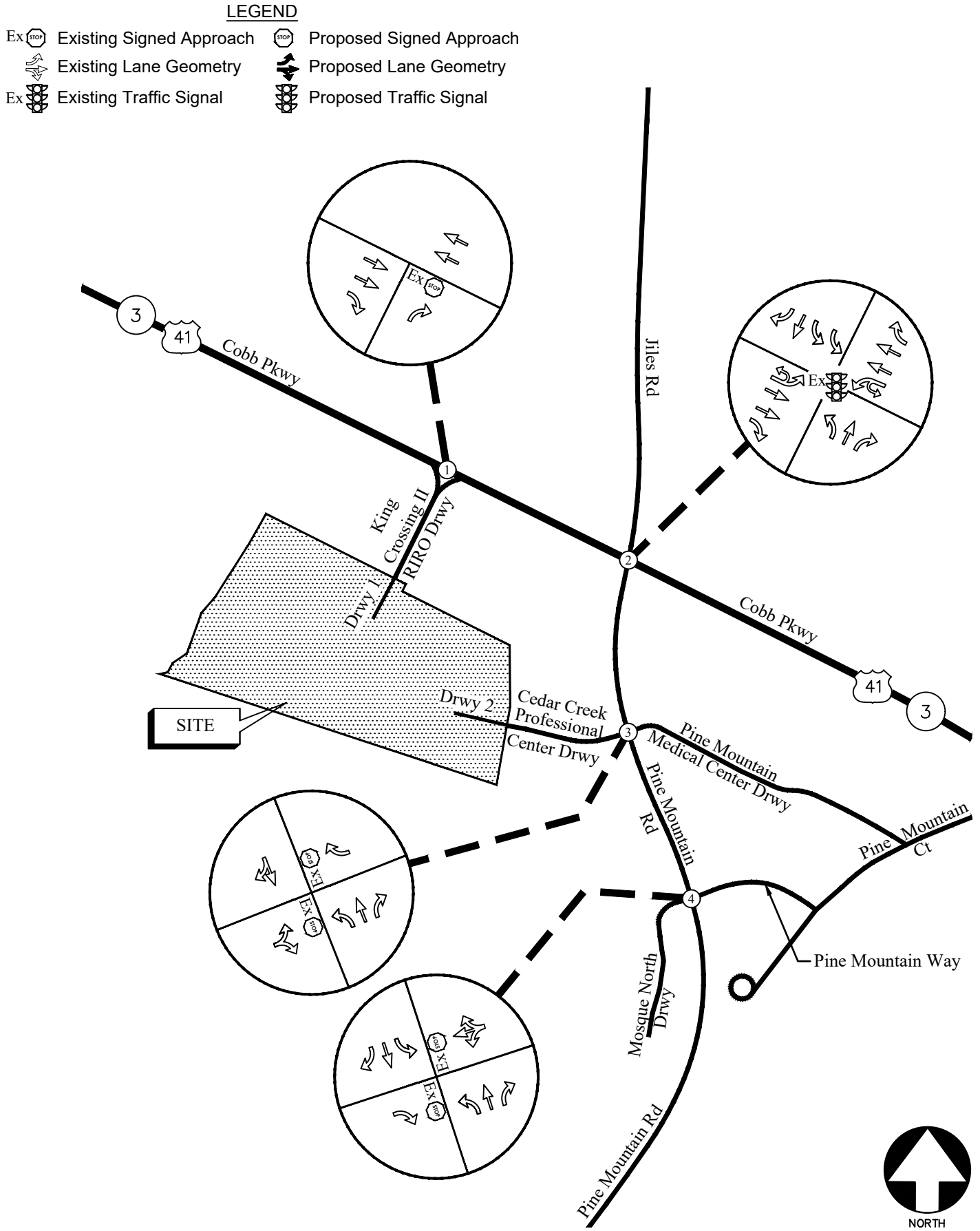
6.3 Future Traffic Operations

The future "No-Build" and "Build" traffic operations were analyzed using the volumes in Figure 6 and Figure 7, respectively. The results of the future traffic operations analysis are shown below in Table 5. Recommendations on traffic control and lane geometry are shown graphically in Figure 8.

Table 5 – Future 2027 Intersection Operations

Intersection		LOS (Delay)			
		NO-BUILD		BUILD	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
1	**SR 3/US 41 (Cobb Parkway) @ King Crossing II Driveway (Right-In/Right-Out)**				
	-Northbound Approach	C (19.8)	C (15.3)	C (20.3)	C (15.5)
2	**SR 3/US 41 (Cobb Parkway) @ Jiles Road / Pine Mountain Road**	**D (38.0)**	**E (64.2)**	**D (38.4)**	**E (65.9)**
	-Eastbound Approach	C (25.7)	D (52.4)	C (26.1)	D (53.5)
	-Westbound Approach	C (21.3)	E (59.3)	C (21.7)	E (62.1)
	-Northbound Approach	F (85.5)	F (83.8)	F (85.4)	F (82.9)
	-Southbound Approach	F (83.7)	F (94.9)	F (83.6)	F (95.0)
3	**Pine Mountain Road @ Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway**				
	-Eastbound Approach	B (13.0)	D (33.2)	C (17.6)	E (38.3)
	-Westbound Approach	B (13.3)	B (11.0)	B (13.3)	B (11.0)
	-Northbound Left	A (8.1)	A (9.5)	A (8.1)	A (9.6)
4	**Pine Mountain Road @ Pine Mountain Way**				
	-Eastbound Approach	A (9.8)	B (13.7)	A (9.8)	B (13.7)
	-Westbound Approach	D (34.5)	F (*)	E (36.2)	F (*)
	-Northbound Left	A (7.8)	A (9.2)	A (7.8)	A (9.2)
	-Southbound Approach	B (12.1)	A (8.7)	B (12.2)	A (8.8)

The results of the future "No-Build" and "Build" condition traffic operations analyses indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) will continue to operate at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections will operate at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which will continue to operate at a level of service "F" in the PM peak hour. It is not unusual for minor side streets that stop-controlled at arterial roadways to experience elevated delays during peak periods due to the time gap required for vehicles to make turning movements onto the mainline. It is recommended that in the future, the City of Kennesaw should perform a 12-hour analysis for the intersection of Pine Mountain Road at Pine Mountain Way to determine if its traffic volumes turning out of Pine Mountain Way are sufficient to warrant a traffic signal as a system improvement.



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY FIGURE 8

A&R Engineering Inc.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed residential development that will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The proposed development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.

Existing and future operations after completion of the project were analyzed at the intersections of:

1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

The analysis included the evaluation of future traffic operations for "No-Build" and "Build" conditions, with the differences between "No-Build" and "Build" accounting for increases in traffic due to the proposed site. The results of the future "No-Build" and "Build" condition traffic operations analyses indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) will continue to operate at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections will operate at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which will continue to operate at a level of service "F" in the PM peak hour. Northbound drivers going south on Pine Mountain Road use this route as a cut-through route, instead of turning left at the signalized intersection of Cobb Parkway and Pine Mountain Road/Jiles Road. It is not unusual for stop-controlled minor side streets at arterial roadways to experience elevated delays during peak periods due to the time gap required for vehicles to make turning movements onto the mainline. It is recommended that in the future, the City of Kennesaw may perform a 12-hour analysis for the intersection of Pine Mountain Road at Pine Mountain Way to determine if its traffic volumes turning out of Pine Mountain Way are sufficient to warrant a traffic signal as a system improvement.

7.1 Recommendations for Site Access Configuration

The following access configurations are recommended for the proposed site driveway connections:

- <u>Site Driveway 1: Connecting to Existing Right-In/Right Out King Crossing II Driveway on SR 3/US 41 (Cobb Parkway)</u>
    - Retain one entering lane and one exiting lane
    - Retain yield sign control on the driveway approach with Cobb Parkway remaining free flow
    - A deceleration turn lane already exists.

- Site Driveway 2: Connecting to the Existing Cedar Creek Professional Center Driveway on Pine Mountain Road
    - Retain one entering lane and one exiting lane
    - Retain stop sign control on the driveway approach with Pine Mountain Road remaining free flow
    - A northbound left turn lane already exists.

Appendix

Existing Intersection Traffic Counts .....
Linear Regression of Daily Traffic.....
Existing Intersection Analysis.....
Future “No-Build” Intersection Analysis .....
Future “Build” Intersection Analysis .....
Traffic Volume Worksheets .....

EXISTING INTERSECTION TRAFFIC COUNTS

A & R Engineering, Inc.

2160 Kingston Court Suite 'O'
Marietta, GA 30067

TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing
II RIRO Drwy
7-9 am | 4-6 pm

File Name : 20250410
Site Code : 20250410
Start Date : 11-18-2025
Page No : 1

Groups Printed- Cars, Buses & Trucks

	2851 King Crossing II RIRO Drwy Northbound				Southbound				US 41 (Cobb Pkwy) Eastbound				US 41 (Cobb Pkwy) Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	514	1	515	0	141	0	141	656
07:15 AM	0	0	3	3	0	0	0	0	0	413	1	414	0	169	0	169	586
07:30 AM	0	0	1	1	0	0	0	0	0	478	1	479	0	243	0	243	723
07:45 AM	0	0	1	1	0	0	0	0	0	451	4	455	0	243	0	243	699
Total	0	0	5	5	0	0	0	0	0	1856	7	1863	0	796	0	796	2664
08:00 AM	0	0	1	1	0	0	0	0	0	457	1	458	0	185	0	185	644
08:15 AM	0	0	1	1	0	0	0	0	0	410	3	413	0	195	0	195	609
08:30 AM	0	0	2	2	0	0	0	0	0	471	9	480	0	185	0	185	667
08:45 AM	0	0	3	3	0	0	0	0	0	440	2	442	0	221	0	221	666
Total	0	0	7	7	0	0	0	0	0	1778	15	1793	0	786	0	786	2586
*** BREAK ***																	
04:00 PM	0	0	14	14	0	0	0	0	0	217	4	221	0	425	0	425	660
04:15 PM	0	0	12	12	0	0	0	0	0	275	11	286	0	443	0	443	741
04:30 PM	0	0	10	10	0	0	0	0	0	285	9	294	0	433	0	433	737
04:45 PM	0	0	13	13	0	0	0	0	0	339	5	344	0	410	0	410	767
Total	0	0	49	49	0	0	0	0	0	1116	29	1145	0	1711	0	1711	2905
05:00 PM	0	0	17	17	0	0	0	0	0	264	6	270	0	404	0	404	691
05:15 PM	0	0	14	14	0	0	0	0	0	318	10	328	0	448	0	448	790
05:30 PM	0	0	9	9	0	0	0	0	0	310	10	320	0	470	0	470	799
05:45 PM	0	0	9	9	0	0	0	0	0	313	5	318	0	437	0	437	764
Total	0	0	49	49	0	0	0	0	0	1205	31	1236	0	1759	0	1759	3044
Grand Total	0	0	110	110	0	0	0	0	0	5955	82	6037	0	5052	0	5052	11199
Apprch %	0	0	100		0	0	0		0	98.6	1.4		0	100	0		
Total %	0	0	1	1	0	0	0	0	0	53.2	0.7	53.9	0	45.1	0	45.1	

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TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing
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7-9 am | 4-6 pm

File Name : 20250410
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Start Date : 11-18-2025
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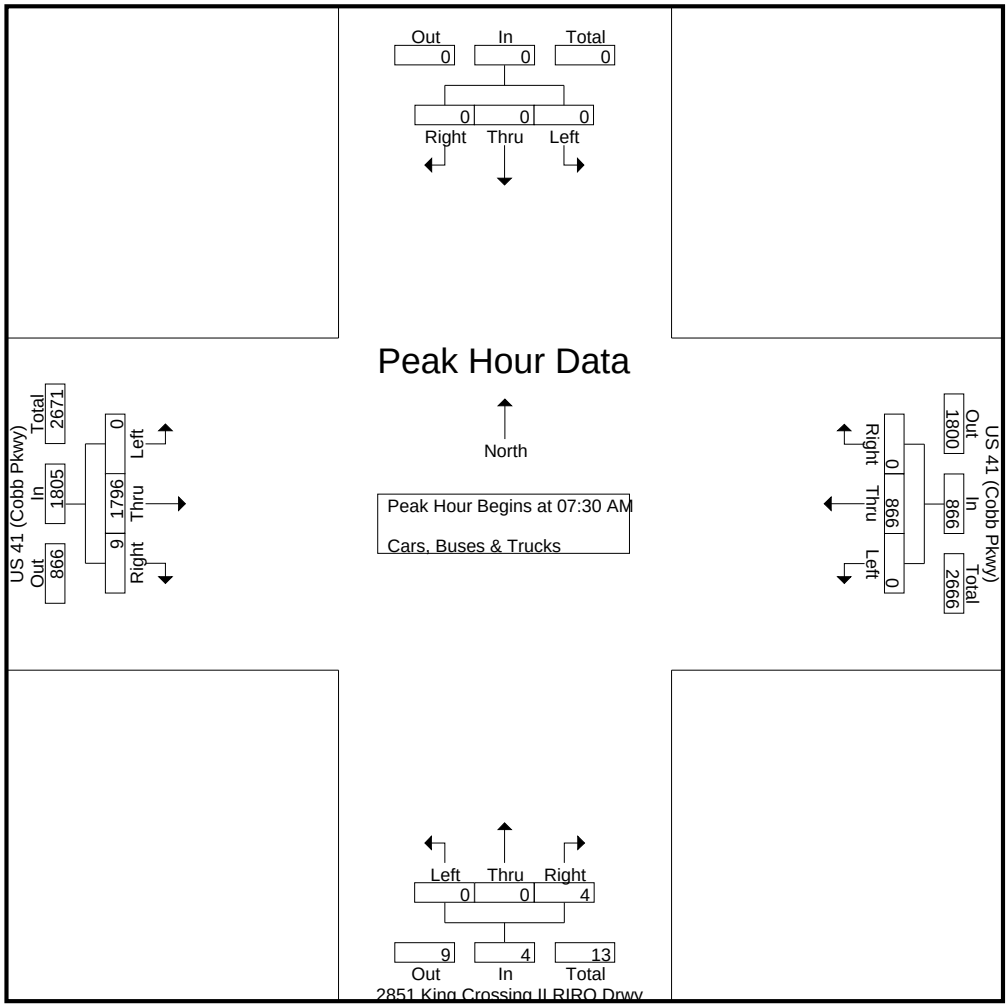
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	**1**	**1**	0	0	0	0	0	**478**	1	**479**	0	**243**	0	**243**	**723**
07:45 AM	0	0	1	1	0	0	0	0	0	451	**4**	455	0	243	0	243	699
08:00 AM	0	0	1	1	0	0	0	0	0	457	1	458	0	185	0	185	644
08:15 AM	0	0	1	1	0	0	0	0	0	410	3	413	0	195	0	195	609
Total Volume	0	0	4	4	0	0	0	0	0	1796	9	1805	0	866	0	866	2675
% App. Total	0	0	100		0	0	0		0	99.5	0.5		0	100	0		
PHF	.000	.000	1.00	1.00	.000	.000	.000	.000	.000	.939	.563	.942	.000	.891	.000	.891	.925



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TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing
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File Name : 20250410
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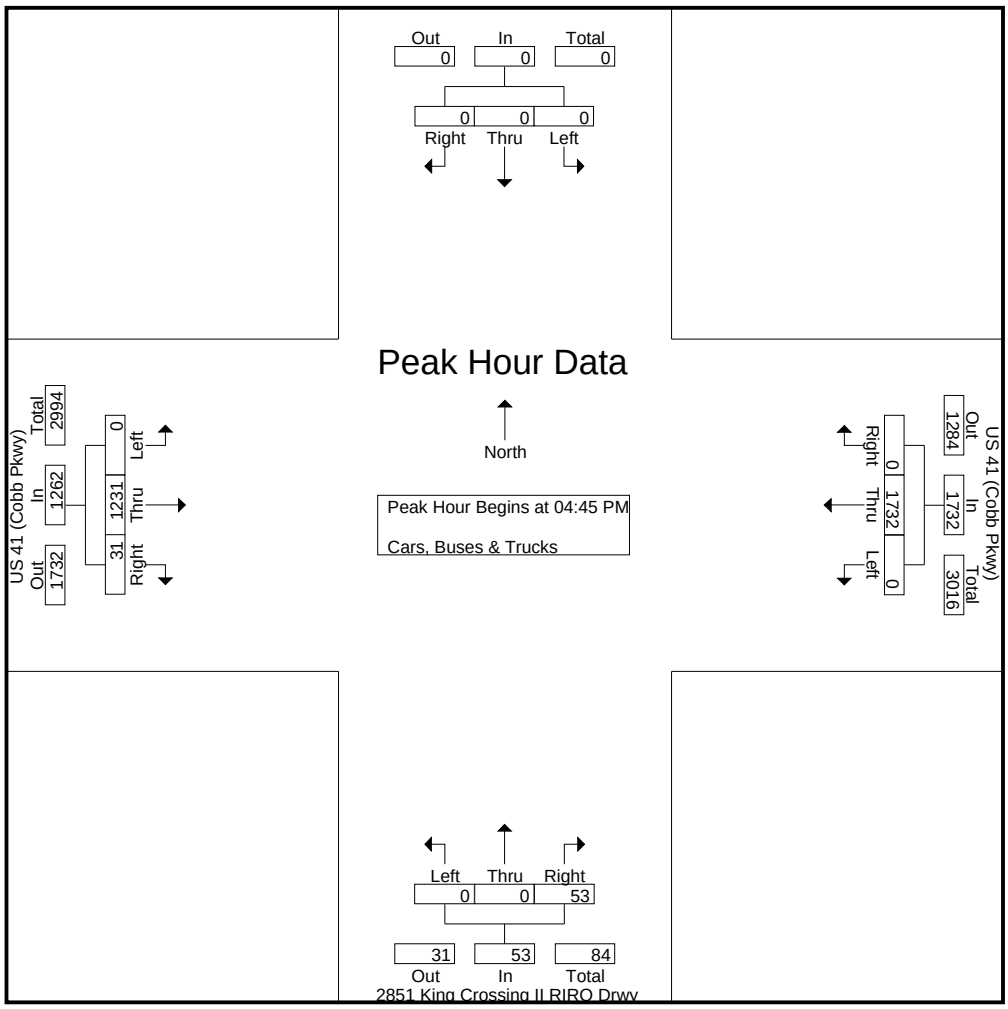
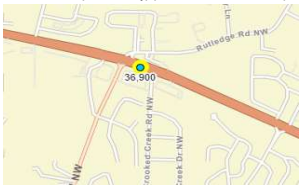
	2851 King Crossing II RIRO Drwy Northbound				Southbound				US 41 (Cobb Pkwy) Eastbound				US 41 (Cobb Pkwy) Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	0	0	13	13	0	0	0	0	0	**339**	5	**344**	0	410	0	410	767
05:00 PM	0	0	**17**	**17**	0	0	0	0	0	264	6	270	0	404	0	404	691
05:15 PM	0	0	14	14	0	0	0	0	0	318	**10**	328	0	448	0	448	790
05:30 PM	0	0	9	9	0	0	0	0	0	310	10	320	0	**470**	0	**470**	**799**
Total Volume	0	0	53	53	0	0	0	0	0	1231	31	1262	0	1732	0	1732	3047
% App. Total	0	0	100		0	0	0		0	97.5	2.5		0	100	0		
PHF	.000	.000	.779	.779	.000	.000	.000	.000	.000	.908	.775	.917	.000	.921	.000	.921	.953

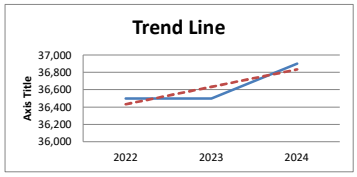


LINEAR REGRESSION OF DAILY TRAFFIC

Location	Growth Rate	R Squared	Station ID	Route	2022	2023	2024
SR 3/US 41 (Cobb Pkwy) (W of Pine Mountain Rd)	0.5%	0.75	067-0012	00000003	36,500	36,500	36,900
Kennesaw Due West Rd (N of Westover Way)	-7.1%	0.63	067-3003	00012200	12,700	13,000	10,900
Pine Mountain Rd (N of Shillings Rd)	3.7%	0.83	067-3005	00012300	11,700	12,500	12,600
N Main St (E of Jills Rd)	6.2%	0.86	067-0634	00452000	7,500	7,640	8,450
Cherokee St (N of Big Shanty Dr)	2.5%	0.96	067-0865	00439600	11,900	12,100	12,500
Weighted Average	**0.6%**	0.50	Sum of Count Stations =		80,300	81,740	81,350

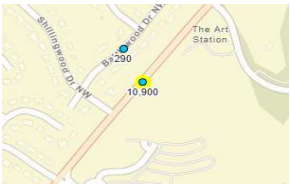
Location	Traffic Counter	RCLINK	2022	2023	2024
SR 3/US 41 (Cobb Pkwy) (W of Pine Mountain Rd)	067-0012	00000003	36,500	36,500	36,900

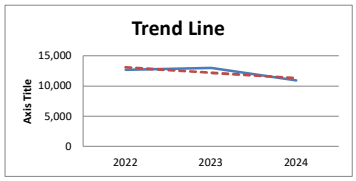




Growth Rate	0.5%	Intercept	-367,967	Slope	200.00
Trend Line			36,433	36,633	36,833

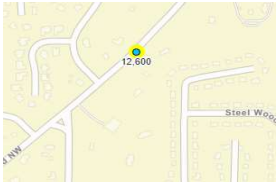
Location	Traffic Counter	RCLINK	2022	2023	2024
Kennesaw Due West Rd (N of Westover Way)	067-3003	00012200	12,700	13,000	10,900

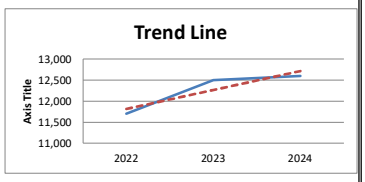




Growth Rate	-7.1%	Intercept	1,832,900	Slope	-900.00
Trend Line			13,100	12,200	11,300

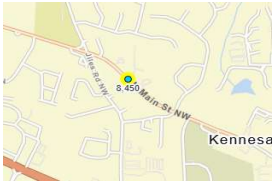
Location	Traffic Counter	RCLINK	2022	2023	2024
Pine Mountain Rd (N of Shillings Rd)	067-3005	00012300	11,700	12,500	12,600

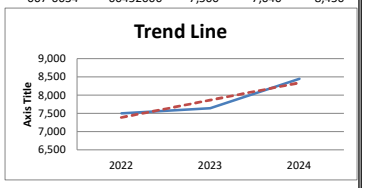




Growth Rate	3.7%	Intercept	-898,083	Slope	450.00
Trend Line			11,817	12,267	12,717

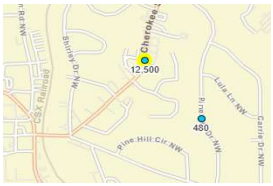
Location	Traffic Counter	RCLINK	2022	2023	2024
N Main St (E of Jills Rd)	067-0634	00452000	7,500	7,640	8,450

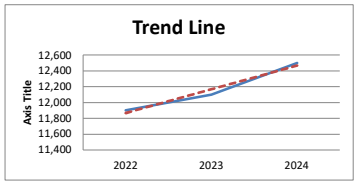




Growth Rate	6.2%	Intercept	-953,062	Slope	475.00
Trend Line			7,388	7,863	8,338

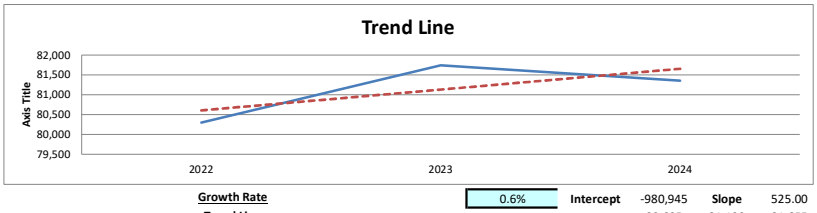
Location	Traffic Counter	RCLINK	2022	2023	2024
Cherokee St (N of Big Shanty Dr)	067-0865	00439600	11,900	12,100	12,500





Growth Rate	2.5%	Intercept	-594,733	Slope	300.00
Trend Line			11,867	12,167	12,467

Weighted Average	2022	2023	2024
Sum of Count Stations	80,300	81,740	81,350



Growth Rate	0.6%	Intercept	-980,945	Slope	525.00
Trend Line			80,605	81,130	81,655

EXISTING INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1796	9	0	866	0	4
Future Vol, veh/h	1796	9	0	866	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1931	10	0	931	0	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	966
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	254
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	254
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	19.4
HCM LOS			C

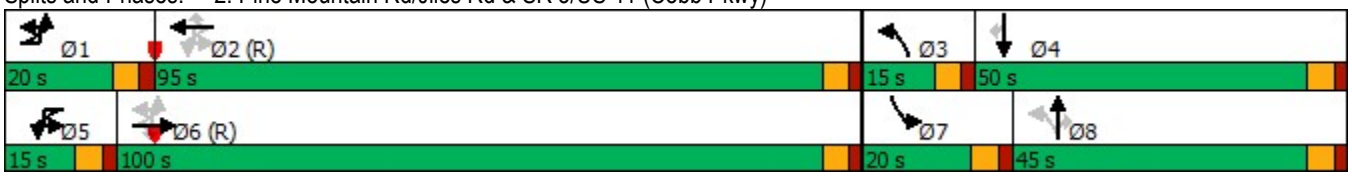
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	254	-	-
HCM Lane V/C Ratio	0.017	-	-
HCM Control Delay (s)	19.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	170	1466	84	5	106	736	126	103	275	285	183
Future Volume (vph)	14	170	1466	84	5	106	736	126	103	275	285	183
Lane Group Flow (vph)	0	192	1527	88	0	115	767	131	107	286	297	191
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.45	0.76	0.09		0.66	0.40	0.14	0.43	0.85	0.79	0.73
Control Delay		16.7	34.5	4.7		39.5	25.5	6.6	53.5	93.0	58.4	98.1
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		16.7	34.5	4.7		39.5	25.5	6.6	53.5	93.0	58.4	98.1
Queue Length 50th (ft)		88	746	3		50	277	15	95	329	219	115
Queue Length 95th (ft)		140	881	34		#142	358	57	145	430	329	163
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		442	1998	929		178	1931	910	251	408	433	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.43	0.76	0.09		0.65	0.40	0.14	0.43	0.70	0.69	0.69

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	195	59
Future Volume (vph)	195	59
Lane Group Flow (vph)	203	61
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.53	0.16
Control Delay	68.1	4.9
Queue Delay	0.0	0.0
Total Delay	68.1	4.9
Queue Length 50th (ft)	214	0
Queue Length 95th (ft)	293	22
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.44	0.13

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	170	1466	84	5	106	736	126	103	275	285	183
Future Volume (veh/h)	14	170	1466	84	5	106	736	126	103	275	285	183
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		177	1527	88		110	767	0	107	286	0	191
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		468	2161	964		202	2105		230	313		230
Arrive On Green		0.05	0.61	0.61		0.04	0.59	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		177	1527	88		110	767	0	107	286	0	191
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.1	53.1	4.1		4.4	20.2	0.0	9.0	27.1	0.0	9.8
Cycle Q Clear(g_c), s		7.1	53.1	4.1		4.4	20.2	0.0	9.0	27.1	0.0	9.8
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		468	2161	964		202	2105		230	313		230
V/C Ratio(X)		0.38	0.71	0.09		0.55	0.36		0.47	0.91		0.83
Avail Cap(c_a), veh/h		520	2161	964		232	2105		230	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.2	24.2	14.6		24.1	19.1	0.0	59.0	73.7	0.0	83.0
Incr Delay (d2), s/veh		0.5	2.0	0.2		2.3	0.5	0.0	1.5	20.8	0.0	16.1
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.9	22.1	1.6		1.9	8.4	0.0	4.1	14.7	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		14.7	26.2	14.8		26.4	19.6	0.0	60.4	94.5	0.0	99.1
LnGrp LOS		B	C	B		C	B		E	F		F
Approach Vol, veh/h			1792				877			393		
Approach Delay, s/veh			24.5				20.4			85.2		
Approach LOS			C				C			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.8	112.1	15.0	38.1	11.9	115.0	17.5	35.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.1	22.2	11.0	19.9	6.4	55.1	11.8	29.1
Green Ext Time (p_c), s	0.2	12.4	0.0	1.1	0.1	27.6	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	37.1
HCM 6th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	195	59
Future Volume (veh/h)	195	59
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	203	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	339	
Arrive On Green	0.18	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	203	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	17.9	0.0
Cycle Q Clear(g_c), s	17.9	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	339	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	67.7	0.0
Incr Delay (d2), s/veh	1.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	69.4	0.0
LnGrp LOS	E	
Approach Vol, veh/h	394	
Approach Delay, s/veh	83.8	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	5	0	0	18	12	624	36	0	354	10
Future Vol, veh/h	1	0	5	0	0	18	12	624	36	0	354	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	5	0	0	19	13	664	38	0	377	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1073	1073	383	-	-	664	388	0	-	-	-	0
Stage 1	383	383	-	-	-	-	-	-	-	-	-	-
Stage 2	690	690	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	198	220	664	0	0	461	1170	-	0	0	-	-
Stage 1	640	612	-	0	0	-	-	-	0	0	-	-
Stage 2	435	446	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	188	218	664	-	-	461	1170	-	-	-	-	-
Mov Cap-2 Maneuver	188	218	-	-	-	-	-	-	-	-	-	-
Stage 1	633	612	-	-	-	-	-	-	-	-	-	-
Stage 2	412	441	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.8	13.1	0.2	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1170	-	467	461	-	-
HCM Lane V/C Ratio	0.011	-	0.014	0.042	-	-
HCM Control Delay (s)	8.1	-	12.8	13.1	-	-
HCM Lane LOS	A	-	B	B	-	-
HCM 95th %tile Q(veh)	0	-	0	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	55	0	8	1	680	502	57	270	0
Future Vol, veh/h	0	0	1	55	0	8	1	680	502	57	270	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	56	0	8	1	694	512	58	276	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	276	1088	1088	694	276	0	0	1206	0	0
Stage 1	-	-	-	696	696	-	-	-	-	-	-	-
Stage 2	-	-	-	392	392	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	763	193	216	443	1287	-	-	579	-	-
Stage 1	0	0	-	432	443	-	-	-	-	-	-	-
Stage 2	0	0	-	633	606	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	763	178	194	443	1287	-	-	579	-	-
Mov Cap-2 Maneuver	-	-	-	178	194	-	-	-	-	-	-	-
Stage 1	-	-	-	432	443	-	-	-	-	-	-	-
Stage 2	-	-	-	569	545	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.7	32.7	0	2.1
HCM LOS	A	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1287	-	-	763	193	579	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.333	0.1	-	-
HCM Control Delay (s)	7.8	-	-	9.7	32.7	11.9	-	-
HCM Lane LOS	A	-	-	A	D	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.4	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1231	31	0	1732	0	53
Future Vol, veh/h	1231	31	0	1732	0	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1296	33	0	1823	0	56

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	648
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	413
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	413
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.1
HCM LOS			C

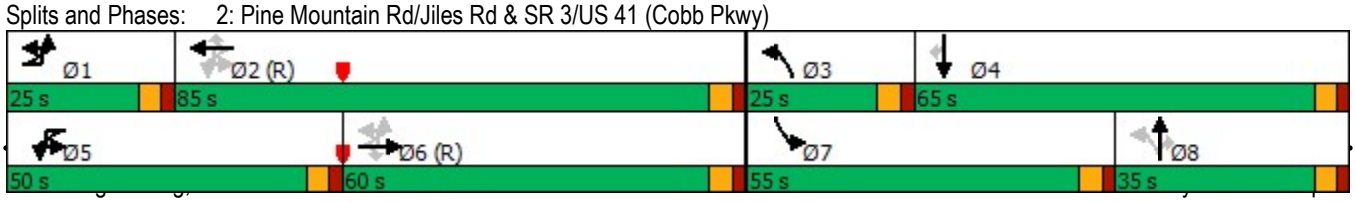
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	413	-	-
HCM Lane V/C Ratio	0.135	-	-
HCM Control Delay (s)	15.1	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	33	152	981	102	3	521	1497	225	150	257	124	235
Future Volume (vph)	33	152	981	102	3	521	1497	225	150	257	124	235
Lane Group Flow (vph)	0	193	1011	105	0	540	1543	232	155	265	128	242
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.76	1.05	0.20		0.87	0.91	0.29	0.72	0.75	0.31	0.72
Control Delay		82.4	110.4	3.6		68.6	56.6	19.7	69.0	89.5	9.3	99.9
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.4	110.4	3.6		68.6	56.6	19.7	69.0	89.5	9.3	99.9
Queue Length 50th (ft)		196	~757	0		616	991	98	154	334	0	162
Queue Length 95th (ft)		291	#900	25		#972	#1335	192	205	432	56	211
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		256	964	528		621	1698	813	233	354	409	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.75	1.05	0.20		0.87	0.91	0.29	0.67	0.75	0.31	0.29

Intersection Summary

Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	307	131
Future Volume (vph)	307	131
Lane Group Flow (vph)	316	135
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.85	0.33
Control Delay	97.1	14.2
Queue Delay	0.0	0.0
Total Delay	97.1	14.2
Queue Length 50th (ft)	410	16
Queue Length 95th (ft)	503	79
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	555
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.57	0.24

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	33	152	981	102	3	521	1497	225	150	257	124	235
Future Volume (veh/h)	33	152	981	102	3	521	1497	225	150	257	124	235
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		157	1011	105		537	1543	0	155	265	0	242
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		223	1428	637		515	1996		200	341		288
Arrive On Green		0.06	0.40	0.40		0.22	0.56	0.00	0.08	0.18	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		157	1011	105		537	1543	0	155	265	0	242
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.3	47.6	8.5		44.5	67.3	0.0	14.0	27.0	0.0	13.8
Cycle Q Clear(g_c), s		10.3	47.6	8.5		44.5	67.3	0.0	14.0	27.0	0.0	13.8
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		223	1428	637		515	1996		200	341		288
V/C Ratio(X)		0.70	0.71	0.16		1.04	0.77		0.77	0.78		0.84
Avail Cap(c_a), veh/h		285	1428	637		515	1996		230	341		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		37.3	50.0	38.3		53.1	34.0	0.0	62.5	77.9	0.0	90.4
Incr Delay (d2), s/veh		5.4	3.0	0.6		51.1	3.0	0.0	13.3	10.8	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		4.8	21.6	3.5		33.3	29.2	0.0	7.1	14.0	0.0	6.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		42.7	53.0	38.9		104.2	36.9	0.0	75.9	88.7	0.0	96.9
LnGrp LOS		D	D	D		F	D		E	F		F
Approach Vol, veh/h			1273				2080			420		
Approach Delay, s/veh			50.5				54.3			84.0		
Approach LOS			D				D			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.1	117.8	21.7	42.5	50.0	85.9	22.1	42.0
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.3	69.3	16.0	35.1	46.5	49.6	15.8	29.0
Green Ext Time (p_c), s	0.2	8.8	0.1	1.8	0.0	3.8	0.8	0.1

Intersection Summary	
HCM 6th Ctrl Delay	61.3
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	307	131
Future Volume (veh/h)	307	131
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	316	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	346	
Arrive On Green	0.18	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	316	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	33.1	0.0
Cycle Q Clear(g_c), s	33.1	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	346	
V/C Ratio(X)	0.91	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	80.0	0.0
Incr Delay (d2), s/veh	13.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.3	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.3	0.0
LnGrp LOS	F	
Approach Vol, veh/h	558	
Approach Delay, s/veh	94.9	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	36	0	31	0	0	59	15	358	25	0	759	6
Future Vol, veh/h	36	0	31	0	0	59	15	358	25	0	759	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	0	32	0	0	61	16	373	26	0	791	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1199	1199	794	-	-	373	797	0	-	-	-	0
Stage 1	794	794	-	-	-	-	-	-	-	-	-	-
Stage 2	405	405	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	162	185	388	0	0	673	825	-	0	0	-	-
Stage 1	381	400	-	0	0	-	-	-	0	0	-	-
Stage 2	622	598	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	145	181	388	-	-	673	825	-	-	-	-	-
Mov Cap-2 Maneuver	145	181	-	-	-	-	-	-	-	-	-	-
Stage 1	374	400	-	-	-	-	-	-	-	-	-	-
Stage 2	554	587	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	31.6	10.9	0.4	0
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	825	-	204	673	-	-
HCM Lane V/C Ratio	0.019	-	0.342	0.091	-	-
HCM Control Delay (s)	9.4	-	31.6	10.9	-	-
HCM Lane LOS	A	-	D	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	0.3	-	-

Intersection	
Int Delay, s/veh	84

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	294	0	8	1	344	197	41	710	5
Future Vol, veh/h	0	0	1	294	0	8	1	344	197	41	710	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	300	0	8	1	351	201	42	724	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	724	1164	1166	351	729	0	0	552	0	0
Stage 1	-	-	-	353	353	-	-	-	-	-	-	-
Stage 2	-	-	-	811	813	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	426	~ 171	194	692	875	-	-	1018	-	-
Stage 1	0	0	-	664	631	-	-	-	-	-	-	-
Stage 2	0	0	-	373	392	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	426	~ 165	186	692	875	-	-	1018	-	-
Mov Cap-2 Maneuver	-	-	-	~ 165	186	-	-	-	-	-	-	-
Stage 1	-	-	-	663	630	-	-	-	-	-	-	-
Stage 2	-	-	-	357	376	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.5	$ 444.2	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	875	-	-	426	168	1018	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.834	0.041	-	-
HCM Control Delay (s)	9.1	-	-	13.5	$ 444.2	8.7	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	22.6	0.1	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

FUTURE "NO-BUILD" INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1832	9	0	883	0	4
Future Vol, veh/h	1832	9	0	883	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1970	10	0	949	0	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	985
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	247
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	247
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	19.8
HCM LOS			C

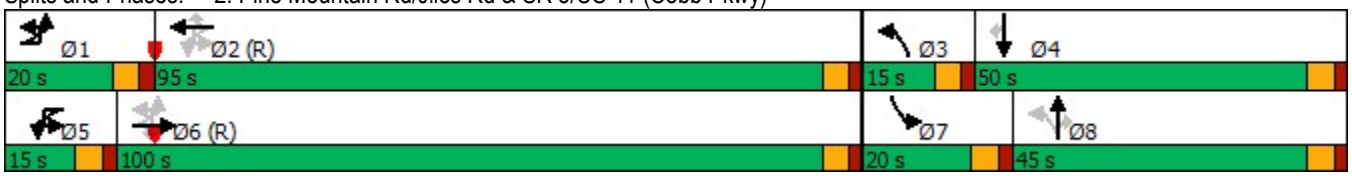
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	247	-	-
HCM Lane V/C Ratio	0.017	-	-
HCM Control Delay (s)	19.8	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	173	1495	86	5	108	751	129	105	281	291	187
Future Volume (vph)	14	173	1495	86	5	108	751	129	105	281	291	187
Lane Group Flow (vph)	0	195	1557	90	0	118	782	134	109	293	303	195
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.46	0.79	0.10		0.69	0.41	0.15	0.43	0.85	0.80	0.74
Control Delay		17.2	36.2	4.9		46.7	26.0	6.8	53.5	93.5	60.1	99.0
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		17.2	36.2	4.9		46.7	26.0	6.8	53.5	93.5	60.1	99.0
Queue Length 50th (ft)		90	795	4		53	287	17	97	337	228	118
Queue Length 95th (ft)		141	911	36		#170	366	58	147	442	341	165
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		435	1976	920		172	1920	906	251	408	431	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.45	0.79	0.10		0.69	0.41	0.15	0.43	0.72	0.70	0.71

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	199	60
Future Volume (vph)	199	60
Lane Group Flow (vph)	207	63
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.54	0.16
Control Delay	67.8	5.3
Queue Delay	0.0	0.0
Total Delay	67.8	5.3
Queue Length 50th (ft)	218	0
Queue Length 95th (ft)	299	25
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.45	0.14

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	173	1495	86	5	108	751	129	105	281	291	187
Future Volume (veh/h)	14	173	1495	86	5	108	751	129	105	281	291	187
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		180	1557	90		112	782	0	109	293	0	195
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		459	2141	955		194	2084		233	320		234
Arrive On Green		0.05	0.60	0.60		0.04	0.59	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		180	1557	90		112	782	0	109	293	0	195
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.3	55.8	4.3		4.6	21.0	0.0	9.1	27.7	0.0	10.0
Cycle Q Clear(g_c), s		7.3	55.8	4.3		4.6	21.0	0.0	9.1	27.7	0.0	10.0
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		459	2141	955		194	2084		233	320		234
V/C Ratio(X)		0.39	0.73	0.09		0.58	0.38		0.47	0.92		0.83
Avail Cap(c_a), veh/h		508	2141	955		223	2084		233	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.7	25.3	15.1		26.0	19.7	0.0	58.5	73.3	0.0	82.9
Incr Delay (d2), s/veh		0.5	2.2	0.2		2.7	0.5	0.0	1.5	21.6	0.0	16.8
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.0	23.3	1.6		2.1	8.7	0.0	4.2	15.2	0.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		15.2	27.5	15.3		28.7	20.3	0.0	60.0	94.9	0.0	99.7
LnGrp LOS		B	C	B		C	C		E	F		F
Approach Vol, veh/h			1827				894			402		
Approach Delay, s/veh			25.7				21.3			85.5		
Approach LOS			C				C			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	111.0	15.0	39.0	12.1	114.0	17.7	36.3
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.3	23.0	11.1	20.2	6.6	57.8	12.0	29.7
Green Ext Time (p_c), s	0.2	12.7	0.0	1.1	0.1	26.7	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	38.0
HCM 6th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	199	60
Future Volume (veh/h)	199	60
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	207	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	348	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	207	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	18.2	0.0
Cycle Q Clear(g_c), s	18.2	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	348	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	67.1	0.0
Incr Delay (d2), s/veh	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.9	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	68.7	0.0
LnGrp LOS	E	
Approach Vol, veh/h	402	
Approach Delay, s/veh	83.7	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	5	0	0	18	12	636	37	0	361	10
Future Vol, veh/h	1	0	5	0	0	18	12	636	37	0	361	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	5	0	0	19	13	677	39	0	384	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1093	1093	390	-	-	677	395	0	-	-	-	0
Stage 1	390	390	-	-	-	-	-	-	-	-	-	-
Stage 2	703	703	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	192	214	658	0	0	453	1164	-	0	0	-	-
Stage 1	634	608	-	0	0	-	-	-	0	0	-	-
Stage 2	428	440	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	182	212	658	-	-	453	1164	-	-	-	-	-
Mov Cap-2 Maneuver	182	212	-	-	-	-	-	-	-	-	-	-
Stage 1	627	608	-	-	-	-	-	-	-	-	-	-
Stage 2	405	435	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13	13.3	0.2	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1164	-	458	453	-	-
HCM Lane V/C Ratio	0.011	-	0.014	0.042	-	-
HCM Control Delay (s)	8.1	-	13	13.3	-	-
HCM Lane LOS	A	-	B	B	-	-
HCM 95th %tile Q(veh)	0	-	0	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	56	0	8	1	694	512	58	275	0
Future Vol, veh/h	0	0	1	56	0	8	1	694	512	58	275	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	57	0	8	1	708	522	59	281	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	281	1109	1109	708	281	0	0	1230	0	0
Stage 1	-	-	-	710	710	-	-	-	-	-	-	-
Stage 2	-	-	-	399	399	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	758	187	210	435	1282	-	-	567	-	-
Stage 1	0	0	-	424	437	-	-	-	-	-	-	-
Stage 2	0	0	-	627	602	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	758	172	188	435	1282	-	-	567	-	-
Mov Cap-2 Maneuver	-	-	-	172	188	-	-	-	-	-	-	-
Stage 1	-	-	-	424	437	-	-	-	-	-	-	-
Stage 2	-	-	-	561	539	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.8	34.5	0	2.1
HCM LOS	A	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1282	-	-	758	186	567	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.351	0.104	-	-
HCM Control Delay (s)	7.8	-	-	9.8	34.5	12.1	-	-
HCM Lane LOS	A	-	-	A	D	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.5	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1256	32	0	1767	0	54
Future Vol, veh/h	1256	32	0	1767	0	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1322	34	0	1860	0	57

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	661
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	405
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	405
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.3
HCM LOS			C

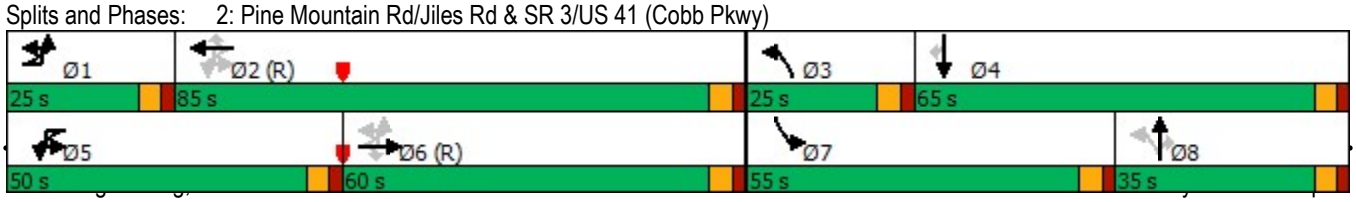
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	405	-	-
HCM Lane V/C Ratio	0.14	-	-
HCM Control Delay (s)	15.3	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	34	155	1001	104	3	531	1527	230	153	262	126	240
Future Volume (vph)	34	155	1001	104	3	531	1527	230	153	262	126	240
Lane Group Flow (vph)	0	197	1032	107	0	550	1574	237	158	270	130	247
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.77	1.07	0.20		0.90	0.95	0.30	0.72	0.74	0.31	0.73
Control Delay		82.4	116.2	3.8		73.6	62.1	20.5	68.1	88.1	9.5	99.8
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.4	116.2	3.8		73.6	62.1	20.5	68.1	88.1	9.5	99.8
Queue Length 50th (ft)		200	~787	0		639	1042	104	157	341	0	165
Queue Length 95th (ft)		300	#928	27		#1013	#1379	198	207	439	59	214
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		259	964	528		608	1664	799	236	364	417	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.76	1.07	0.20		0.90	0.95	0.30	0.67	0.74	0.31	0.29

Intersection Summary

Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	313	134
Future Volume (vph)	313	134
Lane Group Flow (vph)	323	138
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.84	0.33
Control Delay	95.0	14.7
Queue Delay	0.0	0.0
Total Delay	95.0	14.7
Queue Length 50th (ft)	419	20
Queue Length 95th (ft)	511	83
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	555
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.58	0.25

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	34	155	1001	104	3	531	1527	230	153	262	126	240
Future Volume (veh/h)	34	155	1001	104	3	531	1527	230	153	262	126	240
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		160	1032	107		547	1574	0	158	270	0	247
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		216	1411	629		507	1974		202	347		293
Arrive On Green		0.06	0.40	0.40		0.22	0.56	0.00	0.08	0.19	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		160	1032	107		547	1574	0	158	270	0	247
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.6	49.3	8.7		44.5	70.7	0.0	14.3	27.5	0.0	14.1
Cycle Q Clear(g_c), s		10.6	49.3	8.7		44.5	70.7	0.0	14.3	27.5	0.0	14.1
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		216	1411	629		507	1974		202	347		293
V/C Ratio(X)		0.74	0.73	0.17		1.08	0.80		0.78	0.78		0.84
Avail Cap(c_a), veh/h		275	1411	629		507	1974		230	347		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		39.4	51.2	39.0		54.6	35.5	0.0	62.1	77.5	0.0	90.2
Incr Delay (d2), s/veh		7.6	3.4	0.6		63.2	3.5	0.0	14.2	10.7	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		5.1	22.4	3.6		34.5	30.8	0.0	7.3	14.2	0.0	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		47.0	54.6	39.6		117.8	38.9	0.0	76.3	88.1	0.0	96.8
LnGrp LOS		D	D	D		F	D		E	F		F
Approach Vol, veh/h			1299				2121			428		
Approach Delay, s/veh			52.4				59.3			83.8		
Approach LOS			D				E			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.3	116.6	21.9	43.2	50.0	84.9	22.4	42.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.6	72.7	16.3	35.9	46.5	51.3	16.1	29.5
Green Ext Time (p_c), s	0.2	6.1	0.1	1.8	0.0	2.5	0.9	0.0

Intersection Summary	
HCM 6th Ctrl Delay	64.2
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	313	134
Future Volume (veh/h)	313	134
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	323	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	353	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	323	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	33.9	0.0
Cycle Q Clear(g_c), s	33.9	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	353	
V/C Ratio(X)	0.92	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	79.6	0.0
Incr Delay (d2), s/veh	13.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.7	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.5	0.0
LnGrp LOS	F	
Approach Vol, veh/h	570	
Approach Delay, s/veh	94.9	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	0	32	0	0	60	15	365	26	0	774	6
Future Vol, veh/h	37	0	32	0	0	60	15	365	26	0	774	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	0	33	0	0	63	16	380	27	0	806	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1221	1221	809	-	-	380	812	0	-	-	-	0
Stage 1	809	809	-	-	-	-	-	-	-	-	-	-
Stage 2	412	412	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	157	180	380	0	0	667	814	-	0	0	-	-
Stage 1	374	394	-	0	0	-	-	-	0	0	-	-
Stage 2	617	594	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	140	176	380	-	-	667	814	-	-	-	-	-
Mov Cap-2 Maneuver	140	176	-	-	-	-	-	-	-	-	-	-
Stage 1	367	394	-	-	-	-	-	-	-	-	-	-
Stage 2	548	582	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	33.2	11	0.4	0
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	814	-	198	667	-	-
HCM Lane V/C Ratio	0.019	-	0.363	0.094	-	-
HCM Control Delay (s)	9.5	-	33.2	11	-	-
HCM Lane LOS	A	-	D	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.6	0.3	-	-

Intersection	
Int Delay, s/veh	93

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	300	0	8	1	351	201	42	724	5
Future Vol, veh/h	0	0	1	300	0	8	1	351	201	42	724	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	306	0	8	1	358	205	43	739	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	739	1188	1190	358	744	0	0	563	0	0
Stage 1	-	-	-	360	360	-	-	-	-	-	-	-
Stage 2	-	-	-	828	830	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	417	~ 165	188	686	864	-	-	1008	-	-
Stage 1	0	0	-	658	626	-	-	-	-	-	-	-
Stage 2	0	0	-	365	385	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	417	~ 159	180	686	864	-	-	1008	-	-
Mov Cap-2 Maneuver	-	-	-	~ 159	180	-	-	-	-	-	-	-
Stage 1	-	-	-	657	625	-	-	-	-	-	-	-
Stage 2	-	-	-	349	368	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	$ 492	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	864	-	-	417	162	1008	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.94	0.043	-	-
HCM Control Delay (s)	9.2	-	-	13.7	$ 492	8.7	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	24	0.1	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

FUTURE "BUILD" INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1832	11	0	889	0	11
Future Vol, veh/h	1832	11	0	889	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1970	12	0	956	0	12

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	985
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	247
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	247
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	20.3
HCM LOS			C

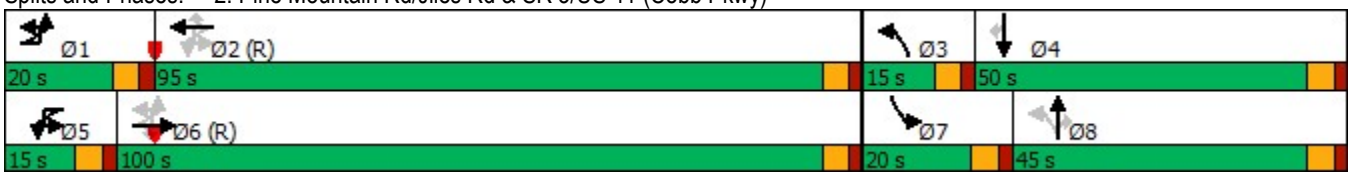
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	247	-	-
HCM Lane V/C Ratio	0.048	-	-
HCM Control Delay (s)	20.3	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	176	1499	86	5	110	751	129	111	284	292	187
Future Volume (vph)	14	176	1499	86	5	110	751	129	111	284	292	187
Lane Group Flow (vph)	0	198	1561	90	0	120	782	134	116	296	304	195
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.47	0.79	0.10		0.71	0.41	0.15	0.46	0.86	0.80	0.74
Control Delay		17.5	36.7	4.9		49.5	26.2	6.8	54.5	93.7	60.1	99.0
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		17.5	36.7	4.9		49.5	26.2	6.8	54.5	93.7	60.1	99.0
Queue Length 50th (ft)		92	807	4		59	288	17	103	341	229	118
Queue Length 95th (ft)		144	916	36		#183	366	58	155	448	342	165
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		433	1967	916		171	1914	904	251	408	431	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.46	0.79	0.10		0.70	0.41	0.15	0.46	0.73	0.71	0.71

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	201	60
Future Volume (vph)	201	60
Lane Group Flow (vph)	209	63
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.54	0.16
Control Delay	67.7	5.3
Queue Delay	0.0	0.0
Total Delay	67.7	5.3
Queue Length 50th (ft)	220	0
Queue Length 95th (ft)	301	25
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.45	0.14

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	176	1499	86	5	110	751	129	111	284	292	187
Future Volume (veh/h)	14	176	1499	86	5	110	751	129	111	284	292	187
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		183	1561	90		115	782	0	116	296	0	195
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		458	2133	951		194	2075		234	323		234
Arrive On Green		0.05	0.60	0.60		0.04	0.58	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		183	1561	90		115	782	0	116	296	0	195
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.5	56.4	4.3		4.7	21.1	0.0	9.5	28.0	0.0	10.0
Cycle Q Clear(g_c), s		7.5	56.4	4.3		4.7	21.1	0.0	9.5	28.0	0.0	10.0
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		458	2133	951		194	2075		234	323		234
V/C Ratio(X)		0.40	0.73	0.09		0.59	0.38		0.50	0.92		0.83
Avail Cap(c_a), veh/h		506	2133	951		221	2075		234	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.9	25.7	15.3		26.6	20.0	0.0	58.8	73.2	0.0	82.9
Incr Delay (d2), s/veh		0.6	2.3	0.2		3.3	0.5	0.0	1.6	21.9	0.0	16.8
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.0	23.5	1.6		2.3	8.8	0.0	4.5	15.3	0.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		15.4	27.9	15.5		29.9	20.5	0.0	60.5	95.1	0.0	99.7
LnGrp LOS		B	C	B		C	C		E	F		F
Approach Vol, veh/h			1834				897			412		
Approach Delay, s/veh			26.1				21.7			85.4		
Approach LOS			C				C			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	110.6	15.0	39.2	12.2	113.5	17.7	36.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.5	23.1	11.5	20.4	6.7	58.4	12.0	30.0
Green Ext Time (p_c), s	0.2	12.7	0.0	1.1	0.1	26.5	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	38.4
HCM 6th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	201	60
Future Volume (veh/h)	201	60
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	209	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	351	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	209	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	18.4	0.0
Cycle Q Clear(g_c), s	18.4	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	351	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	66.9	0.0
Incr Delay (d2), s/veh	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.0	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	68.5	0.0
LnGrp LOS	E	
Approach Vol, veh/h	404	
Approach Delay, s/veh	83.6	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	16	0	0	18	15	636	37	0	361	14
Future Vol, veh/h	11	0	16	0	0	18	15	636	37	0	361	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	0	17	0	0	19	16	677	39	0	384	15

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1101	1101	392	-	-	677	399	0	-	-	-	0
Stage 1	392	392	-	-	-	-	-	-	-	-	-	-
Stage 2	709	709	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	189	212	657	0	0	453	1160	-	0	0	-	-
Stage 1	633	606	-	0	0	-	-	-	0	0	-	-
Stage 2	425	437	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	179	209	657	-	-	453	1160	-	-	-	-	-
Mov Cap-2 Maneuver	179	209	-	-	-	-	-	-	-	-	-	-
Stage 1	624	606	-	-	-	-	-	-	-	-	-	-
Stage 2	401	431	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	17.6	13.3	0.2	0
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1160	-	315	453	-	-
HCM Lane V/C Ratio	0.014	-	0.091	0.042	-	-
HCM Control Delay (s)	8.1	-	17.6	13.3	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	0.1	-	-

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	56	0	9	1	696	512	64	281	0
Future Vol, veh/h	0	0	1	56	0	9	1	696	512	64	281	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	57	0	9	1	710	522	65	287	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	287	1129	1129	710	287	0	0	1232	0	0
Stage 1	-	-	-	712	712	-	-	-	-	-	-	-
Stage 2	-	-	-	417	417	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	752	181	204	434	1275	-	-	566	-	-
Stage 1	0	0	-	423	436	-	-	-	-	-	-	-
Stage 2	0	0	-	613	591	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	752	165	180	434	1275	-	-	566	-	-
Mov Cap-2 Maneuver	-	-	-	165	180	-	-	-	-	-	-	-
Stage 1	-	-	-	423	436	-	-	-	-	-	-	-
Stage 2	-	-	-	542	523	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.8	36.2	0	2.3
HCM LOS	A	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1275	-	-	752	180	566	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.368	0.115	-	-
HCM Control Delay (s)	7.8	-	-	9.8	36.2	12.2	-	-
HCM Lane LOS	A	-	-	A	E	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.6	0.4	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↱		↑↑		↱
Traffic Vol, veh/h	1256	37	0	1771	0	59
Future Vol, veh/h	1256	37	0	1771	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1322	39	0	1864	0	62

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	661
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	405
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	405
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.5
HCM LOS			C

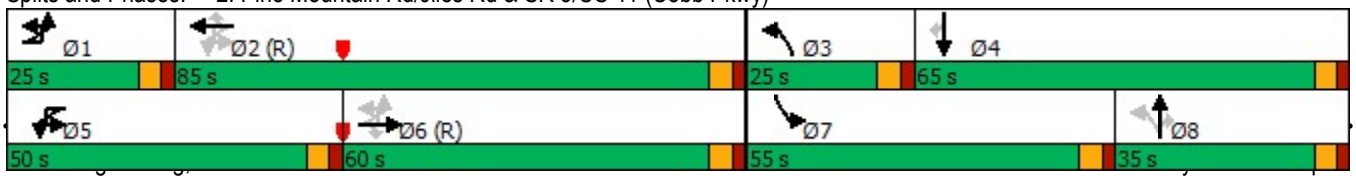
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	405	-	-
HCM Lane V/C Ratio	0.153	-	-
HCM Control Delay (s)	15.5	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	34	157	1004	104	3	536	1527	230	157	264	127	240
Future Volume (vph)	34	157	1004	104	3	536	1527	230	157	264	127	240
Lane Group Flow (vph)	0	199	1035	107	0	556	1574	237	162	272	131	247
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.77	1.07	0.20		0.92	0.96	0.30	0.73	0.73	0.31	0.73
Control Delay		82.2	117.1	3.8		76.9	64.3	20.8	68.6	86.8	9.5	99.8
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.2	117.1	3.8		76.9	64.3	20.8	68.6	86.8	9.5	99.8
Queue Length 50th (ft)		203	~792	0		656	1057	106	160	342	0	165
Queue Length 95th (ft)		303	#934	27		#1037	#1379	198	211	439	60	214
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		260	964	528		602	1646	792	236	371	422	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.77	1.07	0.20		0.92	0.96	0.30	0.69	0.73	0.31	0.29

Intersection Summary

Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	318	134
Future Volume (vph)	318	134
Lane Group Flow (vph)	328	138
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.84	0.32
Control Delay	94.6	14.8
Queue Delay	0.0	0.0
Total Delay	94.6	14.8
Queue Length 50th (ft)	425	21
Queue Length 95th (ft)	518	84
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	554
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.59	0.25

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	34	157	1004	104	3	536	1527	230	157	264	127	240
Future Volume (veh/h)	34	157	1004	104	3	536	1527	230	157	264	127	240
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		162	1035	107		553	1574	0	162	272	0	247
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		215	1396	623		503	1955		205	355		293
Arrive On Green		0.07	0.39	0.39		0.22	0.55	0.00	0.08	0.19	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		162	1035	107		553	1574	0	162	272	0	247
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.8	49.9	8.8		44.5	71.5	0.0	14.5	27.6	0.0	14.1
Cycle Q Clear(g_c), s		10.8	49.9	8.8		44.5	71.5	0.0	14.5	27.6	0.0	14.1
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		215	1396	623		503	1955		205	355		293
V/C Ratio(X)		0.75	0.74	0.17		1.10	0.80		0.79	0.77		0.84
Avail Cap(c_a), veh/h		272	1396	623		503	1955		230	355		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		40.3	52.0	39.5		55.1	36.3	0.0	61.5	76.8	0.0	90.2
Incr Delay (d2), s/veh		8.7	3.6	0.6		70.0	3.6	0.0	15.4	9.6	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		5.2	22.7	3.6		35.2	31.3	0.0	7.5	14.2	0.0	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		48.9	55.6	40.1		125.1	40.0	0.0	76.9	86.4	0.0	96.8
LnGrp LOS		D	E	D		F	D		E	F		F
Approach Vol, veh/h			1304				2127			434		
Approach Delay, s/veh			53.5				62.1			82.9		
Approach LOS			D				E			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.5	115.5	22.2	43.8	50.0	84.1	22.4	43.5
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.8	73.5	16.5	36.4	46.5	51.9	16.1	29.6
Green Ext Time (p_c), s	0.2	5.4	0.1	1.9	0.0	2.1	0.9	0.0

Intersection Summary	
HCM 6th Ctrl Delay	65.9
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	318	134
Future Volume (veh/h)	318	134
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	328	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	358	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	328	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	34.4	0.0
Cycle Q Clear(g_c), s	34.4	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	358	
V/C Ratio(X)	0.92	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	79.3	0.0
Incr Delay (d2), s/veh	14.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.1	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.6	0.0
LnGrp LOS	F	
Approach Vol, veh/h	575	
Approach Delay, s/veh	95.0	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	44	0	39	0	0	60	24	365	26	0	774	16
Future Vol, veh/h	44	0	39	0	0	60	24	365	26	0	774	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	0	41	0	0	63	25	380	27	0	806	17

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1245	1245	815	-	-	380	823	0	-	-	-	0
Stage 1	815	815	-	-	-	-	-	-	-	-	-	-
Stage 2	430	430	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	151	174	377	0	0	667	807	-	0	0	-	-
Stage 1	371	391	-	0	0	-	-	-	0	0	-	-
Stage 2	603	583	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	134	169	377	-	-	667	807	-	-	-	-	-
Mov Cap-2 Maneuver	134	169	-	-	-	-	-	-	-	-	-	-
Stage 1	359	391	-	-	-	-	-	-	-	-	-	-
Stage 2	530	565	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	38.3	11	0.6	0
HCM LOS	E	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	807	-	192	667	-	-
HCM Lane V/C Ratio	0.031	-	0.45	0.094	-	-
HCM Control Delay (s)	9.6	-	38.3	11	-	-
HCM Lane LOS	A	-	E	B	-	-
HCM 95th %tile Q(veh)	0.1	-	2.1	0.3	-	-

Intersection	
Int Delay, s/veh	98.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	300	0	13	1	355	201	46	727	5
Future Vol, veh/h	0	0	1	300	0	13	1	355	201	46	727	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	306	0	13	1	362	205	47	742	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	742	1203	1205	362	747	0	0	567	0	0
Stage 1	-	-	-	364	364	-	-	-	-	-	-	-
Stage 2	-	-	-	839	841	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	416	~ 161	184	683	861	-	-	1005	-	-
Stage 1	0	0	-	655	624	-	-	-	-	-	-	-
Stage 2	0	0	-	360	380	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	416	~ 155	175	683	861	-	-	1005	-	-
Mov Cap-2 Maneuver	-	-	-	~ 155	175	-	-	-	-	-	-	-
Stage 1	-	-	-	654	623	-	-	-	-	-	-	-
Stage 2	-	-	-	342	362	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	$ 517.1	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	861	-	-	416	160	1005	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.996	0.047	-	-
HCM Control Delay (s)	9.2	-	-	13.7	$ 517.1	8.8	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	24.8	0.1	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

TRAFFIC VOLUME WORKSHEETS

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS

Traffic Volumes

A&R Engineering
December 2025

1.Cobb Pkwy@ King Crossing Drwy

A.M. Peak Hour

	King Crossing II Driveway (RIRO)/ Site Driveway 1					-					SR 3/US 41 (Cobb Parkway)					SR 3/US 41 (Cobb Parkway)				
	Northbound					**Southbound**					**Eastbound**					**Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	0	4	4	0	0	0	0	0	0	0	1796	9	1805	0	0	866	0	866
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	0	4	4	0	0	0	0	0	0	0	1832	9	1841	0	0	883	0	883
Total New Trips:	0	0	0	7	7	0	0	0	0	0	0	0	0	2	2	0	0	6	0	6
Future 2027 Traffic Volumes:	0	0	0	11	11	0	0	0	0	0	0	0	1832	11	1843	0	0	889	0	889

P.M. Peak Hour

	King Crossing II Driveway (RIRO)/ Site Driveway 1					-					SR 3/US 41 (Cobb Parkway)					SR 3/US 41 (Cobb Parkway)				
	Northbound					**Southbound**					**Eastbound**					**Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	0	53	53	0	0	0	0	0	0	0	1231	31	1262	0	0	1732	0	1732
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	0	54	54	0	0	0	0	0	0	0	1256	32	1288	0	0	1767	0	1767
Total New Trips:	0	0	0	5	5	0	0	0	0	0	0	0	0	5	5	0	0	4	0	4
Future 2027 Traffic Volumes:	0	0	0	59	59	0	0	0	0	0	0	0	1256	37	1293	0	0	1771	0	1771

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS

Traffic Volumes

A&R Engineering
December 2025

2.Cobb Pkwy@ Jiles-Pine Mtn Rd

A.M. Peak Hour

	Pine Mountain Road **Northbound**					Jiles Road **Southbound**					SR 3/US 41 (Cobb Parkway) **Eastbound**					SR 3/US 41 (Cobb Parkway) **Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	103	275	285	663	0	183	195	59	437	14	170	1466	84	1734	5	106	736	126	973
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	105	281	291	677	0	187	199	60	446	14	173	1495	86	1768	5	108	751	129	993
Total New Trips:	0	6	3	1	10	0	0	2	0	2	0	3	4	0	7	0	2	0	0	2
Future 2027 Traffic Volumes:	0	111	284	292	687	0	187	201	60	448	14	176	1499	86	1775	5	110	751	129	995

P.M. Peak Hour

	Pine Mountain Road **Northbound**					Jiles Road **Southbound**					SR 3/US 41 (Cobb Parkway) **Eastbound**					SR 3/US 41 (Cobb Parkway) **Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	150	257	124	531	0	235	307	131	673	33	152	981	102	1268	3	521	1497	225	2246
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	153	262	126	541	0	240	313	134	687	34	155	1001	104	1294	3	531	1527	230	2291
Total New Trips:	0	4	2	1	7	0	0	5	0	5	0	2	3	0	5	0	5	0	0	5
Future 2027 Traffic Volumes:	0	157	264	127	548	0	240	318	134	692	34	157	1004	104	1299	3	536	1527	230	2296

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS

Traffic Volumes

A&R Engineering
December 2025

3.Pine Mtn Rd@Medical Ctr Drwy

A.M. Peak Hour

	Pine Mountain Road					Pine Mountain Road					Cedar Creek Professional Center Driveway/ Site Driveway 2					Pine Mountain Medical Center Driveway				
	Northbound					**Southbound**					**Eastbound**					**Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	12	624	36	672	0	0	354	10	364	0	1	0	5	6	0	0	0	18	18
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	12	636	37	685	0	0	361	10	371	0	1	0	5	6	0	0	0	18	18
Total New Trips:	0	3	0	0	3	0	0	0	4	4	0	10	0	11	21	0	0	0	0	0
Future 2027 Traffic Volumes:	0	15	636	37	688	0	0	361	14	375	0	11	0	16	27	0	0	0	18	18

P.M. Peak Hour

	Pine Mountain Road					Pine Mountain Road					Cedar Creek Professional Center Driveway/					Pine Mountain Medical Center Driveway				
	Northbound					**Southbound**					**Eastbound**					**Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	15	358	25	398	0	0	759	6	765	0	36	0	31	67	0	0	0	59	59
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	15	365	26	406	0	0	774	6	780	0	37	0	32	69	0	0	0	60	60
Total New Trips:	0	9	0	0	9	0	0	0	10	10	0	7	0	7	14	0	0	0	0	0
Future 2027 Traffic Volumes:	0	24	365	26	415	0	0	774	16	790	0	44	0	39	83	0	0	0	60	60

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS

Traffic Volumes

A&R Engineering
December 2025

4.Pine Mtn Rd@Pine Mtn Way

A.M. Peak Hour

	Pine Mountain Road **Northbound**					Pine Mountain Road **Southbound**					Suffah Mosque North Driveway **Eastbound**					Pine Mountain Way **Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	680	502	1182	0	57	270	0	327	0	0	0	1	1	0	55	0	8	63
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	694	512	1206	0	58	275	0	333	0	0	0	1	1	0	56	0	8	64
Total New Trips:	0	0	2	0	2	0	6	6	0	12	0	0	0	0	0	0	0	0	1	1
Future 2027 Traffic Volumes:	0	0	696	512	1208	0	64	281	0	345	0	0	0	1	1	0	56	0	9	65

P.M. Peak Hour

	Pine Mountain Road **Northbound**					Pine Mountain Road **Southbound**					Suffah Mosque North Driveway **Eastbound**					Pine Mountain Way **Westbound**				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	344	197	541	0	41	710	5	756	0	0	0	0	0	0	294	0	8	302
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	351	201	552	0	42	724	5	771	0	0	0	0	0	0	300	0	8	308
Total New Trips:	0	0	4	0	4	0	4	3	0	7	0	0	0	0	0	0	0	0	5	5
Future 2027 Traffic Volumes:	0	0	355	201	556	0	46	727	5	778	0	0	0	0	0	0	300	0	13	313

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
(770) 427-7004 (T)
(770) 426-9584 (F)

ROGER J. ROZEN
rjrozen@rozenandrozen.com
ADAM J. ROZEN
ajrozen@rozenandrozen.com
JEFFREY M. REILLY, JR.
jreilly@rozenandrozen.com

Injury, Land Use,
Criminal Defense,
Domestic
& Business

December 31, 2025

VIA EMAIL: ccampbell@kennesaw-ga.gov

Ms. Chanelle Campbell
Director of Planning & Zoning
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC, 6095 Pine Mountain Road
RZ2025-03

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application known as RZ2025-03 regarding the above-captioned property. We are requesting that the application be tabled from the January hearing dates until the February hearing dates to allow additional time for the Applicant to continue working with the City and community. Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
ajrozen@rozenandrozen.com

AJR/srb

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
January 7, 2026
6:30 PM

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1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:50p.m.
Roll Call: Trey Bodenhamer, Rebecca Patterson, Carolyn Greenall, Todd Vande Zande
Absent: Robert Trim
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Adam Rozen (Applicant Representative), Dave Schwickerath (HOA President, Village at Pine Mountain)

2. Election of Officers

Commissioner Vande Zande nominated Commissioner Bodenhamer as Chair.
Commissioner Bodenhamer accepted the nomination for Chairman.

Commissioner Bodenhamer nominated Commissioner Vande Zande as Vice Chair.
Commissioner Vande Zande accepted the nomination for 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 January 20, 2026.

4. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: December 3, 2025

Chairman Bodenhamer called for a motion.
Motion to approve by Vice Chair Vande Zande
Seconded by Commissioner Patterson
Chairman Bodenhamer proceeded with a roll call for approval.

Vote taken, motion unanimously approved 3-0. Motion carried.

5. New Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple townhomes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Chairman Bodenhamer called for a motion.
Motion to table by Vice Chair Vande Zande
Vice Chair Vande Zande amended the motion to postpone the agenda item to the February 4, 2026, Planning Commission meeting.
Seconded by Commissioner Greenall
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

6. Staff Comment

7. Adjourn

Chairman Bodenhamer called for a motion to adjourn.
Motion to approve by Commissioner Greenall
Seconded by Vice Chair Vande Zande
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: January 20, 2026

TITLE: **Minutes: January 5, 2026 Regular Meeting A**
Approval of the January 5, 2026, City Council regular meeting A minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-01-05 City Council Meeting Draft Minutes - A

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

Livestream: www.kennesaw-ga.gov/publicmeetings/
January 5, 2026
6:30 PM

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

1. Invocation

Mayor Derek Easterling led the Invocation.

2. Pledge of Allegiance

City Resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

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

4. Announcements

5. Presentations

6. Public Comment

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

6:32 p.m. Floor Open for Public Comments

No comments.

6:33 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

DRAFT

11. Consent Agenda

A. **Minutes: December 8, 2025 Work Session**
Approval of the December 8, 2025, City Council work session minutes.

B. **Minutes: December 8, 2025 Executive Session**
Approval of the December 8, 2025, City Council executive session minutes.

C. **Minutes: December 15, 2025 Regular Meeting**
Approval of the December 15, 2025, City Council regular meeting minutes.

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

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

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

DRAFT

18. Public Comment
This section is for general comment.

6:33 p.m. Floor Open for Public Comments

STEVEN LUITJENS [City Resident]: Mr. Luitjens is the owner of Conservation Landscaping LLC, a Kennesaw-based company dedicated to restoring habitat and biodiversity through responsible, functional landscaping practices. He has observed Kennesaw's growth and noted that while development brings opportunity, it also carries significant responsibility. His work involves collaborating with landowners and developers to manage land in ways that reduce long-term costs, improve water quality, and control erosion while maintaining a professional appearance. He stated that rapid land clearing has destroyed thousands of acres of habitat and that, in many cases, native plants are removed and discarded. Mr. Luitjens explained that land ethics teaches that land is not a commodity, but a community to which we belong. Conservation Landscaping LLC applies this philosophy by restoring ecosystems where they have been lost while still meeting human needs. He expressed interest in partnering with the City of Kennesaw and Cobb County to pursue grants to fund conservation projects or explore tax benefits for properties actively engaged in conservation efforts. Additionally, he requested that the City consider restrictions on the sale of invasive plant species within the city limits.

6:38 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney did not have anything to report for this meeting.

20. Mayor's Report

A. **Recognition: Councilmember Pat Ferris**
Recognizing Councilmember Pat Ferris for 25 years of dedicated service to the City of Kennesaw.

In honor of Pat Ferris' service, Andrew Bramlett reflected on the beginning of Mr. Ferris' time in office, sharing a story about his first election (see **Exhibit A)**.

Mayor Easterling thanked Mr. Ferris for his dedication to the City of Kennesaw and presented him with an award and gift from the City in appreciation of his service.

Mr. Ferris addressed the audience, stating that it had been his honor and pleasure to serve the City of Kennesaw. He recalled that during his first term there was a significant amount of infighting. During his second term, he committed to the Council that they would remain business-focused and that nothing would be personal, noting that this goal was accomplished. He concluded by sharing that he is now considering what comes next for him.

DRAFT

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

Mayor Easterling adjourned the meeting at 6:44 p.m.

_____

Lea Alvarez, City Clerk

KENNESAW HISTORY

Pat Ferris

As Pat Ferris reaches the end of his time on the Kennesaw City Council, I wanted to look back on the start of his time in office.

In 1984, three council posts were up for reelection, and all three incumbents decided to run. Jerry Worthan, Ivan Malone, and Gordon Coker were all running for their fourth terms. Both Worthan and Malone faced challengers: One was Ben Robertson, running against Worthan, while the other was Pat Ferris, running against Malone. Pat was at that time a sales representative for an engineering firm.

According to the *Atlanta Journal*, the resulting election had one of the highest turnouts up to that point in city history, with 792 of the 2,500 registered voters casting ballots. Pat Ferris received 452 votes, defeating Malone, while Ben Robertson won as well. Pat told the *Marietta Daily Journal* that his win was because the people of Kennesaw were ready for "new ideas." Pat was sworn in on January 7, 1985, and served on the council until 2001, and then again from 2018 to today.

DRAFT

Kennesaw City Council, 1985

Presented by Andrew J. Bramlett at the January 5, 2026,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Regular Meeting
1/5/2026
Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Brandlett	2990 Kennesaw Ct.	Food trucks
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DRAFT

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: January 20, 2026

TITLE: **Minutes: January 5, 2026 Regular Meeting B**
Approval of the January 5, 2026, City Council regular meeting B minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-01-05 City Council Meeting Draft Minutes - B

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

Livestream: www.kennesaw-ga.gov/publicmeetings/
January 5, 2026
7:00 PM

Present	Mayor Derek Easterling Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Jonathon Bothers Councilmember Antonio Jones Councilmember Anthony Gutierrez-Leon City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Sam Hensley, Jr.

1. Invocation

City Resident Carlene Fregeolle led the Invocation.

2. Pledge of Allegiance

3. Call to Order

4. Announcements

5. Presentations

6. Public Comment

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

7:21 p.m. Floor Open for Public Comments

No comments.

7:22 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

A. **Oaths of Office: Municipal Court Associate Judge**
Oaths of office will be administered to Charles Chesbro by Mayor Derek Easterling.

[The agenda was taken out of order, and the oaths of office were administered following the Invocation].

DRAFT

Mayor Derek Easterling administered the oath of office to Municipal Court Judge Pro Tem Charles Chesbro.

B. **Oaths of Office: City Council Post 3, 4 & 5**
Prior to taking the dais, oaths of office will be administered to Jonathan Bothers and Anthony Gutierrez-Leon by the Honorable H. Luke Mayes, IV and to Antonio Jones by the Honorable Kellie S. Hill, respectively.

Municipal Chief Judge H. Luke Mayes IV administered the oaths of office to Jonathon Bothers and Anthony Gutierrez-Leon. Cobb County Superior Court Judge Kellie S. Hill administered the oath of office to Antonio Jones.

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. **Meeting Schedule: 2026 City Council Work Sessions and Regular Meetings**
Approval of the 2026 City Council Work Session and Regular Meeting Schedule.

B. **2025 Destruction Log**
Receipt of the 2025 destruction log.

DRAFT

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded by Councilmember Viars.

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

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment
This section is for general comment.

7:22 p.m. Floor Open for Public Comments

No comments.

7:23 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney announced that the City's 911 Department received notification that its CALEA accreditation has been reapproved.

20. Mayor's Report

A. **Appointment: Mayor Pro Tem**
Consideration for the appointment of the 2026 Mayor Pro Tem.

Motion by Councilmember Bothers to nominate Antonio Jones as the 2026 Mayor Pro Tem. Seconded by Councilmember Gutierrez-Leon.

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

B. **Registration: 2026 Lobbyist Session**
Consideration for approval for the Mayor to sign a lobbyist registration letter authorizing Fred Bentley, Jr. and Randall Bentley, Sr. to lobby on behalf of the City of Kennesaw.

Motion by Councilmember Viars approving the Mayor to sign a lobbyist registration letter authorizing Fred Bentley, Jr. and Randall Bentley, Sr. to lobby on behalf of the City of Kennesaw. Seconded by Mayor Pro Tem Jones.

DRAFT

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

C. **Resolution: 2026 Alternate Check Signer**
Consideration for the appointment of an alternate check signer and approval of a resolution to designate an alternate check signer for 2026.

Motion by Councilmember Gutierrez-Leon to appoint Tracey Viars as alternate check signer and approve **Resolution No. 2026-01** to designate an alternate check signer for 2026. Seconded by Councilmember Bothers.

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

D. **Resolution: 2026 Bank Signature Cards**
Consideration for approval of a resolution authorizing signatures for the City of Kennesaw and transmission of documents to the bank for 2026 new signature cards.

Motion by Mayor Pro Tem Jones to approve **Resolution No. 2026-02** authorizing signatures for the City of Kennesaw and transmission of documents to the bank for 2026 new signature cards. Seconded by Councilmember Viars.

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

E. **Appointments: 2026 City Appointments**
Consideration for the ratification of the following City appointments: H. Luke Mayes, IV (Chief Judge/Probable Cause Judge); Charles Chesbro (Associate

Judge); Randall Bentley, Sr. (Solicitor); Jamie Wingler (Solicitor); Bentley, Bentley, and Bentley (City Attorney); Patterson & Dewar Engineers (City Engineer); City Manager; and City Clerk.

Motion by Councilmember Viars to ratify the following City appointments: H. Luke Mayes, IV (Chief Municipal Court Judge/ Probable Cause Judge); Charles Chesbro (Municipal Court Judge Pro Tem); Randall Bentley, Sr. (Solicitor); Jamie Wingler (Solicitor); Bentley, Bentley, and Bentley (City Attorney); Patterson & Dewar Engineers (City Engineer); City Manager; and City Clerk. Seconded by Mayor Pro Tem Jones.

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

F. **Appointments: 2026 Boards and Commissions**
Consideration for the ratification of (re) appointments to any board, committee, authority or commission.

Motion by Mayor Pro Tem Jones to ratify the following resignations and (re)appointments as read into the record:

2026 COUNCIL LIAISONS TO BOARDS
CEMETERY PRESERVATION COMMISSION: Jonathon Bothers
HISTORIC PRESERVATION COMMISSION: Anthony Gutierrez-Leon
KENNESAW DEVELOPMENT AUTHORITY: Antonio Jones
KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY: Tracey Viars
PLANNING COMMISSION: Antonio Jones
SISTER CITIES: Anthony Gutierrez-Leon
YOUTH COUNCIL: Madelyn Orochena and Antonio Jones
911 ADVISORY BOARD: Anthony Gutierrez-Leon

DRAFT

2026 BOARDS/COMMISSIONS APPOINTMENTS/REAPPOINTMENTS

KENNESAW/ACWORTH 911 ADVISORY BOARD
APPOINT Acworth Alderwoman Kimberly Haase, Kennesaw Acworth 911 Assistant Director Megan Meyer, and Cobb County Fire Chief Dr. Michael Cunningham to the Kennesaw/Acworth 911 Advisory Board.

CEMETERY PRESERVATION COMMISSION:
REAPPOINT Jim Poole, Judi Burrell, and Rebecca Carlson to the Cemetery Preservation Commission with terms ending December 2029.

ETHICS BOARD
ACCEPT THE RESIGNATION of Chelsey Kisinger from the Ethics Board.
REAPPOINT Karen Whipple to the Ethics with a term ending December 2027.
APPOINT Donovan Giardina to the Ethics Board with a term ending December 2027.

HISTORIC PRESERVATION COMMISSION
ACCEPT THE RESIGNATION of Kevin Whipple from the Historic Preservation Commission.

REAPPOINT Rachel Butler to the Historic Preservation Commission with a term ending December 2027.

KENNESAW DEVELOPMENT AUTHORITY
ACCEPT THE RESIGNATION of Richard Blevins, Jr. and Kevin Tidwell from the Kennesaw Development Authority.
REAPPOINT Keith Palmer, Justin Crocker, and Matt Riedemann to the Kennesaw Development Authority with terms ending December 2029.

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY
REAPPOINT Mark Allen, Nimesh Patel, Mary Jo Groeneveld, and Leslie Patton to the Kennesaw Downtown Development Authority with terms ending December 2029.

LICENSE REVIEW BOARD
REAPPOINT Tavares Chambless and Donald Perez to the License Review Board with terms ending December 2027 and Robert Thornton with a term ending December 2026.

PLANNING COMMISSION
ACCEPT THE RESIGNATION of Phillip Jackson from the Planning Commission.
REAPPOINT Rebecca Patterson and Carolyn Greenall to the Planning Commission with terms ending December 2028.

DRAFT

SISTER CITIES COMMISSION
ACCEPT THE RESIGNATION of Neil Brunetz from the Kennesaw Sister Cities Commission.
REAPPOINT Elizabeth Jamison to the Kennesaw Sister Cities Commission with a term ending December 2027.

URBAN REDEVELOPMENT AGENCY
ACCEPT THE RESIGNATION of Bill Snyder from the Urban Redevelopment Agency.

Seconded by Councilmember Gutierrez-Leon.

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

21. Council Reports & Discussions

Councilmember Orochena congratulated Jonathon Bothers, expressed her enthusiasm for working with him, and shared her excitement for the new year.

Councilmember Gutierrez-Leon remarked that it was hard to believe two years had passed since his first term and noted that returning for a full four-year term was incredibly humbling. He expressed appreciation to those who continue to place their trust in him, his fellow Councilmembers, and City staff. He acknowledged that the Council is sometimes faced with difficult decisions, but stated his confidence in the City and encouraged the public to share that trust.

Mayor Pro Tem Jones welcomed Jonathon Bothers to the Council and thanked Pat Ferris for his guidance and counsel over the years.

Councilmember Bothers thanked everyone for their support and shared that he recently met with all City departments to learn more about their day-to-day operations. He expressed appreciation for their service to the City. He noted that his family has been part of the community since 2003 and has witnessed significant change, and that he wanted to be part of the City's continued positive progress. He stated that he looks forward to getting to work and doing whatever is needed to help the City move forward.

Councilmember Viars thanked Pat Ferris for his service, congratulated the newly elected officials, and recognized City Manager Jeff Drobney for earning re-credentialing as a City Manager, noting that he is the only credentialed City Manager in Cobb County.

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.

DRAFT

Motion by Councilmember Bothers to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing legal. Motion seconded by Mayor Pro Tem Jones.

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

7:38 p.m. Recess to Executive Session

Mayor, City Council, City Manager, Assistant City Manager, City Clerk, City Attorney, and Assistant City Attorney attended Executive Session.

8:05 p.m. Reconvene to Open Session

Councilmember Bothers read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4. Motion seconded by Councilmember Gutierrez-Leon. See **Exhibit A**.

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

23. Adjourn

Mayor Easterling adjourned the meeting at 8:05 p.m. The next work session will be held on Monday, January 12, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____

Lea Alvarez, City Clerk

State of Georgia
County of Cobb

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 5th day of Jan, 2026.

2.

That it is my understanding that O.C.G.A.§ 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3.

The subject matter of the closed meeting or closed portion of the meeting held on the 5th day of Jannary, 2026 which was closed for the purpose(s) of legal as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

DRAFT

4.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A.§ 50-14-4(b) that such an affidavit be executed.

This the 5th day of Jan, 2026.

Mayor/Presiding Officer

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Sworn to and subscribed before me this the

5th day of Jannary, 2026.

Notary Public

LEA ALVAREZ
NOTARY
EXPIRES
GEORGIA
February 21, 2027
PUBLIC
PAULDING COUNTY

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
1/5/2026
Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Brandlett	2990 Kennesaw Ct.	Food trucks
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DRAFT

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: January 20, 2026

TITLE: **Minutes: January 5, 2026 Executive Session**
Approval of the January 5, 2026, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-01-05 Executive Session Affidavit

State of Georgia
County of Cobb

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 5th day of Jan, 2026.

2.

That it is my understanding that O.C.G.A.§ 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

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The subject matter of the closed meeting or closed portion of the meeting held on the 5th day of Jannary, 2026 which was closed for the purpose(s) of legal as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A.§ 50-14-4(b) that such an affidavit be executed.

This the 5th day of Jan, 2026.

Mayor/Presiding Officer

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Sworn to and subscribed before me this the

5th day of Jannary, 2026.

Notary Public

LEA ALVAREZ
NOTARY
EXPIRES
GEORGIA
February 21, 2027
PUBLIC
PAULDING COUNTY

Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: January 20, 2026

TITLE: **Resolution: Southern Museum Elevator Modernization**
Consideration for approval of a Resolution awarding a contract to Otis Elevator Company for the modernization of the Southern Museum elevator.

Summary:
This proposal is to modernize the elevator at the Southern Museum. The scope of work includes all parts and materials needed to make the elevator meet current state requirements. In essence, the elevator will be all new components using the current car and hoist way. The elevator is currently at the end of its life cycle and can no longer be repaired. This elevator provides access to the administrative area for museum staff.

Recommendation:
The Building and Facility Director recommends approval of this project.

Fiscal Impact:
2022 SPLOST Facility Improvements — $119,571

Attachments:
1. RES 2026 - Otis Elevator Modernization
2. 2025.11.25 Southern Museum_ Otis Hydro Proposal

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__, 2026

RESOLUTION TO AWARD CONTRACT WITH OTIS ELEVATORS FOR THE MODERNIZATION OF THE ELEVATOR AT THE SOUTHERN MUSUEM

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

WHEREAS, the Elevator at The Southern Museum provides access to 2nd floor admin offices; and

WHEREAS, the scope of work includes all materials and equipment to bring the elevator to modern requirements; and

WHEREAS, OTIS elevator is the only qualified proposal as it is proprietary equipment to them with a proposed cost of $119,571 which will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the mayor to sign the contract with OTIS Elevators for the modernization of the Southern Musuem Elevator as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of January, 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW

_____
Derek Easterling, Mayor

Southern Museum Elevator Modernization
Scope Summary of Equipment
OTIS Recommendation
11/25/2025

OTIS ELEVATOR COMPANY

Building Location	Elevator	Price
Southern Museum	**1 Hydraulic**	**$104,571.00**

- New Hydraulic pumping unit (motor, pump & valve)
- New HydroFit Controller
- New Door Operator
- New Door 3-D Safety Edge per Code
- New slide inserts for main car slide guides
- New Hoistway door gibs, door hanger rollers, and pick-up rollers
- New Car door gibs, door hanger rollers
- New Car Door Clutch
- New Door restrictors
- New Door vanes
- New Door interlocks on every floor
- New COP (Car Operating Panel) with Vandal Proof Buttons
- New Emergency in Car Lantern
- New Surface mounted hall stations with LED vandal proof buttons
- New Hoistway Braille at every landing
- New Traveling cable
- New Serial link hoistway wiring for hall fixtures
- New Limit switches
- New Car top Inspection Box
- New Pit Stop switch
- New Extended Toe guard to meet CODE
- New Code compliant pit ladder
- New Industrial rust-prohibitive paint for existing pit equipment and pit buffers
- Permit included
- State Inspection cost included
- Elevator will be out of service for approximately **4 weeks**
- Lead time on material is **approximately 18-20** once down payment is received executed contract is received and fixture approval drawings signed off on.
- 60% down payment required on total project amount.

Michael Heinzer
MOD Sales Specialist | OTIS Atlanta – Made to move you
LEED Green Assoc.
M: 404-980-7978
840 Franklin Ct, Suite 200, Marietta, GA 30067

OTIS

HydroFit™ MOD

OTIS

Otis HydroFit™ MOD Hydraulic Control System

11/25/2025

CUSTOMER NAME
City of Kennesaw

Otis Elevator Company
840 Franklin Ct Suite 200
Marietta, Georgia, 30067

PROJECT LOCATION
2829 Cherokee St NW
Kennesaw, Georgia, 30144

PROPOSAL NUMBER
F7SE0187/01

We propose to furnish labor and material to provide a microprocessor based HydroFit MOD control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

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Section 1

UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

Group 1

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
Unit 1	3500	100

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained.

© OTIS ELEVATOR COMPANY, 2025 All Rights Reserved

Section 2

OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE

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license and subscription agreement and additional annual subscription fee of $70.00, which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Pro Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail
- Predictive maintenance with remote dispatch
- Real-time alerts
- No "running on arrival" (ROA) fees at Otis' discretion
- Customized health reports
- Voice, video and text-based communication services that meet IBC 3001.2-2018 and ASME A17.1-2019 codes regarding communication systems for the hearing and speech impaired
- When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers

Optional for Otis One Pro, Select if applicable.
☐ eView™ is an infotainment service option to Otis ONE Pro that enhances the passenger experience with news, weather, and sports highlights. You can also promote your brand and share your custom content with passengers.

Section 3

MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 480V_60HZ, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroFit MOD control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

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NEW SOFT STARTER
A new solid-state starter will be provided.

NEW PUMP MOTOR
The existing motor will be replaced.

POWER UNIT

NEW SUBMERSIBLE
The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE
A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

NEW AUT-O-SAFE®
We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Section 4

DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR
Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE
Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

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NEW INTERLOCKS
New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS
The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES
The present hoistway entrances will be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS
The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS
Folding hoistway door restrictors shall be installed.

Section 5

HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES
Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAIN CAR GUIDES
The existing car guides shall be retained, but new slide guide inserts will be replaced.

RETAIN CAR INTERIOR
The present car interior shall be retained.

RETAIN FLOORING
The present flooring will be retained.

NEW PIT SWITCH
An emergency stop switch shall be located in the pit accessible from the pit access door.

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RETAIN SPRING BUFFERS
The existing spring buffers shall be retained.

Section 6

CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL
An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered. Otis will provide our standard, code compliant, applied fixtures in a brushed stainless-steel finish. If a specific fixture design or configuration is requested, you agree to notify Otis upon execution of this agreement. Design modifications may lead to additional costs based on final selection.

NEW EMERGENCY CAR LIGHTING
An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR
A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)
An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE SIGNAL
Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

NEW "IN-CAR" DIRECTION LANTERNS

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Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

Section 7

HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination. Otis will provide our standard, code compliant, applied fixtures in a brushed stainless-steel finish. If a specific fixture design or configuration is requested, you agree to notify Otis upon execution of this agreement. Design modifications may lead to additional costs based on final selection.

Section 8

HEALTH PRODUCTS

No Health Products Specified

Section 9

WORK BY OTHERS – NOT IN CONTRACT

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The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum ¾ inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

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Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Voice / Video / Text

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

Number of Elevators	Min. Download Bandwidth (Mbps)	Min. Upload Bandwidth (Mbps)
1 - 3	5	1
4	10	2

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

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Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material

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from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0,", or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10

GENERAL REQUIREMENTS

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EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **five thousand ($5,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of $1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount **(no less than 90%)** prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **sixty percent (60%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.

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- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- A processing fee will be applied to credit card payments.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: **$104,571**			
DUE DATE	**DESCRIPTION**	**%**	**VALUE**
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	**60%**	**$62,743**
Due within 30 days from date of invoice or prior to installation,	Materials for project "Material Delivery Payment"	**20%**	**$20,914**

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whichever occurs first. Installation will not commence until this material payment is made.			
Due within 30 Days from substantial completion of each elevator.	Installation labor "Labor Progress Payments"	**20%**	**$20,914**

LEAD TIME AND DURATION

We anticipate approximately __18-20__ weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately __4__ weeks per car. All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date of ___June 1, 2026___. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS
ASME A17.1/CSA B44 (2019) –

ASME A17.1 / CSA B44 (2019): Otis' proposal meets the requirements included in the ASME A17.1 / CSA B44 2019 code, including an emergency communication system that conforms to, Requirement 2.27.1.1 for two-way voice, video & text emergency communication.

Section 11

ALTERNATES

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ALTERNATE #1 - CAB INTERIOR ALLOWANCE

ADD: Fifteen thousand and 00/100 Dollars ($15,000.00)

Please indicate your intention to choose this option by initialing here: _____

ALTERNATE # 2 – Otis to provide full turnkey (except Fire/Life Safety**) Electrical, Plumbing & HVAC**
Otis will provide a full turnkey project. Full Scope of Work on subsequent pages.

ADD: Seventy-Two Thousand Four-Hundred Ninety and 00/100 Dollars ($72,490.00)

Please indicate your intention to choose this option by initialing here: _____

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE	$104,571 "Cost w/Tax" Or "Cost w/o Tax"
	DollarsType Dollar Amount

This price is based on a **sixty percent (60%)** downpayment in the amount of $62,743

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in the Contract is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Michael Heinzer

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X_____

Print Name: _____

Title: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X_____

Print Name: _____

Title: _____

Name of Company: _____

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TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

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We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to acts of God or nature: fire: explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others

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except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

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Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: January 20, 2026

TITLE: **Resolution: Professional Planning Services for the City of Kennesaw Livable Centers Initiative (LCI)**
Consideration for approval of a Resolution accepting Pond & Company's proposal to provide professional planning services for the City of Kennesaw's Livable Centers Initiative (LCI) study update.

Summary:
Pond & Company has submitted a proposal to the City to provide professional planning services for completing the updates to the Livable Centers Initiative (LCI). The study will focus on Cobb Parkway and will be prepared in accordance with the requirements of the Atlanta Regional Commission (ARC). The study will be funded through the LCI grant, with the Atlanta Regional Commission contributing 80% of the total cost and the City responsible for the remaining 20%. The overall project budget is $200,000.00.

Recommendation:
Planning and Zoning recommends approval of the proposal.

Fiscal Impact:
100.1065.54.149000.0000 Other Infrastructure Improvement

Attachments:
1. RES 2026 - Pond & Company Livable Centers Initiative (LCI)
2. 2025 Livable Centers Initiative (LCI) Contract_ Pond & Company
3. Exhibit A - Pond & Company Proposal

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026 -___, 2026

RESOLUTION TO APPROVE A PROPOSAL WITH POND & COMPANY FOR PROFESSIONAL PLANNING SERVICES TO COMPLETE THE UPDATES TO THE LIVABLE CENTERS INITIATIVE (LCI) STUDY

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

WHEREAS, the City seeks to engage a qualified and experienced planning and engineering consultant to provide professional planning services necessary to complete the updates to the Livable Centers Initiative (LCI) study; and

WHEREAS, Pond & Company has represented to the City that it is qualified and experienced to perform the required services in accordance with the standards of the Atlanta Regional Commission (ARC), and has the personnel and resources necessary to complete the work within the required time frame; and

WHEREAS, the scope of work, as outlined in Exhibit A, includes preparation of a market study for the LCI project area, facilitation of public engagement activities, and development of the updated LCI plan; and

WHEREAS, Pond & Company has proposed to provide these professional planning and engineering services for a total cost of $199,992.00, as detailed in Exhibit A; and

WHEREAS, the study will be funded through an LCI grant, with the Atlanta Regional Commission (ARC) contributing 80% of the total project cost and the City providing the remaining 20% local match.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to approve and award the proposal with Pond & Company for the completion of the LCI Study updates, as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of January 2026.

ATTEST: CITY OF KENNESAW

_____ _____

Lea Alvarez, City Clerk Derek Easterling, Mayor

PROFESSIONAL PLANNING SERVICES AGREEMENT

between

CITY OF KENNESAW, GEORGIA

and

POND & COMPANY

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT ("Agreement"), made and entered into on this the _____day of_____, _____ ("Effective Date"), by and between the CITY OF KENNESAW, GEORGIA, a municipal corporation under the laws of the State of Georgia ("**City**") and POND & COMPANY a corporation existing under the laws of the State of Georgia ("**Consultant**").

WITNESSETH:

WHEREAS, **City** desires to engage a qualified and experienced planning/engineering consultant to furnish professional services for a project known as Update for the City of Kennesaw Livable Centers Initiative ("Project"); and

WHEREAS, **Consultant** has represented to **City** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

WHEREAS, the Atlanta Regional Commission ("ARC") is the regional planning and intergovernmental coordination agency for ten (10) counties whose jurisdictional region includes the areas within the municipal limits of **City**. **City** and **Consultant** acknowledge that, as the Project is to be located within this jurisdictional region, it is subject to certain requirements of the ARC.

WHEREAS, **City** and **Consultant** further acknowledge that the Project is subject to certain requirements of federal law, including but not limited to regulations of the U.S. Department of Transportation, as well as certain requirements of state law, including but not limited to regulations of the Georgia Department of Transportation.

NOW, THEREFORE, **City** and **Consultant** agree as follows:

I. DESCRIPTION OF PROJECT: **City** and **Consultant** agree that the Project is as described in Exhibit A, which is attached to and incorporated herein by reference, and entitled the "Scope of Work," **City** and **Consultant** recognize that, during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES: **Consultant** agrees to perform those services described in Exhibit A and in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, the duties of **Consultant** shall not be construed to exceed those services specifically set forth herein.

A. Scope of Consulting Services. **Consultant** agrees to perform those tasks ("Work") described in the documents entitled Scope of Work, which is attached hereto and incorporated herein as Exhibit A.
B. Change of Scope of Consulting Services. If the scope of the Project is changed resulting in **Consultant**'s cost of performing any part of its obligations under this Agreement, the parties agree to renegotiate the compensation subject to approval of the ARC and Mayor and Council of the City. No additional services shall be performed until written authorization is received from **City**. Nothing in this subparagraph shall excuse **Consultant** from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

III. CONTRACT TERM:

A. Contract Term. This Agreement shall commence on the Effective Date and terminate automatically upon completion of the Work to be performed by **Consultant** or issuance of the final payment owed to **Consultant**.
B. **Consultant** shall commence the Work under this Agreement on a date established by addendum to this Agreement ("Commencement Date"), such addendum is attached to and incorporated within this Agreement as Exhibit A. **Consultant** shall complete the Work no later than October 31, 2027 ("Completion Date"). **Consultant** shall meet the project schedule for each task as outlined:
    - Task 1- Market Study – September 30, 2026
    - Task 2 – Public Engagement – December 31, 2026
    - Task 3 – Plan Development – June 30, 2027
    - Task 4 – Project Deliverables - October 31, 2027

IV. **SCOPE OF CITY SUPPORT**: **City** agrees to provide the following:

A. All criteria and full information as to **City**'s requirements for the Project.
B. Available information and data pertinent to the Project.
C. Timely reviews of work product.
D. **City** shall appoint a **City**'s representative with respect to work to be performed under this Agreement. Said **City**'s representative shall have complete authority to transmit instructions, receive information, and interpret and define **City**'s policies. **Consultant** shall be entitled to rely on representations made by said **City**'s representative unless otherwise directed in writing by **City**.

V. **AUTHORIZATION AND PROGRESS**: Upon execution of an addendum to

this Agreement, Exhibit A, which includes such provisions as the Commencement and Completion Date, project schedule, interim milestones and work product submittal dates, **City** grants **Consultant** specific authorization to proceed with the Work described in Exhibit A.

VI. **COMPENSATION**:

A. Compensation for services provided under Article II shall be made monthly upon presentation of the **Consultant's** statement of services rendered or as otherwise provided in this Agreement, up to the maximum contract amount of Two Hundred Thousand Dollars ($200,000.00).

B. **Consultant** acknowledges that this contract is being funded in part with a grant from the ARC and this contract shall be null and void if the grant is not received by the **City**.

VII. **RESPONSIBILITY OF CONSULTANT**:

A. Professional Services. **Consultant** is employed to render professional services only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the Work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time **Consultant**'s Services are rendered. No review of **Consultant**'s professional work product, including, but not limited to any plans and specifications, by any of **City**'s employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.

VIII. **INDEMNIFICATION**:

A. To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless **City**, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant**'s performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent or intentional act or omission of **Consultant**, any subcontractor, or any individual or entity directly or indirectly employed by **Consultant** or subcontractor to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against **City** or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by **Consultant** or subcontractor to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VIII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

IX. **SUBCONTRACTS**: **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the Work to be performed under this Agreement. **Consultant** shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, **Consultant** shall inform **City** in writing of its decision to employ or otherwise retain any subcontractor and shall obtain **City**'s written approval of such decision. The ARC must approve, in writing, the selection of any subcontractor prior to the employment or retention of such subcontractor.

X. **SUSPENSION OF WORK**: **City** may suspend, in writing, all or a portion of the Work. **Consultant** may request that the Work be suspended by notifying **City**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend work on Project in the event **City** does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article.

XI. **TERMINATION OF WORK**: **City** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) calendar days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **City**. The time spent on such additional work shall not exceed five percent (5%) of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work

required for filing and closing as described in this Article.

XII. CONFLICT OF INTEREST:

A. **Consultant** certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of **City**, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **City**. If **City** determines that a conflict of interest exists, **City** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **City** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **City** within one week of becoming aware of the existence of the conflict of interest.

C. **Consultant** warrants that **Consultant** and **Consultant**'s subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant**'s subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, **City** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIII. OWNERSHIP OF DOCUMENTS:

A. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **City**. **Consultant** may retain reproducible copies of such documents. **City** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **City** other than for information and reference in connection with the use, operating and occupancy of the Project by **City** and others. **City** further agrees that **City** will not hereafter disseminate any of such

original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **City** or a wholesale customer of **City**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **City** is disclosed to such other client or any other party.

B. **Consultant** agrees that any electronic documents provided to the **Consultant** by the **City** for the **Consultant**'s use on the Project belong to and remain the property of the **City**. The **Consultant** will not disseminate any such documents to third parties without the **City**'s written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **City** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

XIV. **CONSULTANT TO COOPERATE**: If **City** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **City** and the **City**'s employees, and carefully fit its own work to such additional work as may be directed by **City**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of **City** or any employee of **City**.

XV. **FEDERAL LAW REQUIREMENTS**: In addition to the provisions in the Article X, **Consultant** agrees to use competitive procedures and to follow the applicable Federal regulations in 2 C.F.R. Part 200.318 through 200.326 in employing or retaining any subcontractor to perform Work under this Agreement. **Consultant** also agrees to comply with the applicable provisions in 2 C.F.R. Part 200.318 through 200.326 as to accounting and financial requirements, records maintenance and administration of contracts. **Consultant** further agrees to comply with the Disadvantaged Business Enterprise requirements contained in 49 C.F.R. Part 26.

XVI. **ARC REQUIREMENTS**: **City** and **Consultant** acknowledge that the obligations and duties of this Agreement are subject to the terms of any agreement between **City** and ARC concerning the Project. The term of this Agreement shall not commence prior to the execution of any such agreement between **City** and ARC and the obligations and duties under this Agreement shall be completed before the expiration of any such agreement. Any financial amounts owed or otherwise due pursuant to this Agreement shall not exceed the amount of financial funding contained in the agreement between **City** and ARC concerning the Project.

XVII. **PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM**: **Consultant** shall participate in the federal work authorization program throughout the contact period, as provided in OCGA 13-10-91. **Consultant** shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the

it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Such forms are attached hereto and incorporated herein as Exhibit A.

XVIII. **AUDITS AND INSPECTORS**:

A. At any time during normal business hours and as often as **City** may deem necessary, the **Consultant** shall make available to **City** and/or employees and representatives of **City** for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **City** and/or employees and representatives of **City** to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **City**'s right to audit and inspect **Consultant**'s records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

B. **Consultant** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **City** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

XIX. **INDEPENDENT CONTRACTOR**: **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to establish **Consultant** or any of its employees as the agent, employee, or representative of **City**, except that the Scope of Consulting Services described in Exhibit A may include having employees of **Consultant** serve as a representative of **City** during the Project.

XX. **ASSIGNMENT**: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **City** or **Consultant** without prior written consent of the other.

XXI. **INTEGRATION**: This Agreement represents the entire understanding of **City** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed

by both parties.

XXII. **JURISDICTION**: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Any dispute, claim, or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Cobb County, Georgia, which shall serve as the proper venue and jurisdiction for such matters. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

XXIII. **NOTICES**: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

City	**Consultant**
City of Kennesaw	Pond & Company
Attention: City Manager	Attention: Lilian Al Haddad
2529 J.O. Stephenson Avenue	3100 Interstate North Circle, Ste 600
Kennesaw, GA 30144	Atlanta, GA 30339

XXIV. **CAPTIONS**: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

XXV. **REFERENCES**: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVI. **INTERPRETATION**: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

XXVII. **EXHIBITS**: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

[SIGNATURES CONTINUED TO NEXT PAGE]

City:	**Consultant:**
CITY OF KENNESAW	POND & COMPANY
_____	_____
By (Typed Name)	By (Typed Name)
_____	_____
Title	Title
_____	_____
Signature	Signature
[SEAL]	[SEAL]
Attest:	Attest:
_____	_____
LEA ALVAREZ	_____
CITY CLERK	_____

LIST OF EXHIBITS

Exhibit A Scope of Work/ Pond Proposal

EXHIBIT A

SCOPE OF WORK/ POND PROPOSAL

City of Kennesaw

RFP: **LIVABLE CENTERS INITIATIVE (LCI) STUDY**

October 10, 2025

POND

REQUEST FOR PROPOSALS

LIVABLE CENTERS INITIATIVE (LCI) STUDY

Pond & Company
Lilian Al Haddad, AICP, LEED AP ND | Project Manager
3100 Interstate North Circle, Suite 600
Atlanta, Georgia 30339
P: 678.336.7740 M: 641.530.4782
F: 678.336.7744
E: Lilian.AlHaddad@pondco.com

October 10, 2025

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Transmittal **Letter**

October 10, 2025

City of Kennesaw
Office of the City Clerk
Kennesaw City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RE: RFP Livable Centers Initiative (LCI) Study

Dear Members of the Evaluation & Selection Committee,

Downtown Kennesaw is the city's heart, yet its connection and visibility from Cobb Parkway remain its greatest challenge. For too many residents, visitors, and students, the experience of entering Kennesaw begins with a corridor that does not reflect the vibrancy, identity, or potential of downtown. This study is an opportunity to change that, by transforming Cobb Parkway's gateways into assets that strengthen connectivity, invite investment, and showcase Kennesaw's character to everyone who passes through.

This project is personal to us! As Marietta residents just minutes away, we navigate these same gateways daily and share the community's urgency to see them reflect the energy and promise of Kennesaw.

Our team brings experience addressing these very challenges in communities across Atlanta and the Southeast. Through placemaking, connectivity, and design-based code strategies, we help cities bridge the gap between historic downtowns and high-traffic corridors.

For Kennesaw, we are uniting our expertise with a powerful partnership: HKS for urban design and form-based code, BAE for economic and market analysis, and Purpose Possible for inclusive engagement, placemaking, and public art strategies. Together, we bring the strategic thinking, technical depth, and regional expertise to deliver a plan that is both visionary and implementable.

3100 Interstate Circle North, Suite 600
Atlanta, GA 30339
T: 678.336.7740

We hear your priorities and are ready to address them:

- **Engage Inclusively:** We will place Kennesaw's community, including residents, businesses, and students, at the center of shaping this plan. Purpose Possible will lead this effort, bringing expertise in inclusive engagement, placemaking, and public art to amplify every voice so it is represented and celebrated.
- **Focus on Action:** We will go beyond visioning to create a roadmap that is clear, practical, and measurable. Our team will prepare a 100-day Action Plan and a 5-Year Implementation Schedule, giving the City immediate next steps as well as a framework to sustain long-term momentum.
- **Support Catalytic Change:** We will identify market-driven opportunities that spark visible, high-impact change. Leveraging BAE's economic analysis and HKS's urban design expertise, our team will prepare a development framework and a design-based code that guide redevelopment while strengthening downtown's role as the community's heart.
- **Build Momentum for Funding:** We will position Kennesaw to compete successfully for local, regional, and federal resources. Our implementation strategy will link priorities to funding pathways, equipping the City with the tools needed to move projects from plan to reality.

Pond's long-standing commitment to helping communities across the region plan for growth aligns with the City of Kennesaw's vision for a more connected, vibrant, and livable future. With our proven experience in LCI studies and implementation, we are ready to partner with the City to build on past successes, engage the community, and shape a plan that guides Kennesaw's continued transformation.

We appreciate the opportunity to share our approach and are eager to continue the conversation. For additional information, please contact **Lilian Al Haddad, Project Manager,** at **Lilian.AlHaddad@pondco.com** or **641.530.4782.**

Sincerely,

Lilian Al Haddad
Project Manager

Matthew Wilder
Principal-in-Charge

TEAM *Organization*

TEAM **ORGANIZATION**

Pond has assembled a multidisciplinary team of planners, urban designers, transportation specialists, market economists, and engagement professionals with deep experience delivering Livable Centers Initiative (LCI) studies across metro Atlanta. Our integrated expertise in corridor planning, design-based codes, transportation, and public art positions the Kennesaw LCI to directly address the City's goal of transforming Cobb Parkway into a true gateway that strengthens Downtown Kennesaw through placemaking, public art, and implementable strategies.

This is not a typical consulting team. Each partner adds a distinct strength:

- **Pond,** provides vision, leadership, and seamless coordination.
- **HKS,** ensures design excellence and code strategies.
- **BAE Urban Economics,** grounds every recommendation in market reality.
- **Purpose Possible,** elevates community voices and creative placemaking.

The result is a team uniquely positioned to deliver a plan that is visionary, feasible, and community driven.

PROJECT PARTNERS

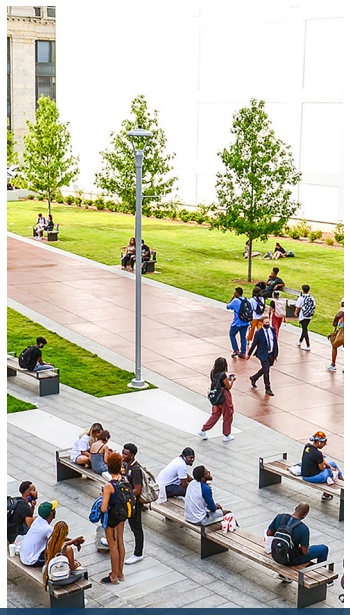
- **HKS** – *Urban Design + Design-Based Code:* HKS will make sure that Cobb Parkway doesn't just move traffic but creates places people want to enter and explore. Their expertise in urban design and form-based codes will produce design standards that transform gateways into destinations.
  - » Value Added: HKS brings national design credibility with a track record of making corridors both functional and beautiful.

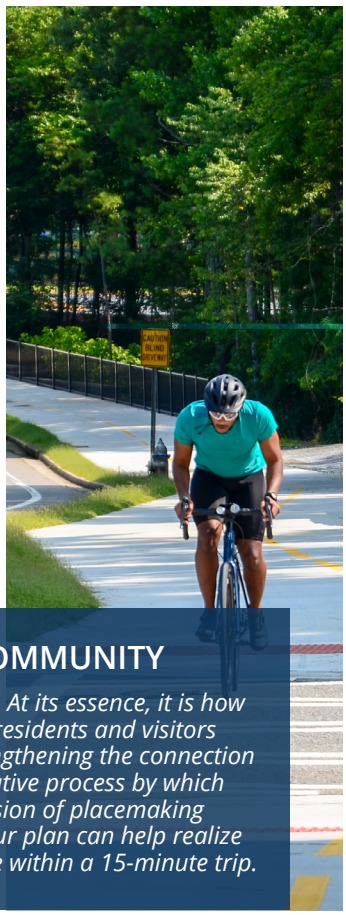
- **BAE Urban Economics** – *Market Analysis (**DBE Partner**):* BAE will ground the vision in reality by identifying viable housing, retail, and office opportunities that strengthen Downtown. Their catalytic site strategies promote financially feasible and fundable recommendations.
  - » Value Added: As a DBE-certified firm, BAE adds diversity to the team while giving Kennesaw a plan that attracts real investment and positions projects for funding.

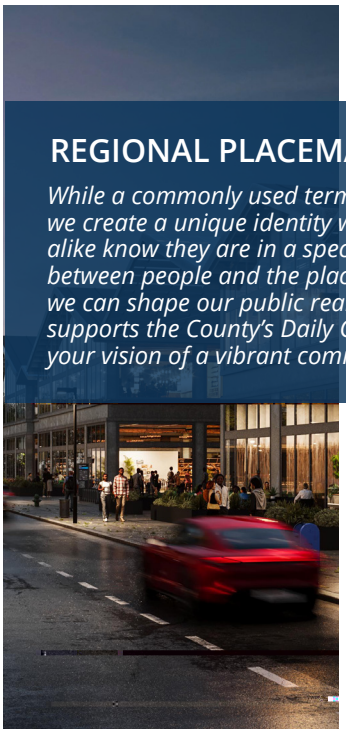
- **Purpose Possible** – *Public Engagement + Placemaking + Public Art (**DBE Partner**):* Purpose Possible makes the plan belong to the community. With a focus on inclusive engagement, branding, and art-based activations, they will verify residents, students, and business owners see their fingerprints on the final plan.
  - » Value Added: As a DBE-certified partner, Purpose Possible not only helps meet the 16.77% DBE goal but also delivers creative placemaking that makes engagement visible and memorable.

- **Pond** – *Planning, Transportation, Implementation Strategy:* Pond will synthesize every piece into an actionable roadmap. From multimodal strategies to the 100-day Action Plan and 5-Year ARC Implementation Schedule, Pond will lead implementation with discipline and clarity.
  - » Value Added: Pond has led multiple LCIs and corridor studies across metro Atlanta, bringing unmatched knowledge of ARC processes, funding pathways, and coordination with ARC, GDOT, and Cobb County.

We earn the trust that sets us apart.

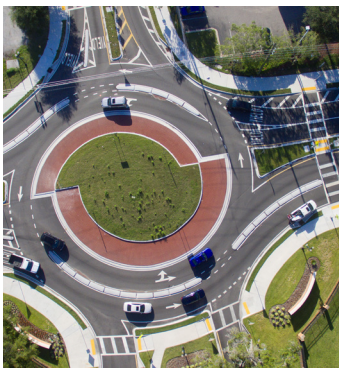






REGIONAL PLACEMAKING AND THE DAILY COMMUNITY

While a commonly used term, it is difficult to define placemaking. At its essence, it is how we create a unique identity within a specific geographic area, so residents and visitors alike know they are in a special place. Placemaking is about strengthening the connection between people and the places they share. It refers to a collaborative process by which we can shape our public realm to maximize shared value. Our vision of placemaking supports the County's Daily Community framework. We believe our plan can help realize your vision of a vibrant community where everything is accessible within a 15-minute trip.



"Pond served as the prime consultant for Blueprint 2.0, managing a complex, multi-jurisdictional planning process with skill and collaboration. Their team was ***collaborative, strategic, and resourceful*** *in guiding the effort from initial analysis through actionable strategies that are now moving toward implementation.* ***Pond's ability to translate a bold regional vision into grounded, community-focused plans and designs has been essential*** *in advancing AeroATL's mission to create a more connected and inclusive Aerotropolis for the people who live and work here."*

- Brian Dorelus, Vice President, Aerotropolis Atlanta Alliance, Inc.

PROJECT MANAGER

We recognize that effective project management is key to the success of this project. With multiple stakeholders, various objectives, a diverse community, and regulatory requirements to navigate, project management will serve as the guiding force for cohesion, efficiency, and accountability throughout this project duration.

Experience: 17+ years of professional practice in urban planning, urban design, and architecture.

Qualifications: AICP certified, LEED AP ND credentialed, proven record leading multiple ARC-funded LCI projects and major corridor studies.

Lilian Al Haddad, AICP, LEED AP ND

Project Manager & Primary Point of Contact

I am Lilian Al Haddad, AICP, LEED AP ND, and I will serve as Project Manager and your primary point of contact. As a certified planner and urban designer with over 17 years of experience, including leadership of multiple LCI studies across the Atlanta region, I understand both ARC's requirements and the unique opportunity this project represents. I also live nearby and regularly navigate these same gateways, so I know firsthand the disconnect between Cobb Parkway and the vibrancy of Downtown Kennesaw. My passion, and my career, has been about bridging those gaps, helping communities transform high-traffic corridors into memorable places that people want to experience, not just pass through.

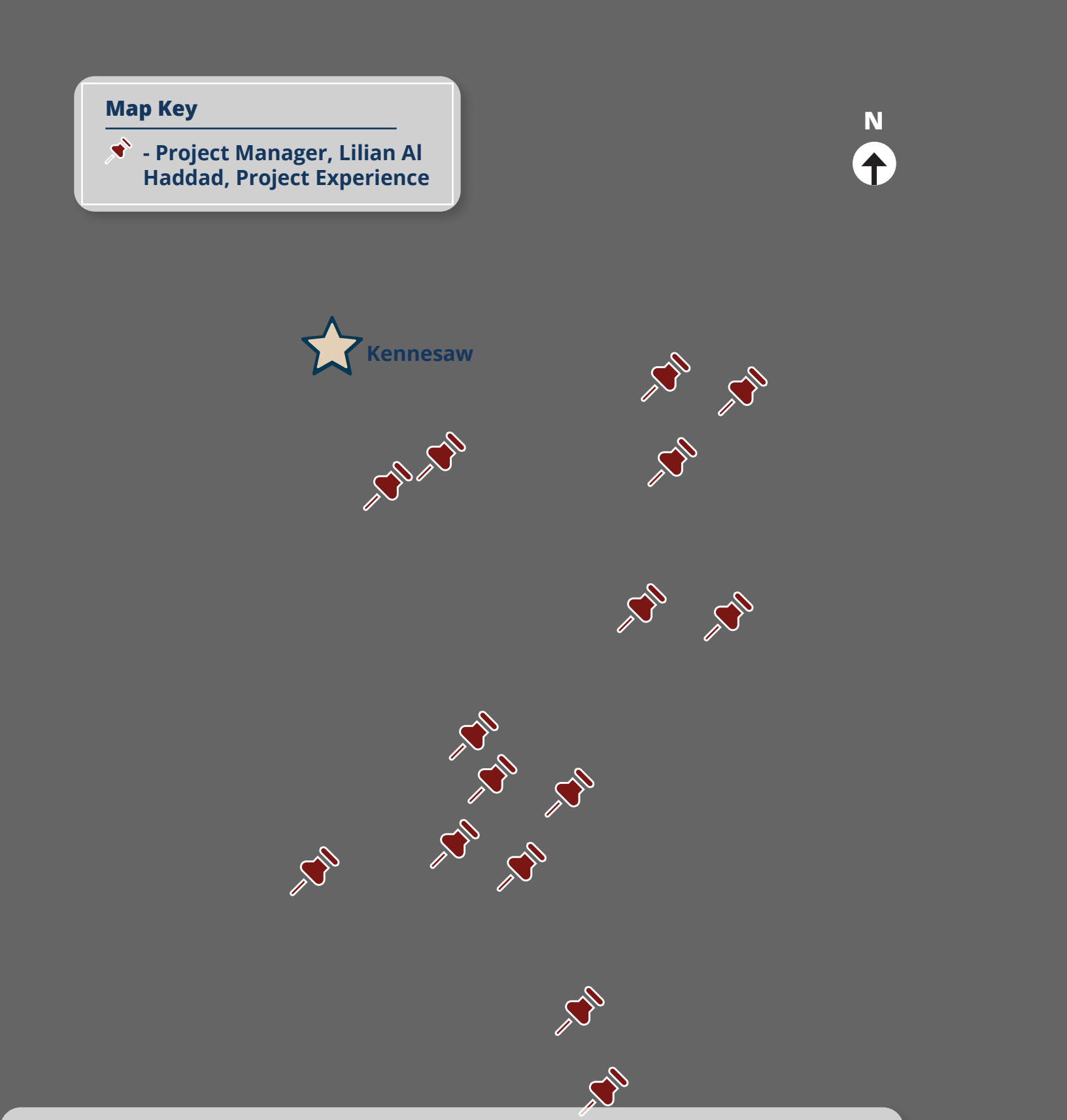
That perspective drives how I lead projects. I believe the community's voice should shape every recommendation, and that placemaking, branding, and public art are not extras, they are the tools that make plans real and lasting. With HKS, BAE, and Purpose Possible as part of our team, I will guide this plan to reflect Kennesaw's identity, build consensus across partners, and deliver action steps that move seamlessly from vision to reality.

Relevant Projects: Tara Boulevard LCI, Aerotropolis Atlanta Blueprint 2.0, Cumberland CID Placemaking Strategy LCI, Stone Mountain Trail District Master Plan CDAP, Presidential Parkway and Embry Hills Placemaking Strategy, Stone Mountain LCI.

Responsibilities:

- Serve as day-to-day lead and main contact for the City
- Provide overall project visioning and leadership to keep the study ambitious yet implementable
- Act as a client advocate, securing City priorities and community values drive every recommendation
- Oversee team coordination and schedule management
- Ensure the plan reflects community priorities and meets ARC deliverable standards

Lilian will be supported by **Matt Wilder, PLA, ASLA,** who will serve as Principal-in-Charge. With over 25 years of experience guiding communities across Georgia, Matt brings senior-level oversight and a proven record of helping cities translate corridor and LCI studies into built projects. He will verify the study stays aligned with City goals, provide strategic guidance at key milestones, and support stakeholder and Council presentations. **Janide Sidifall** will serve as Project Director and QA/QC, bringing more than two decades of public-sector planning leadership, including as Deputy Planning Director for the City of Atlanta. Janide has overseen comprehensive planning, corridor studies, and community-driven development strategies, and she will provide quality assurance, client advocacy, and consistency with ARC standards.



Pond is the Right Partner for Kennesaw

"This project is personal to me. I live nearby, my husband works at Wellstar Kennesaw, and I dream every day about the potential of these gateways. Now I am excited about the opportunity to help write the success story!"

- Lilian Al Haddad, Project Manager

CAPACITY TO DELIVER

The team's collective man-hours are structured to facilitate timely completion by October 2027. Each partner brings targeted expertise while Pond provides overall leadership and quality control, making certain every RFP task is staffed appropriately to meet schedule and budget.

Below is an organizational chart outlining our team members and their respective areas of expertise. *On page 33 we have included a table that outlines the tasks for which each team member will be responsible along with man-hours*.

ORGANIZATIONAL **CHART**

Teaming partners

HKS bae Purpose Possible

LILIAN AL HADDAD AICP, LEED AP ND

PROJECT MANAGER

Master of Planning and Urban Design, American Institute of Beirut, Lebanon

Bachelor of Architecture, American Institute of Beirut, Lebanon

AICP Certified Planner #36787

LEED AP ND #10799458

Areas of Expertise

- Project management and multidisciplinary team coordination
- Stakeholder engagement and consensus building
- Placemaking and community identity strategies
- Development planning and zoning recommendations
- Sustainable urbanism and smart city strategies
- Implementation planning
- Market-informed urban design

Lilian a certified planner and urban designer with over 17 years of experience in Urban Planning, Urban Design, and Architecture, including leadership of multiple LCI studies across the Atlanta region.

She is a LEED AP in Neighborhood Development with a strong research background in sustainable planning and smart cities. Lilian brings extensive leadership experience in master planning, placemaking, client liaison, and stakeholder management, and has delivered projects ranging from new community design to mixed-use development and placemarking strategies.

Experience on similar projects

Stone Mountain Trail Master Plan CDAP, DeKalb County, GA, *Project Manager*

Stone Mountain LCI Connecting Parks, PATHs and Public Spaces, GA, *Project Manager*

Cumberland CID Creative Placemaking Study LCI, GA, *Project Manager*

Tara Boulevard LCI, GA, *Project Manager*

Buford Highway Implementation Study, Norcross, GA, *Planner*

Presidential Parkway and Embry Hills Small Area Plan, DeKalb County, GA, *Project Manager*

Aerotropolis Atlanta Blueprint 2.0, GA, *Project Manager*

Town of Dayton Downtown Master Plan, GA, *Project Manager*

Effingham County Visioning and Concept Design, GA, *Urban Planner*

City Hall Facade and Site Improvements, City of Peachtree Corners, GA, *Project Manager*

City of Winder Comprehensive Plan and Zoning Plan, GA, *Planner*

ECCOG Housing Assessment Strategy, CO, *Project Manager and Housing Expert*

Stone Mountain Trail Master Plan

MATTHEW WILDER PLA, ASLA

PRINCIPAL-IN-CHARGE

MS, Landscape Architecture, University of Georgia

BS, Botany, Miami University

PLA GA #001386

Areas of Expertise

- Principal leadership and project oversight
- Comprehensive and master planning
- Parks, trails, and greenway design
- Transportation and multimodal planning support
- Community engagement and consensus building
- Public facility and civic infrastructure planning
- Interdisciplinary team management

Matthew is a Landscape Architect and the Local Government Service Program Director at Pond, with more than 25 years of experience leading community-focused planning and design projects across the Southeast. He directs a multidisciplinary team of architects, engineers, planners, and landscape architects to deliver impactful, collaborative solutions for cities, counties, and community improvement districts.

As Principal-in-Charge for the Kennesaw LCI study, Matthew provides strategic leadership and oversight, ensuring the project is community-driven, regulatory-compliant, and implementable. His leadership emphasizes inclusive engagement, alignment with local and regional planning priorities, and delivery of high-quality public realm improvements that balance growth with preservation.

Experience on similar projects

Tara Boulevard Livable Centers Initiative, Clayton County, GA, *Principal-in-Charge*

Town Center Vision and Plan, Johns Creek, GA, *Principal-in-Charge*

City of Guyton Comprehensive Plan, *Principal-in-Charge*

City of Lawrenceville Comprehensive Plan and Comprehensive Transportation Plan Update, GA, *Principal-in-Charge*

Cherokee County Comprehensive Plan Update, GA, *Principal-in-Charge*

Forsyth County Comprehensive Plan, Forsyth County, GA, *Principal-in-Charge*

Port Wentworth Comprehensive Plan, GA, *Principal-in-Charge*

Town of Dayton Downtown Master Plan, GA, *Principal-in-Charge*

City of Winder Comprehensive Plan and Zoning Plan, *Principal-in-Charge*

Effingham County Visioning and Concept Design, *Principal-in-Charge*

DeKalb County Master Plan for Arabia Mountain, Stonecrest, GA, *Project Manager*

Aerotropolis Atlanta Blueprint 2.0, GA, *Principal-in-Charge*

Edge City, Master Plan, Dunwoody, GA, *Principal-in-Charge*

Atlanta BeltLine Subarea Master Plans, GA, *Principal-in-Charge*

Henry County Comprehensive Transportation Plan (CTP), GA,*Principal-in-Charge*

Tara Boulevard LCI

JANIDE SIDIFALL

PROJECT DIRECTOR - QA/QC

BA, Translation (Honors), University of Ottawa

Areas of Expertise

- Project leadership and strategic oversight
- Quality assurance and quality control of technical deliverables
- Transportation and urban planning
- Comprehensive and Master Planning
- Zoning, policy development, and regulatory updates
- Large-scale budget and team management
- Consensus building through collaborative planning processes

Janide is a strategic urban planning professional with more than 30 years of experience in transportation planning, urban planning, and policy development across the U.S. and Canada. She has managed multimillion-dollar budgets, led teams of more than 350 staff, and delivered transformative initiatives including the 2018 Atlanta Comprehensive Transportation Plan, Atlanta's Comprehensive Development Plan, and several smaller scale planning and placemaking efforts such as the Peachtree Shared Street Demonstration Project, the Lindbergh-Armour Master Plan, and the creation of Atlanta's first placemaking program currently known as "Love Our Places".

As Project Director and QA/QC lead for the Kennesaw LCI study, Janide provides high-level strategic oversight, ensures that deliverables meet the standards of the City of Kennesaw, ARC, and GDOT, and reviews technical work for accuracy and compliance. She is recognized for her ability to guide complex and participatory planning processes that balance technical rigor with collaboration, resulting in sustainable, implementable, and community-supported solutions.

Experience on similar projects

DeKalb County Comprehensive Transportation Plan (CTP), GA, *Deputy Project Manager & Transportation Planner**

Clayton County Comprehensive Transportation Plan (CTP), GA, *Project Manager**

Newton County Comprehensive Transportation Plan (CTP), GA, *Transportation Planner & Public Involvement Specialist**

City of Griffin Comprehensive Transportation Plan (CTP), GA, *Planner & Public Engagement**

Buford Highway, Tara Boulevard, and SR 6 Corridor Studies, GA, *Transportation Planner & Public Involvement Specialist**

MARTA General Planning Services Contract, GA, *Project Manager & Transportation Planner**

Atlanta BeltLine Tier 1 Environmental Study, GA, *Agency Coordination & Public Engagement**

ARC Atlanta Suburban County Corridor Study, GA, *Planner**

ARC 2030 Regional Transportation Plan Update, GA, *Planner & Public Engagement**

Georgia Statewide Transportation Plan (GDOT), GA, *Project Manager**

Upper Westside CID (UWCID) Collier Road Corridor Study, GA, *Planner**

****Completed before joining Pond***

LAUREN PATTERSON PLA, ASLA

URBAN PLANNING

MS, Landscape Architecture, Kansas State University

Professional Landscape Architecture (PLA) NC #2417

Areas of Expertise

- Urban and regional planning strategies
- Corridor and multimodal planning
- Public engagement and consensus building
- Placemaking and public realm design
- Sustainable development and smart planning initiatives
- Context-sensitive solutions for transportation and development
- Implementation planning and master plan execution

Lauren is a Planner and Landscape Architect with over 11 years of professional experience leading projects that range from large-scale regional planning initiatives to detailed community design. She is dedicated to enhancing transportation, development, and public spaces through thoughtful, context-sensitive planning and design. With a strong background in outreach and advocacy for sustainable development, Lauren excels at creating connected communities.

With a passion for creating sustainable and vibrant communities, Lauren brings an engaged approach to each project. Her commitment to advancing the understanding of both natural and built environments drives her work and inspires her continued growth in the field.

Experience on similar projects

Cumberland CID Creative Placemaking Study LCI, GA, *Urban Designer*

Stone Mountain Trail Master Plan CDAP, DeKalb County, GA, *Urban Designer*

Stone Mountain LCI Connecting Parks, PATHs, and Public Spaces, GA, *Urban Planner*

Presidential Parkway and Embry Hills Small Area Plan, DeKalb County, GA, *Urban Designer*

Port Wentworth Comprehensive Plan, GA, *Project Manager*

Athens-Clarke County Parks and Recreation Comprehensive Master Plan, GA, *Urban Planner*

Effingham County Visioning and Concept Design, GA, *Project Manager*

Kernersville Park System Master Plan, NC, *Planner*

City of Fairburn Landscape Architecture On-Call Services, GA, *Urban Planner*

Town of Dayton Downtown Master Plan, GA, *Urban Planner*

Stone Mountain Trail Master Plan

ALMA BASAVE

PUBLIC ENGAGEMENT

Bachelor of Landscape Architecture, University of Georgia

Areas of Expertise

- Landscape and park master planning
- Hardscape and landscape detailing
- Public space and placemaking strategies
- Publice engagement and spanish translation

Alma is a Landscape Designer with experience supporting municipal and community planning projects, ranging from conceptual park master plans to detailed construction documents. She contributes to the development of community parks, recreational facilities, and public spaces through thoughtful design, detailed documentation, and creative placemaking strategies. Alma's expertise in both hardscape and landscape detailing brings valuable technical skills to planning and design projects.

As a bilingual professional, Alma strengthens public engagement processes by helping ensure inclusive communication with diverse communities, expanding participation and building trust across stakeholder groups. Alma blends technical precision, design creativity, and cultural awareness.

KARINGTON ALLEN

PUBLIC ENGAGEMENT

BS, Sociology and Criminal Justice Alabama State University

MA, Urban Planning, Auburn University

Areas of Expertise

- Community outreach and facilitation
- Communication and visual storytelling

Karington Allen is a forward-thinking Urban Planner dedicated to creating sustainable, inclusive, and vibrant urban environments. She brings strong communication, writing, and research skills to every project, pairing creativity with a deep understanding of how thoughtful design and engagement shape better communities.

In her role as Public Engagement Specialist for the Kennesaw LCI Study, Karington supports community outreach, meeting facilitation, and engagement design. She is passionate about connecting people to the planning process through clear communication and innovative engagement strategies that foster collaboration and build trust.

TARYN JANELLE

PUBLIC ENGAGEMENT

Master of Business Administration, Everest University, Tampa, FL

Bachelor of Fine Arts in Musical Theatre, Shorter College, Rome, GA

Areas of Expertise

- Community engagement and cultural planning
- Strategic communication and storytelling

Taryn is a multidisciplinary creative who works in the intersections of art, education, and business. Her 20+ year career as an artist, educator, and administrator has allowed her to teach, perform, direct, write, and choreograph across the country.

For Purpose Possible, Taryn uses her decades of storytelling experience to help clients clearly communicate their mission, vision, and values through strategic planning. Taryn is a fierce advocate for equity and inclusion in community, corporate, and creative spaces, a passion highlighted in a variety of ways, including cultural planning and placemaking projects throughout Metro Atlanta. Taryn leverages her theatre background in crafting community engagement strategies that inform planning initiatives.

ELIZABETH LOW

PUBLIC ENGAGEMENT

BA, Communication, The University of Arizona

Areas of Expertise

- Stakeholder and community engagement
- Strategic planning and organizational development
- Public-private collaboration

Elizabeth is a consultant and executive with deep knowledge of nonprofits, civic organizations, and public/private partnerships. With a deft hand, she works on organizational strategy for civic organizations, municipalities, and nonprofits.

Her work is intentionally intersectional, bringing together program leadership, stakeholder and community engagement, and effective communication within the nonprofit, business, civic and cultural sectors to create more vibrant, accessible, and equitable communities.

AUDREY GÁMEZ

PUBLIC ENGAGEMENT

Master of Music in Voice Performance, Louisiana State University

Bachelor of Music in Voice Performance, University of North Texas

Areas of Expertise

- Community engagement and research initiatives
- Specialization in spanish and language translation
- Public Speaking

Audrey Gámez brings more than 10 years of experience in program management and nonprofit administration to her role with Purpose Possible Over the last several years, she has brought this experience to a variety of community engagement initiatives and research projects impacting the public sector.

Audrey has also designed and delivered many educational programs for cohort groups. She is a sought-after speaker on advocacy and community-engaged artmaking and has presented nationally at several conferences and festivals including the Association of Performing Arts Service Organization Conference, Artists Thrive Conference, ELEVATE, and others. Audrey loves to watch Battlebots and sings in several bands, including a Charlie Brown Christmas cover band.

MS, City & Regional Planning, Georgia Institute of Technology

BA, Art: Architecture + Urbanism, Smith College

AICP Certified Planner #410466

Areas of Expertise

- Multimodal and active transportation planning
- Corridor and downtown master planning
- Walking and biking plans and trail feasibility studies
- Parking, wayfinding, and mobility strategies
- Public engagement and consensus building
- Context-sensitive planning and design guidelines
- Implementation-focused transportation solutions

KAT ONORE AICP

MOBILITY AND TRANSPORTATION PLANNING

Kat is a Planner with more than 11 years of experience leading multimodal transportation planning efforts across diverse community contexts, from small rural towns to complex urban centers. She has directed transportation, corridor, and downtown master plans as well as walking and biking plans, trail feasibility studies, and wayfinding and parking strategies. Kat is skilled in developing graphically rich plans with maps, diagrams, and renderings that make complex concepts clear and accessible to a wide audience.

As Transportation and Mobility Lead for the Kennesaw LCI study, Kat brings expertise in designing safe, accessible, and people-first networks that enhance connectivity and multimodal access. Her work focuses on context-sensitive solutions and implementation strategies that integrate transportation improvements with placemaking, public engagement, and long-term community goals.

Experience on similar projects

Stone Mountain LCI Connecting Parks, PATHs, and Public Spaces, GA, *Transportation Planner*

Presidential Parkway and Embry Hills Small Area Plan, DeKalb County, GA, *Transportation Planner*

City of Hampton Neighborhood Plan LCI, GA, *Transportation Planner*

City Springs Master Plan Updates, Sandy Springs, GA, *Transportation Planner*

Tara Boulevard Livable Centers Initiative, Clayton County, GA, *Transportation Planner*

City of Winder Comprehensive Plan and Zoning Plan, GA, *Project Manager*

Collier Road Multimodal Corridor Study, Atlanta, GA, *Project Manager*

Athens-Clarke County Lexington Bike and Pedestrian Improvements, GA, *Transportation Planner*

Dougherty Area Regional Transportation Study (DARTS) Bicycle and Pedestrian Update, GA, *Technical Lead*

Cherokee County SS4A Action Plan, *Project Manager*

Aerotropolis Atlanta Blueprint 2.0, GA, *Transportation Planner*

Port Wentworth Comprehensive Plan, GA, *Transportation Planner*

Tara Boulevard LCI

MITCHELL LLOYD AICP, PMP

MOBILITY AND TRANSPORTATION PLANNING

MA, Urban and Regional Planning, Jackson State University

AICP Certified Planner #31675

PMP #7879118

Areas of Expertise

- Stakeholder engagement and public involvement
- Equity-centered planning and outreach design

Mitchell is an AICP- and PMP-certified planning professional with 13 years of experience leading stakeholder engagement, public involvement, and community-centered planning initiatives. He has managed engagement processes for local and regional governments, transit agencies, and MPOs, with a strong focus on historically underserved and transportation-disadvantaged communities.

Mitchell brings a deep understanding of how to align technical planning processes with meaningful public input and interagency coordination. His work spans mobility planning, corridor and trail studies, transit equity initiatives, and multimodal master plans. He develops inclusive outreach strategies that build consensus, strengthen community trust.

JAMES MCNABB PE, SE

CLIENT LIAISON

BS, Civil Engineering, The Citadel

Professional Engineer (PE) GA #030427

Professional Structural Engineer (SE) GA #000487

Areas of Expertise

- Client liaison and interagency coordination
- Project management and delivery oversight

James is a Senior Vice President and Senior Engineering Manager with more than 23 years of experience managing transportation-related projects across the Southeast and beyond. His career includes leadership on over 100 bridge and infrastructure projects for GDOT, metro Atlanta municipalities, and national clients. James' proactive management style and strong communication skills have made him highly effective in identifying and addressing critical project issues early, ensuring timely delivery on schedule and within budget.

As Client Liaison for the Kennesaw LCI study, James brings extensive experience coordinating with public agencies, municipalities, and contractors to keep projects aligned with client goals. His leadership background with GDOT, ARC-related projects, and local governments ensures strong communication, accountability, and responsiveness throughout the project.

SHEBA ROSS

URBAN DESIGN AND FORM BASED CODE

HKS

Master of Arts, Economics, California State University, Sacramento

Bachelor of Arts, Economics, Georgia State University

Areas of Expertise

- Market analysis and feasibility testing
- Economic development and impact analysis

Sheba, a Partner at HKS, leads the firm's Cities and Communities practice, focused on growing, connecting, and revitalizing urban areas with purpose. With a career dedicated to architecture and urban design, she creates culturally defined and environmentally driven projects, committing to buildings and the spaces between them. Over the past two decades, Sheba's focus has been master planning the built environment by leveraging the design of the story and the details.

Sheba is an Advisory Board member in ULI Atlanta and has chaired pivotal leadership programs. She recently served on the Mayors Institute on City Design's National Taskforce, advising seven mayors. She champions public participation, linking wellbeing with urban revitalization. Sheba was recognized by the ULI Atlanta WLI ChangeMakers program as one of the most influential women in real estate in Atlanta.

ALEX BRISENO

URBAN DESIGN AND FORM BASED CODE

HKS

Master of City and Regional Planning, Georgia Institute of Technology

Bachelor of Science, Civil Engineering, Saint Louis University

Areas of Expertise

- Market analysis and feasibility testing
- Land use economics and fiscal impact analysis

Alex is Principal and Studio Design Leader in HKS Atlanta's mixed-use studio. For more than 25 years he has specialized in master planning, multi-family, commercial, hospitality, healthcare, retail and educational design of more than 47 million sf of award-winning communities in North America, Asia and the Middle East. A majority of his career was spent in New York for global design firms Arquitectonica, IBI Group and Perkins Eastman.

He is involved in HKS design research, community and professional outreach and architectural education. He has taught design and theory courses in New York and Michigan and was co-founder of an architectural design journal start up in New York.

Master of Arts, Economics, California State University, Sacramento

Bachelor of Arts, Economics, Georgia State University

Areas of Expertise

- Market analysis and feasibility testing
- Economic development and impact analysis

SHERRY OKUN-RUDNAK

MARKET ANALYSIS & LAND USE ECONOMICS

bae

Sherry specializes in real estate development advisory services, housing studies, market analyses, feasibility testing, and economic impact assessments. She is currently directing BAE's housing market and anti-displacement strategies along the Stone Mountain PATH Trail, including market analysis, needs assessment, and projections to inform policymakers. Sherry is also assisting Fulton County, GA with redevelopment efforts along the Fulton Industrial Boulevard corridor, preparing market studies, pro forma analyses, and developer solicitations to guide disposition of six blighted sites.

She has also led BAE's contributions to multiple Livable Centers Initiative (LCI) studies, focusing on market feasibility, housing strategies, demand projections, catalytic site testing, and implementation support. In addition to her consulting work, Sherry has lectured on real estate market analysis for the ULI Real Estate School and taught courses in pro forma analysis and the intersection of real estate and planning at the University of Southern California's Sol Price School of Policy Studies.

Master of City and Regional Planning, Georgia Institute of Technology
Bachelor of Science, Civil Engineering, Saint Louis University

Areas of Expertise

- Market analysis and feasibility testing
- Land use economics and fiscal impact analysis

LAUREN BEDUHN

MARKET ANALYSIS, LAND USE ECONOMICS

bae

Lauren is an Associate in BAE's Atlanta office with expertise in market analysis, fiscal analysis, pro forma development, and housing assessments. She applies skills in project management, GIS, and economic research to support community planning and development initiatives.

Lauren's work includes evaluating housing needs, gentrification risk, and long-term demand projections for communities along the Stone Mountain PATH trail, as well as crafting anti-displacement strategies. Her background also includes project management in solar real estate development, economic development planning research, and experience navigating public funding sources and grants to support community growth.

CONSULTANT

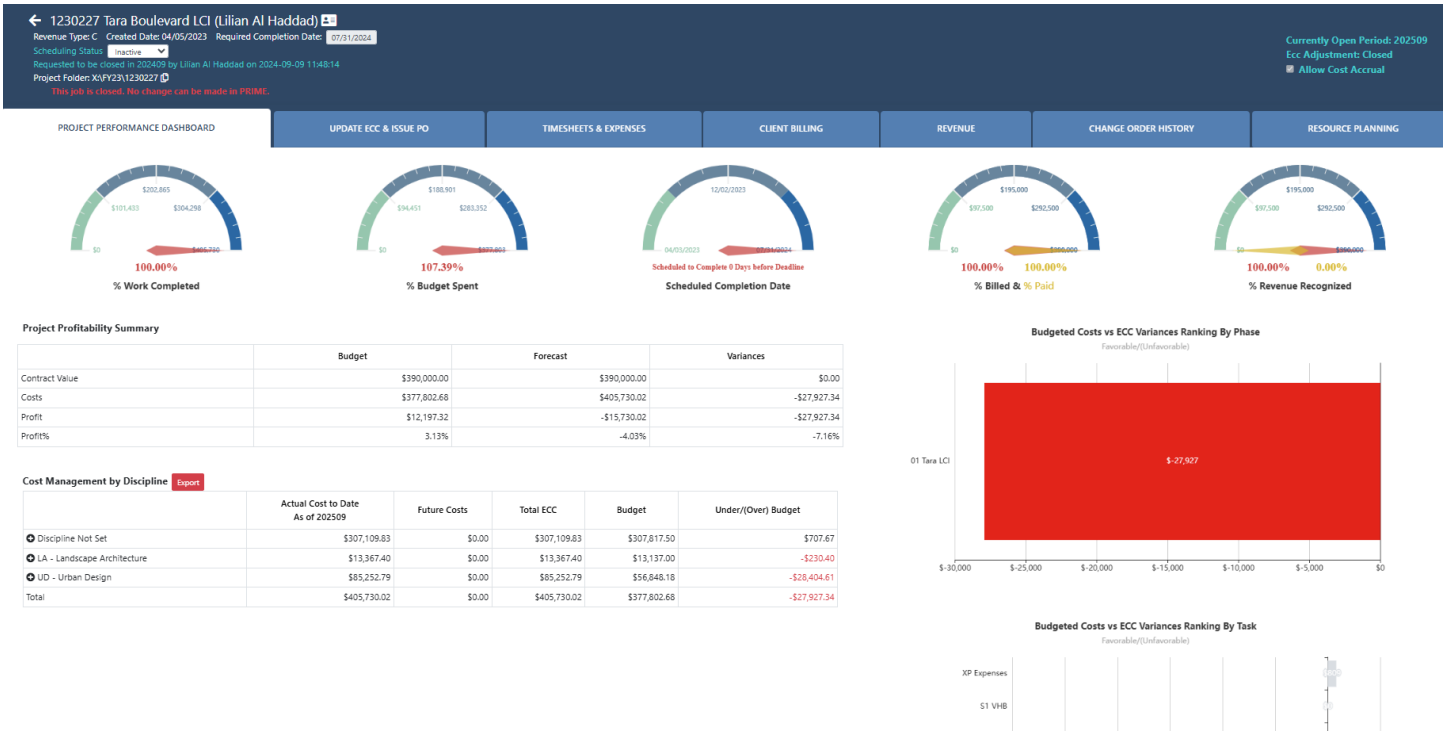
Capability

CONSULTANT **CAPABILITY**

We understand that for this project, success will depend on a strong foundation of organization, transparency, and collaboration. Pond, in partnership with HKS, BAE, and Purpose Possible, is committed to delivering a well-managed, community-centered planning process for the City of Kennesaw.

- **Vision anchored in reality.** We will define a clear scope and goals that align stakeholders around a shared vision, backed by market data from BAE, design strategies from HKS, and inclusive engagement from Purpose Possible, to ensure bold ideas are also achievable.
- **A roadmap with momentum.** Our detailed schedule includes milestones that not only track progress but create visible wins so energy builds toward the final project completion.
- **Agile decision-making.** We know that the only constant is change. We will equip the City with tools to test scenarios, weigh trade-offs, and pivot quickly when challenges arise, ensuring the study remains adaptive and forward-looking.
- **The right expertise at the right moment.** Roles are clearly defined so each partner leads where they add the most value.
- **Smart use of resources.** We will apply budget discipline without dampening creativity, leveraging innovative engagement formats, digital tools, and placemaking activations that maximize impact while respecting funding limits.

Pond consistently delivers projects on time and within budget through disciplined project management, transparent communication, and the use of our proprietary management platform, PRIME (Project Resource and Information Management Environment). PRIME enables real-time tracking of labor hours, budgets, milestones, and deliverables across all subconsultants, ensuring proactive oversight and early issue resolution. The system allows our project managers to monitor task progress daily, align invoicing with actual performance, and maintain clear documentation for client review. For the Kennesaw LCI, we will provide the City and ARC with transparent progress reporting and budget status updates throughout the project's duration. This structured, data-driven approach, combined with Pond's proven record on ARC-funded projects such as the Tara Boulevard LCI, Cumberland CID Placemaking Strategy, and Stone Mountain Trail Master Plan, ensures that the team maximizes value, maintains efficiency, and achieves all project goals within the established $200,000 budget.



- **Open communication at every level.**
  - *Internally,* we will maintain clear coordination across all firms to avoid duplication and maintain seamless integration of tasks.
  - With the *Project Management Team (PMT)*, we will provide regular updates, transparent decision-making, and early identification of risks or needs.
  - With *stakeholders*, we will keep partners like the Project Advisory Group (PAG), ARC, GDOT, Cobb County, and KSU informed and aligned through timely touchpoints and collaborative problem-solving.
  - *With the public*, we will create feedback loops that make input visible, through branding, storytelling, and creative placemaking, so residents see their ideas reflected in real time.

Our proposed approach is **structured yet flexible, innovative yet grounded**. It positions the team to deliver a plan that is not only visionary and feasible, but one that redefines Cobb Parkway as Kennesaw's front door, a gateway experience that celebrates community identity and strengthens Downtown.

The next five (5) pages showcase our relevant previous experience demonstrating our ability to perform the work on schedule and within budget:

TARA BOULEVARD LIVABLE COMMUNITIES INITIATIVE

Clayton County, GA |2023 - 2024

Pond partnered with Clayton County, the Cities of Jonesboro and Lovejoy, ARC, and the Aerotropolis Alliance to develop a unified vision for an 11-mile section of Tara Boulevard. The plan established a comprehensive revitalization and transit-ready strategy for one of the region's most heavily traveled suburban corridors by leveraging major regional assets, including the planned MARTA Bus Rapid Transit (BRT) line, the Flint River, and Downtown Jonesboro.

The study created a cohesive framework that connects housing, mobility, and economic development goals across three catalytic nodes—Tara Gateway, Jonesboro, and Lovejoy. Each node builds on its existing character while advancing corridor-wide goals for equitable growth, transit-oriented development (TOD), and public space activation.

At the Jonesboro Node, the plan focused on bridging the gap between Tara Boulevard and Downtown Jonesboro, transforming the highway corridor into a walkable mixed-use district connected through new east–west streets, shared-use paths, and BRT station access. The design reestablishes the city's historic downtown as the civic and cultural heart of the corridor while introducing catalytic redevelopment opportunities along Tara Boulevard that complement—not compete with—the city center.

Key elements of the planning process included:

- Extensive stakeholder and community engagement through in-person and digital formats with underrepresented communities.
- Detailed market analysis and land use strategy to align catalytic redevelopment with corridor demand and ownership patterns.
- Multimodal and placemaking strategies emphasizing safety, connectivity, and public space activation at key nodes.
- Transit-oriented development (TOD) framework centered on proposed BRT stations to drive mixed-use, transit-supportive growth.

2025 GA ASLA Merit Award Winner for Analysis and Planning

The Pond Team Difference

Pond brings proven expertise in corridor transformation and downtown revitalization that balance mobility, market feasibility, and placemaking. Our multidisciplinary team integrates TOD and economic development strategies into design-based solutions that are realistic, implementable, and community-driven.

By building strong partnerships with regional agencies and local governments, we help communities create consensus-driven plans that unify corridor and downtown investment strategies.

Relevant Characteristics:

- Managed a multi-jurisdictional project management team including Clayton County, Jonesboro, Lovejoy, ARC, and the Aerotropolis Alliance.
- Developed node-specific catalytic plans to guide TOD and public realm improvements.
- Designed a Jonesboro Node strategy linking Tara Boulevard to Downtown Jonesboro through street and trail connectivity, BRT integration, and placemaking.
- Delivered a corridor-wide revitalization framework balancing economic development, transportation, and community identity.and multimodal connectivity.

CUMBERLAND CID CREATIVE PLACEMARKING STUDY

Atlanta, GA | 2024 - 2025

As part of Pond's on-call design contract with Cobb County DOT, the Cumberland CID selected Pond to provide design and professional services for the Cumberland Bridgescape project. Improvements include replacing the existing chain-link fencing with a customized ornamental fence featuring a stream-pattern design and the installation of three large fabricated aluminum arches with integrated decorative LED lighting. These enhancements create a landmark gateway that strengthens the district's identity and provides a welcoming aesthetic for motorists and pedestrians.

In parallel, Pond is leading the Cumberland CID Placemaking Study, a transformative effort to redefine the district's public spaces by weaving together placemaking, public art, pedestrian safety, and community engagement. The study activates underutilized spaces, prioritizes walkability and multimodal connectivity, and builds partnerships with arts organizations and community stakeholders. Purpose possible teamed with Pond to lead strategic community engagement, and outreach efforts, ensuring the plan reflects the voices of district stakeholders and to create a distinctive cultural and urban identity for the CID.

Key elements of the planning process included:

- Concept-to-construction delivery of corridor and bridge gateway enhancements, including design, right-of-way coordination, and construction administration.
- Placemaking and public art strategies integrated into district identity and community spaces.
- Pedestrian safety and multimodal connectivity improvements that encourage walking, biking, and transit.
- Collaborative stakeholder partnerships with public agencies, private entities, and local arts organizations to build consensus and foster community resonance.

The Pond Team Difference

Pond's work with the Cumberland CID demonstrates our ability to blend infrastructure, design, and placemaking into projects that enhance both functionality and community identity. From bridgescape design to district-wide placemaking strategies, our team integrates technical expertise with creative placemaking to deliver projects that are implementable, community-driven, and aligned with broader regional goals.

Relevant Characteristics:

- Delivered bridgescape enhancements that combine structural engineering with aesthetic placemaking
- Incorporated public art and lighting design as central elements of corridor identity.
- Advanced walkability and multimodal safety improvements to connect key destinations in the district.
- Facilitated cross-sector collaboration between CID leadership, Cobb County DOT, GDOT, and community arts partners.
- Provided turnkey services from concept through construction administration.

STONE MOUNTAIN TRAIL MASTER PLAN

DeKalb County, Stone Mountain, GA | 2024 - Ongoing

The Stone Mountain Trail Master Plan, developed through DeKalb County's Community Development Assistance Program (CDAP), **was led by Pond in partnership with Purpose Possible.** The plan delivers a district-wide vision for connectivity, housing stability, and inclusive public space activation along the Stone Mountain Trail corridor. The plan builds upon the region's PATH network and integrates transportation, housing, and placemaking strategies to form a unified framework for sustainable growth.

A key focus of the plan was the Clarkston Node, where the trail physically and symbolically reconnects neighborhoods to Downtown Clarkston, one of the region's most diverse and culturally rich centers. Building on the city's Town Center Plan, this node strategy focused on linking the trail to Market Street and downtown destinations through safer crossings, public art, and small-scale mixed-use redevelopment. The design strengthens Clarkston's identity as a walkable, inclusive community and establishes the trail as an economic and social connector.

Key elements of the planning process included:

- Mobility and Safety Enhancements: Strengthened multimodal access across Church Street and East Ponce de Leon Avenue, including new crossings, wayfinding, and pedestrian refuge islands.
- Downtown Connectivity: Extended the Stone Mountain Trail into Downtown Clarkston with new gateways, pocket parks, and trail spurs that connect directly to the Market Street corridor and the PATH system.
- Placemaking and Cultural Expression: Introduced community-driven art, signage, and façade improvements to celebrate local identity and improve the pedestrian experience.
- Housing and Anti-Displacement Strategies: Advanced zoning and policy recommendations to preserve affordability and expand attainable housing near trail access points.
- Community-Led Engagement: Conducted pop-up events, surveys, and workshops in Clarkston and surrounding communities to shape inclusive design and policy outcomes.

The Pond Team Difference

Pond's work with the Cumberland CID demonstrates our ability to blend infrastructure, design, and placemaking into projects that enhance both functionality and community identity. From bridgescape design to district-wide placemaking strategies, our team integrates technical expertise with creative placemaking to deliver projects that are implementable, community-driven, and aligned with broader regional goals.

Relevant Characteristics:

- Led a multi-nodal planning framework integrating mobility, land use, and placemaking for Clarkston, Scottdale, and Stone Mountain.
- Connected Downtown Clarkston to the Stone Mountain Trail through safe crossings, branded gateways, and wayfinding.
- Developed zoning and housing strategies to preserve affordability and manage redevelopment pressure.
- Facilitated an inclusive engagement process reaching more than 500 participants through workshops and on-the-ground events.
- Delivered an actionable five-year implementation roadmap aligning transportation, housing, and public realm improvements.

STONE MOUNTAIN LCI CONNECTING PARKS, PATHS, AND PUBLIC SPACES

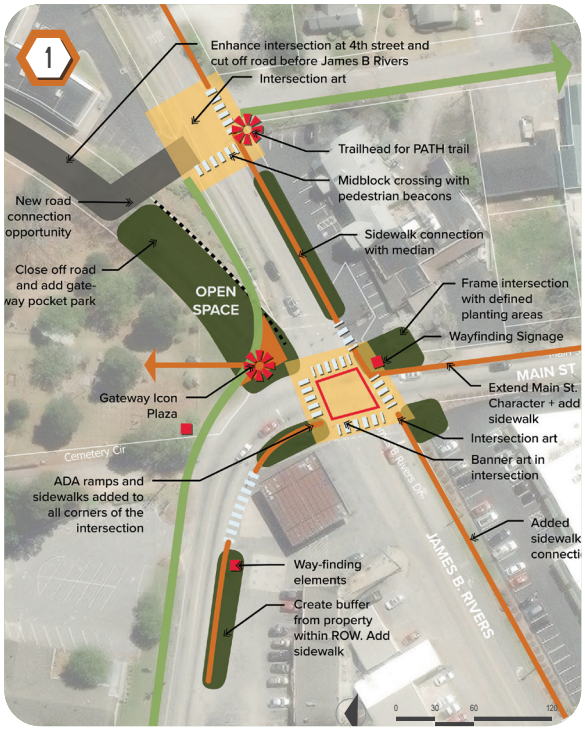
Stone Mountain, GA | 2024 - 2025

This Livable Centers Initiative (LCI) study establishes a comprehensive green network connecting Stone Mountain Park with the city's downtown, parks, and public spaces. The plan prioritizes closing the critical half-mile PATH Trail gap through the city center—creating a continuous and accessible route for residents and visitors that strengthens economic vitality, safety, and community identity. Building on the city's historic fabric and small-town character, the plan centers on reconnecting the trail to Downtown Stone Mountain through safer crossings, new gateways, and enhanced wayfinding that welcomes visitors and residents alike. The study outlines a clear strategy to weave the city's parks, green spaces, and trail corridors into a unified system that celebrates local identity while enhancing walkability and active mobility.

A key focus of the effort is on gateway improvements along Main Street, James B. Rivers Drive, and East Mountain Street, transforming arrival points into memorable entrances that communicate Stone Mountain's civic pride and cultural heritage. Combined with sidewalk, trail, and public space improvements, these interventions create a cohesive and inviting experience that strengthens Downtown Stone Mountain as the city's heart.

Key elements of the planning process included:

- Comprehensive network assessment of bike facilities, sidewalks, crossings, and park amenities to identify connectivity gaps.
- Trail connection and downtown access improvements to close the half-mile PATH Trail gap and link Stone Mountain Park to the downtown core.
- Gateway and wayfinding enhancements to establish strong arrival points and improve legibility for visitors and residents.
- Public realm and placemaking upgrades that transform key intersections and parks into active, people-centered spaces.
- Community engagement through workshops, pop-up events, and surveys that shaped priorities for safety, connectivity, and downtown revitalization.



The Pond Team Difference

Pond's leadership in the Stone Mountain Connecting Parks and Paths study demonstrates our ability to integrate mobility, urban design, and placemaking to reconnect historic downtowns with regional trail systems. By combining infrastructure analysis with design-based strategies, our team created an implementable framework that links the PATH Trail, city parks, and downtown amenities through gateways and public realm improvements that honor local character and foster inclusive mobility.

Relevant Characteristics:

- Focused on closing the half-mile PATH Trail gap through downtown Stone Mountain.
- Developed a gateway and wayfinding framework that redefines entrances into the city.
- Designed trail-to-downtown connectivity improvements integrating crossings, safety, and placemaking.
- Delivered a cohesive strategy linking parks, public spaces, and downtown activity centers through multimodal improvements.
- Led an inclusive engagement process ensuring recommendations reflected community priorities for connectivity, access, and identity.

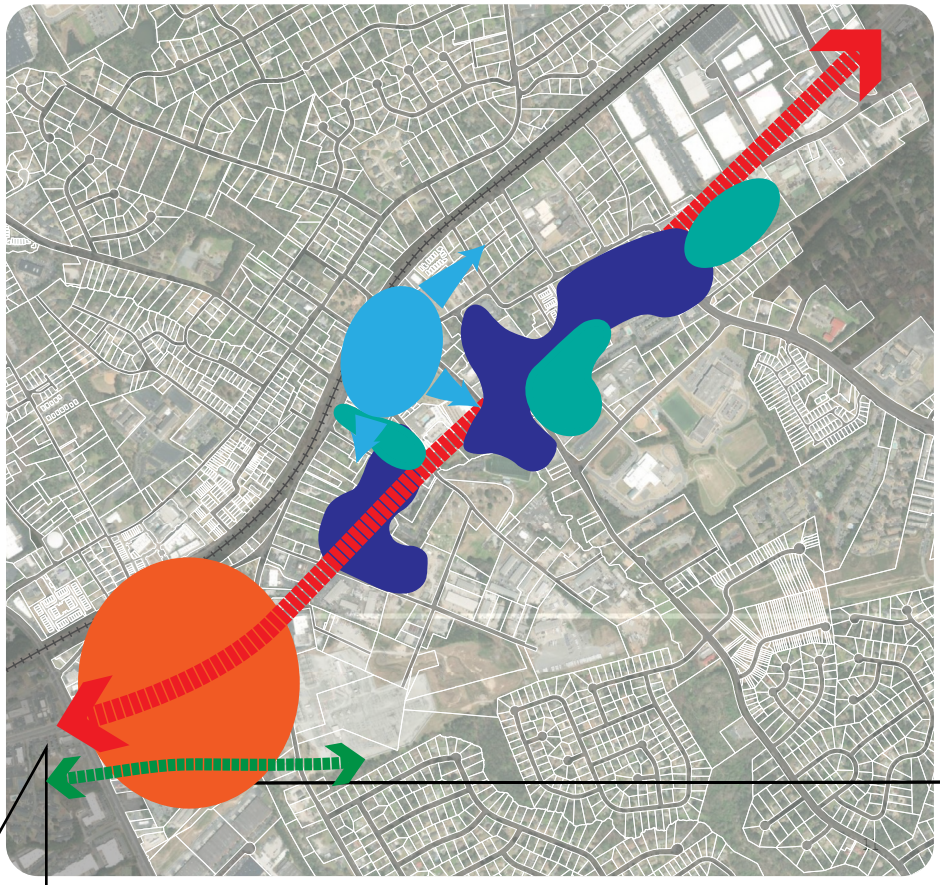
BUFORD HIGHWAY IMPLEMENTATION STUDY

The City of Norcross is working with Pond to implement the Buford Highway Master Plan, adopted in 2021. The project focuses on establishing a development distribution strategy that catalyzes growth patterns, enhances community amenities, and supports streetscape improvements along the corridor. A critical component includes addressing shared stormwater management systems that build capacity for future development.

The Pond team is collaborating with the City to identify physical constraints and provide context-sensitive guidance based on best practices. The effort emphasizes concentrating new development near Downtown Norcross, where recent investments have occurred, while also strategizing incentives that encourage nodal development patterns along Buford Highway over time. As an ongoing strategy, this work is designed to remain flexible as community needs and conditions evolve.

Key elements of the planning process included:

- Implementation of the Buford Highway Master Plan with strategies for near- and long-term development.
- Development distribution planning to catalyze growth patterns and maximize investment impact.
- Shared stormwater management solutions to increase capacity for future development projects.
- Context-sensitive guidance to address corridor constraints and support sustainable, flexible implementation.



The Pond Team Difference

This project illustrates Pond's ability to translate master planning into actionable implementation strategies that address infrastructure, development capacity, and long-term community goals. By balancing near-term development opportunities with flexible strategies for future conditions, Pond supports Norcross in creating sustainable, nodal development patterns along Buford Highway.

Relevant Characteristics:

- Guides implementation of a recently adopted master plan with a focus on development distribution.
- Incorporates shared stormwater solutions to support corridor-wide capacity and resilience.
- Emphasizes strategic nodal development near Downtown Norcross and key corridor locations.
- Applies best practices and context-sensitive strategies to address physical constraints.
- Provides a flexible implementation framework that evolves with community needs and conditions.

Preliminary **Work Program**

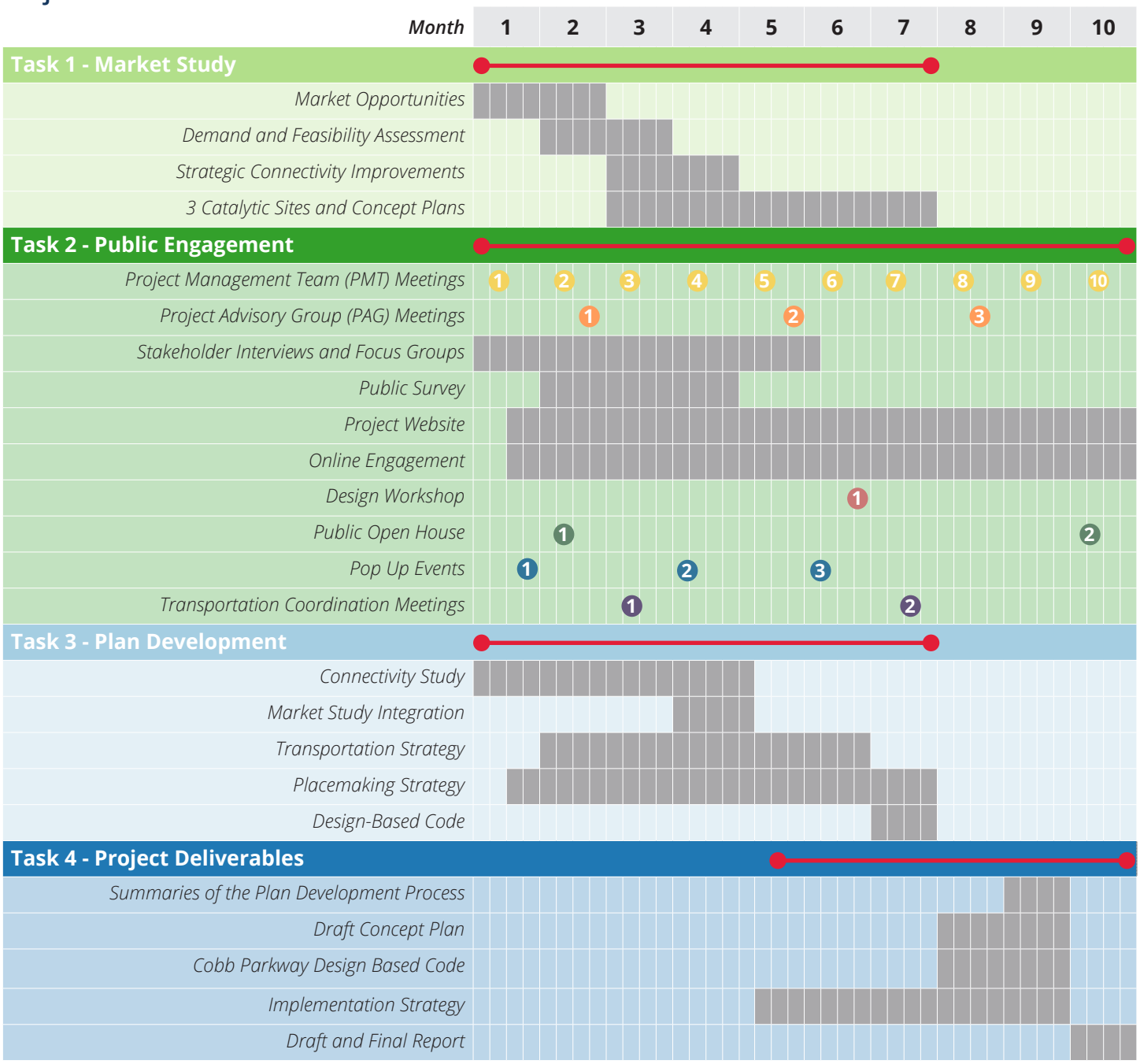
We are proposing for this study to be completed over a 10-month duration, allowing enough time for robust analysis, meaningful engagement, and actionable recommendations while keeping momentum strong.

Public engagement will run throughout the entire project. Key activities will be strategically aligned with milestones, so the community's voice shapes each stage of the plan.

We will also hold two transportation coordination meetings: one at the beginning to align expectations with ARC, GDOT, Cobb County, and other partners, and one toward the end to review draft recommendations and confirm consensus.

Finally, we know that implementation is not something to leave to the last month. Partnerships and funding strategies must be built upfront and integrated into the design process, so that every recommendation is grounded in buy-in and ready for action as soon as the plan is complete.

Project Schedule



Schedule Key: PMT Mtg · PAG Mtg · Design Workshop · Public Open House · Pop Up Event · Coord. Mtg · Task Progress

Project Staff Schedule - Tasks for which each team member will be responsible along with man-hours.

Team Member Name and Role	Man-Hours per Team Member			
	Task 1: **Market Study**	Task 2: **Public Engagement**	Task 3: **Plan Development**	Task 4: **Project Deliverables**
Lilian Al Haddad | Project Manager	50	60	80	80
Janide Sidifall | Project Director	0	0	10	10
James McNabb | Client Liaison	0	0	5	0
Matt Wilder | Principal-in-Charge	0	0	5	0
Lauren Patterson | Urban Planning	50	40	80	100
Kat Onore | Mobility and Transportation Planning	5	10	20	10
Karington Allen | Public Engagement	0	20	20	80
Alma Basave | Public Engagement	0	35	0	0
Mitchell Lloyd | Mobility and Transportation Planning	0	0	20	10
Elizabeth Low (Purpose Possible) | Public Engagement	0	15	5	5
Audrey Gamez (Purpose Possible) | Public Engagement	0	15	5	5
Taryn Janelle (Purpose Possible) | Public Engagement	0	50	30	20
Sherry Okun-Rudnak (BAE) | Market Analysis & Land Use Economics	20	0	4	0
Analyst (BAE) | Market Analysis & Land Use Economics	40	0	0	0
Lauren Beduhn (BAE) | Market Analysis & Land Use Economics	40	0	0	0
Sheba Ross (HKS) | Urban Design and Form Based Code	0	0	30	50
Alex Briseno (HKS) | Urban Design and Form Based Code	0	0	20	40

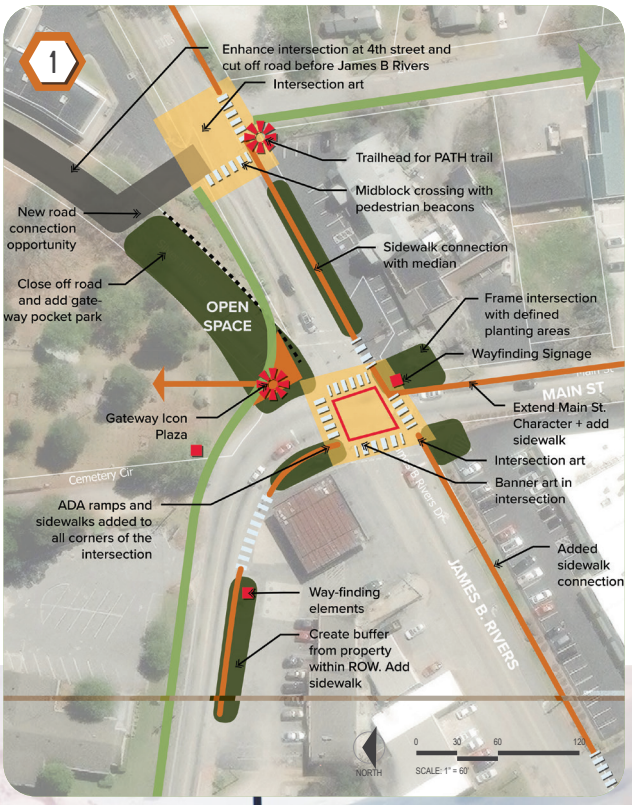
Proven **Ability to Deliver**

At Pond, we do not just deliver plans, we set communities up for action and stay engaged to make it happen. Our track record shows that our LCIs and corridor studies consistently move from vision to policy changes, development deals, and built projects.

- **Aerotropolis Blueprint 2.0:** Within six months of adoption, catalytic and community sites identified in the study were already under contract. This momentum reflects how we go beyond documentation by connecting property owners, developers, and local leaders during the process so opportunities can move quickly once the plan is complete.

- **Tara Boulevard LCI:** Both Jonesboro and Lovejoy have formally adopted the plan and are advancing into implementation. Meanwhile, Clayton County is undertaking a zoning rewrite that came directly from our recommendations. We didn't stop at delivering the study—we equipped these jurisdictions with the policy framework and consensus-building tools to carry implementation forward.

- **Stone Mountain LCI:** One of the most important community-driven ideas, the Baptist Lawn, is now being designed by Pond as a new civic space. By continuing our involvement, we are ensuring that what started as a visioning exercise becomes a real place for the community.



What makes our approach different is that we think about implementation from day one. We build partnerships upfront, identify funding pathways early, and align agency partners so that by the time a plan is adopted, the groundwork for action is already in place. And when asked, we go the extra step, supporting concept design, advising on zoning rewrites, and helping cities translate big ideas into real, visible results.

For Kennesaw, this means confidence that the LCI will not sit on a shelf. It will be delivered on time and within budget, but also with the momentum, partnerships, and groundwork needed to transform Cobb Parkway into a gateway that celebrates Downtown and sparks long-term investment.

Our team promises to create a plan that is actionable and implementable. We won't just give you a report, we will give you a plan with a clear path to a better future.

PROJECT
Approach

PROJECT **APPROACH**

Our approach is rooted in the belief that great corridors do more than move cars, they connect people, places, and opportunities. For too long, Cobb Parkway has acted as a barrier. This project will transform it into a gateway of identity and pride. A corridor that celebrates Downtown's vibrancy, welcomes visitors, and strengthens the economic engine of the city.

We are proposing a methodology to invite success over a 10-month process that integrates technical rigor, creative placemaking, and robust public engagement. Each task is sequenced so that market analysis, design exploration, and community input build upon one another, resulting in a final plan that is both visionary and implementable.

Project Management:

Kickoff Meeting

At the start of the project, the Pond team will lead a Project Kickoff Meeting with the City of Kennesaw's Project Management Team (PMT) to officially launch the effort and establish a strong foundation for collaboration. The PMT will consist of City staff who will guide day-to-day coordination, and the City may invite other critical partners such as ARC, GDOT, Cobb County, KSU, the Chamber, or the DDA to participate.

The kickoff meeting will serve to:

- Review project scope, schedule, and deliverables
- Identify potential project challenges and define what "success" looks like
- Confirm potential Project Advisory Group (PAG) members
- Clarify roles, responsibilities, and communication protocols
- Review data needs and designate points of contact for data transfer
- Confirm the Public Involvement Plan, including engagement strategies, branding, and creative placemaking opportunities

This meeting will set expectations, align priorities, and engage all partners from day one.

Monthly Project Management Team (PMT) Meetings

Our team will convene monthly PMT meetings (virtual or in-person as needed) with City staff to maintain transparency, track progress, and address challenges. Additional Pond staff, partner consultants, or stakeholders may be invited depending on the topics under discussion.

These meetings will be used to:

- Provide updates on work products and deliverables
- Discuss barriers or risks and outline solutions
- Confirm dates and coordination for upcoming public engagement activities and PAG meetings
- Review progress toward schedule milestones and budget
- Align final edits and submissions as the plan nears completion

Each PMT meeting will be documented with meeting notes and action items to ensure accountability and continuity.

Progress Reporting

Following every PMT meeting, Pond will prepare a progress report and meeting summary. These reports will document:

- Project progress and milestones achieved
- Engagement activities completed and planned
- Challenges encountered and strategies for resolution
- Next steps in the schedule

This system ensures transparency, communication, and accountability with the City and partners throughout the 10-month project duration.

Internal QA/QC Process

Pond's Planning Group follows a rigorous Quality Assurance / Quality Control (QA/QC) process to ensure accuracy, consistency, and alignment with the City's goals. Each deliverable—whether a map, technical memo, or final report—is reviewed through Bluebeam Sessions for transparent commenting and coordination among reviewers. Interim reviews are completed at least two business days before submittal, and full draft reviews occur no less than four business days prior to client deadlines. All materials include Pond's QAQC review stamp identifying the originator, reviewer, backcheck, and verification to maintain accountability. Under the oversight of Project Director Janide Sidifall, AICP, this structured review process ensures that all products meet ARC standards and deliver clear, implementable, and high-quality outcomes for the City of Kennesaw.

Project Methodology:

Our team has structured this methodology to directly align with the City of Kennesaw's RFP requirements. Each task and subtask corresponds to the scope provided, ensuring the process is transparent, accountable, and easy to track against deliverables. Our approach emphasizes efficiency, early coordination with partners, and integration of public input throughout the study, so that the plan is both compliant with ARC standards and meaningful to the community it serves.

Lilian Al Haddad
Project Manager

As Project Manager, I am committed to guiding this process with transparency, collaboration, and creativity. My promise is to lead the team in delivering a visionary yet achievable plan—one that addresses today's challenges while positioning Kennesaw for long-term success.

Task 1 – Market Study (Months 1–4)

The Market Study will set the foundation by identifying redevelopment opportunities, testing feasibility, and selecting catalytic sites. Led by BAE Urban Economics (DBE) with support from Pond, this task ensures that design ideas are grounded in market reality and positioned to attract investment.

1.1 Market Opportunities

We will evaluate current and projected demand for housing, retail, and office uses along Cobb Parkway and Downtown. This analysis will highlight which uses have the strongest potential to succeed, identifying gaps in the current market and opportunities to diversify the area's economic base.

1.2 Demand and Feasibility Assessment

Beyond identifying opportunities, we will rigorously test their feasibility—factoring in land costs, absorption rates, and comparable projects. This ensures that recommendations are not just visionary but also financially viable.

1.3 Strategic Connectivity Improvements

Economic success depends on physical connection. We will explore how development along Cobb Parkway can strengthen its ties to Downtown, Kennesaw State University, and adjacent neighborhoods, ensuring economic activity flows seamlessly across the district.

1.4 Catalytic Sites and Concept Plans

Using market and connectivity findings, we will identify three catalytic redevelopment sites. For each, we will prepare preliminary concept plans that illustrate potential uses, building typologies, and public realm enhancements.

Task 1 Deliverables:

- Market Opportunities Report
- Feasibility Findings
- Connectivity Strategy Memo
- 3 Catalytic Site Concept Plans

Example catalytic site rendering from our recent experience working on the Tara Boulevard LCI. Identifying this site early in the process provided a clear focus for investment, guiding where to work and how to deliver strategies that result in real, implementable change.

Task 2 – Public Engagement (Months 1–10)

We know that public engagement will be the heart of this study. Our approach, led by Purpose Possible with support from Pond, will be inclusive, equitable, and creative: reaching long-time residents, amplifying the voices of KSU students and small businesses, and making sure Spanish-speaking families, youth, and seniors all have meaningful opportunities to participate. We will provide bilingual surveys and materials, accessible meeting formats, and creative methods such as pop-ups, storytelling, and public art activations to make engagement visible and accessible to all. Every voice will be valued, every barrier to participation reduced, and every contribution reflected back through clear feedback loops. Engagement will not be a procedural step; it will be the driving force that builds trust and makes this LCI reflect Kennesaw's identity, aspirations, and community pride, because plans grounded in equity are the ones that move forward.

2.1 Project Management Team (PMT) Meetings

As previously state, we will meet monthly with City staff to monitor progress, review draft materials, and maintain alignment with project goals.

2.2 Project Advisory Group (PAG) Meetings

Our team will work with the City to identify key community stakeholders who can serve as project champions. At critical milestones, we will convene the Project Advisory Group (PAG) three times to provide technical guidance, share policy input, and offer feedback on the study's approach and recommendations. Beyond advising, the PAG will serve as ambassadors helping extend the reach of the project and making sure diverse community voices are heard throughout the process.

2.3 Stakeholder Interviews & Focus Groups

We will conduct up to three targeted sessions designed to capture perspectives most critical to the success of this study. Building on lessons from the 2015 LCI, which highlighted strong progress Downtown but left Cobb Parkway disconnected, these sessions will focus on groups that can directly influence reinvestment and activation along the corridor:

- Property owners and developers along Cobb Parkway and at catalytic sites to explore redevelopment opportunities and market feasibility.
- Small businesses and entrepreneurs, particularly those Downtown, to understand needs around visibility, connectivity, and branding, and how Parkway improvements could strengthen their customer base.
- Students and institutional partners (Kennesaw State University and nearby schools) so the plan reflects youth perspectives and captures the potential of KSU as a driver of vibrancy.

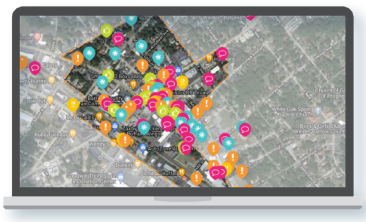
These strategically selected groups will give us insight into both the barriers and opportunities for bridging Parkway to Downtown, so that recommendations are grounded in local realities and have early buy-in from those who can champion implementation.

2.4 Public Survey, Project Website, and Digital Tools

Not every community member can or is willing to attend a meeting, but everyone should have a chance to shape the vision for Kennesaw. To broaden participation and ensure accessibility, we will build a robust digital engagement platform that complements in-person events and keeps feedback flowing throughout the 10-month study.

- Public Survey. A branded online and paper survey will gather broad input on values, priorities, and tradeoffs. It will be bilingual (English and Spanish) and mobile-friendly to support participation from Kennesaw's Spanish-speaking community, younger residents, and seniors. Paper copies of the survey will be distributed through intercept surveys and through City Hall, Library, senior centers, local businesses, and community events to reach residents without consistent internet access. Questions will highlight corridor connectivity, redevelopment opportunities, and placemaking priorities.
- Project Website. A user-friendly website will serve as the central hub for project information, featuring updates, schedules, draft materials, meeting announcements, and a running record of community feedback. The site will be available in both English and Spanish and will include an interactive comment map where residents can identify unsafe crossings, redevelopment opportunities, or places with strong identity.
- Interactive Tools. Beyond surveys, we will deploy engaging online exercises such as interactive maps, image-preference boards, quick polls, and social media prompts to capture real-time community preferences. Where appropriate, Spanish translations and bilingual facilitation will be provided so language is never a barrier to participation. Tools like "What We Heard / What We Did" boards will be shared online to close the feedback loop and show residents how their voices are shaping recommendations.

PUBLIC COMMUNICATIONS



The project website offers a multitude of valuable functionalities. One such feature is Social Pinpoint, illustrated in the image on the right. Through Social Pinpoint, we can actively engage with the community, garnering authentic feedback from a diverse array of members.

2.5 Design Workshop

Rather than presenting finished ideas, this workshop will be structured as a co-creation session in Month 5 of the study, following completion of the market analysis, public survey, and preliminary concept development. During this hands-on event, community members, stakeholders, local artists, and the project team will come together to test ideas and shape the emerging design framework.

Using visual preference exercises, collaborative mapping, and real-time sketching, participants will help refine urban design concepts, public space opportunities, and placemaking strategies for Cobb Parkway and its connections to Downtown. Input gathered from the workshop will be analyzed immediately after the session and documented in a Workshop Summary Report, highlighting key themes and design directions. These findings will directly inform the Draft Plan and Design-Based Code prepared in the following phase.

To make the process more engaging and inclusive, local artists will be invited to collaborate during the workshop, translating community ideas into sketches and temporary installations that visualize the public's vision in real time. This creative process ensures that the design framework reflects both the technical feasibility and cultural identity of Kennesaw, reinforcing local ownership and pride in the final plan.

2.6–Public Open Houses

In addition to the design workshop, we will host two community-wide open houses, one at the beginning of the process to share project goals and gather early input, and one at the end to present draft recommendations and confirm priorities. These anchor events will provide structured opportunities for residents, businesses, and students to engage deeply with the plan.

2.7–Pop-Up Events

To broaden participation, we will also organize three pop-up events at local destinations such as parks, community centers, or near KSU. These activations will "meet people where they are," raising awareness of the study, inviting input through creative and interactive tools, and driving attendance at the larger public meetings. Together, the open houses and pop-ups will ensure both depth and breadth of engagement, building visibility and community ownership throughout the process.

2.8 Transportation Coordination Meetings

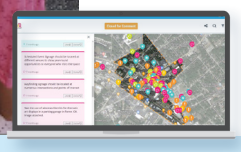
We will hold one meeting at the start will align expectations with ARC, GDOT, and Cobb County, while a second meeting near the end will review transportation strategies and confirm consensus.

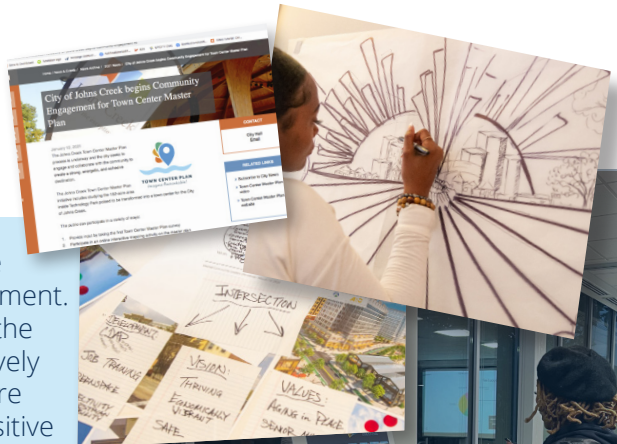
Task 2 Deliverables:

- Public Involvement Plan
- 10 PMT Meetings
- 3x PAG Meetings
- 1x Design Workshop
- 2x Public Open Houses
- 3x Pop Up Events
- Stakeholder Input Report
- Engagement Summaries
- Project Website, Survey, and Online Tool
- 2x Transportation Coordination Meetings

PUBLIC ENGAGEMENT EXPERIENCE

These images show a few of the ways we engage with our stakeholders and communities. Whether it be an indoor meeting open to the public after work hours, or a weekend event that the whole family can attend, we seek to intentionally set these meeting with the remembrance of how busy everyones daily lives can be. To get the best participation and thus the most impactful final result, we seek to meet the public on their time, in a way that everyone will enjoy.





Empowering projects with purpose: Unlocking the true potential of success lies in the heart of community engagement. Beyond being a mere step in the project journey, it forms the very essence that breathes life into our endeavors. By actively involving the community, we cultivate a shared vision, where diverse perspectives coalesce into a powerful force for positive change. **Collaboration becomes the catalyst, transforming concepts into meaningful realities that resonate with and uplift the community**. In this synergy, every voice matters, every idea contributes, and together, we shape a future that reflects the collective aspirations of the community.

Task 3 – Plan Development (Months 2–8)

This task transforms analysis and engagement into a comprehensive plan. Unlike the 2015 LCI, which successfully advanced Downtown improvements but left Cobb Parkway largely disconnected, this plan will bridge the gap between Parkway and Main Street, ensuring that redevelopment, mobility, and placemaking strategies are integrated, feasible, and ready for implementation.

Building on 2015, but Doing Things Differently

The 2015 plan was ambitious in vision, focusing on mixed-use Downtown growth, historic preservation, and SPLOST-supported infrastructure, but its impact along Cobb Parkway was limited. It identified design standards and beautification needs, yet it lacked:

- Implementation depth for Cobb Parkway, leaving the corridor dominated by auto-oriented uses.
- Market integration to show how redevelopment could realistically occur.
- Placemaking strategies, branding, and public art to unify Parkway with Downtown's identity.
- Regulatory tools such as a design-based code to shape private investment.

Growth is happening in every direction. Pond will help you guide what comes next.

Our approach directly addresses these gaps by embedding feasibility, placemaking and public art, community co-creation, and regulatory alignment into every step.

3.1 Connectivity Study

We will evaluate how people move between Cobb Parkway and Downtown, focusing on pedestrian safety, multimodal access, and complete street principles. This analysis will identify priority connections, such as improved crossings, trail extensions, and streetscape enhancements, that physically and symbolically bridge Parkway to Main Street.

3.2 Market Integration

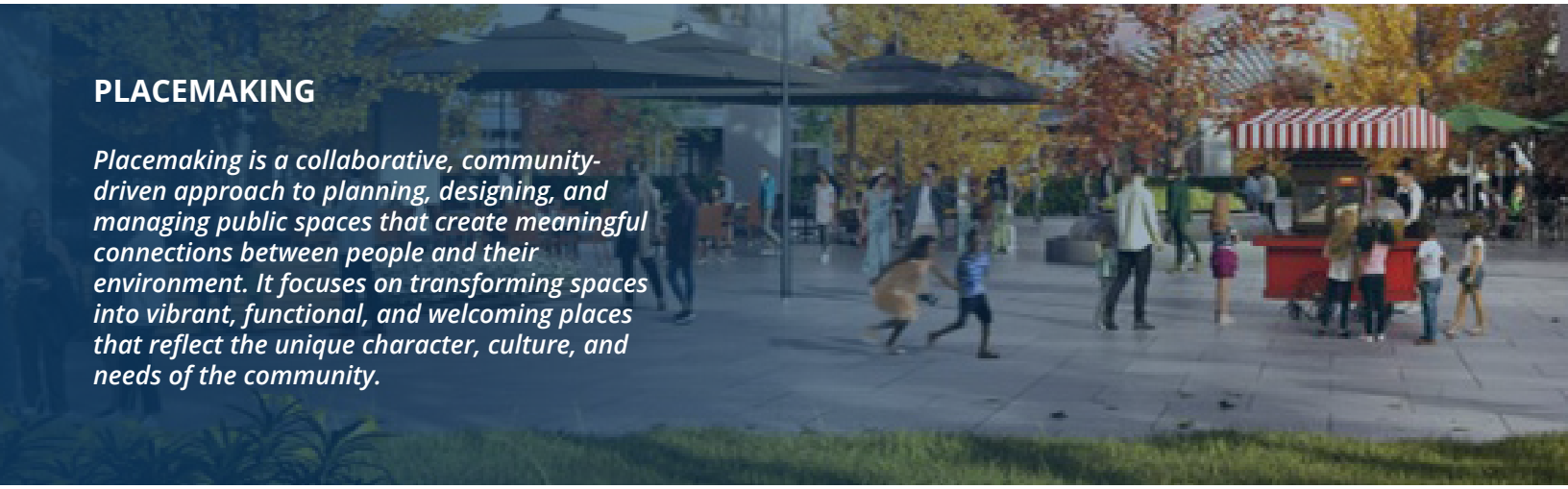
Our team will ground redevelopment concepts in financial reality by analyzing demand for retail, office, residential, and mixed-use. Unlike past studies, this work will directly link catalytic site selection and corridor concepts to economic feasibility, helping recommendations attract investment within months, not years.

3.3 Transportation Strategy

In partnership with ARC and GDOT, Pond will outline transportation improvements that balance mobility with placemaking. Beyond roadway upgrades, this strategy will emphasize transit readiness, intersection safety, and trail connectivity, building a corridor that is both functional and people-focused.

3.4 Placemaking Strategy

Purpose Possible and Pond will lead the development of a placemaking framework that integrates branding, public art, and tactical activations. This is where we go beyond the 2015 plan by creating a recognizable identity for Cobb Parkway as Kennesaw's front door and aligning it with the vibrancy of Downtown.



PLACEMAKING

Placemaking is a collaborative, community-driven approach to planning, designing, and managing public spaces that create meaningful connections between people and their environment. It focuses on transforming spaces into vibrant, functional, and welcoming places that reflect the unique character, culture, and needs of the community.

3.5 Design-Based Code

The 2015 LCI identified the need for improved design standards, but without a strong regulatory framework, private redevelopment has remained fragmented and auto-oriented. For this plan, Pond is teaming with HKS to prepare a design-based code that addresses not just buildings, but the entire public realm along the Cobb Parkway Corridor.

The code will build upon the City of Kennesaw's adopted Design-Based Code for North Cherokee Street, which will serve as a reference and guiding model for format, intent, and level of detail. The final code will be tailored to the unique context of Cobb Parkway while maintaining consistency with the City's established framework and implementation process.

Our code framework will focus on three interconnected components of the public realm:

- **Streets.** Establish design guidance for roadway cross-sections, streetscapes, lighting, and tree canopy to make Cobb Parkway and its connecting streets safe, walkable, and attractive. The code will align with GDOT and ARC multimodal priorities, ensuring feasibility and funding eligibility.
- **Private Frontages.** Provide standards for how buildings meet the street: setbacks, transparency, entrances, and ground-floor uses, so that redevelopment along Cobb Parkway contributes to an active, people-first environment. These standards will create predictability for developers while elevating design quality.
- **Civic and Open Spaces.** Incorporate requirements and incentives for plazas, greenspaces, and public art that tie directly into the placemaking strategy. These spaces will provide identity and gathering opportunities, bringing community benefits together with private investment.

Prior to ordinance adoption, the design team will interface with City staff to review the final code's key components and clarify data inputs and assumptions. While City staff will lead the official adoption process, including the required Planning Commission and City Council public hearings, the consultant team will prepare the supporting materials for approval.

By addressing all three layers of the public realm and following the City's established code format, the Design-Based Code will ensure that future investment along Cobb Parkway produces cohesive, high-quality places that reinforce Kennesaw's identity and Downtown's vibrancy.

Task 3 Deliverables:

- Connectivity Analysis
- Draft Transportation Strategy
- Placemaking Framework
- Draft Corridor Design-Based Code (based on City's adopted North Cherokee Street model)

Task 4 – Project Deliverables (Months 7–10)

The outcome of this study will not be just another planning report, it will be a toolbox for action that helps Kennesaw transform Cobb Parkway from a barrier into a gateway that connects directly to Downtown. This will include a clear regulatory framework, funding roadmap, and early action steps to begin implementation immediately after adoption.

4.1 Process Documentation

We will prepare clear and accessible summaries of the entire process, market analysis, engagement input, technical coordination, and decision-making. These summaries will serve as transparent records that can be shared with stakeholders and the public, reinforcing trust and accountability.

4.2 Draft & Final Concept Plan

The concept plan will be finalized during this task and will weave together catalytic redevelopment sites, multimodal transportation strategies, and placemaking elements into a cohesive vision for Cobb Parkway and its connection to Downtown. It will include illustrative maps, diagrams, and graphics that clearly communicate design intent while remaining grounded in feasibility. We will also include 3 Renderings, one for each catalytic site to illustrate concept and design components

4.3 Corridor Design-Based Code

Building on the framework developed in Task 3.5, the team will deliver an adoption-ready Cobb Parkway Design-Based Code. This code will propose enforceable standards that shape the corridor's streetscapes, private frontages, and civic spaces. It will include illustrative diagrams, cross-sections, and graphics to support usability for City staff, developers, and stakeholders, while aligning with GDOT and ARC multimodal priorities. The final code will give Kennesaw the regulatory tool needed to guide high-quality redevelopment and transform Cobb Parkway into a cohesive, people-focused gateway.

4.4 Implementation Strategy

The final deliverable will include an implementation matrix detailing short- mid- and long-term actions along with a 100-day action plan. This matrix will include recommended leads, potential funding sources, zoning recommendations, infrastructure priorities, and continued community engagement tools.

4.5 Final Plan & Report

The project team will prepare a Draft Plan Report that integrates the full narrative, conceptual illustrations, 3 catalytic site concepts, policy and regulatory strategies, and engagement summaries. This draft will first be reviewed by the Project Management Team, with a two-week period for feedback. Following internal review, the draft will be shared publicly at the final open house to gather community input.

Based on PMT and community feedback, the team will then prepare the Final Plan Report, designed to serve as both a technical reference for the City and ARC and a public-facing document that clearly communicates the vision.

Task 4 Deliverables:

- Draft & Final Reports
- Concept Plan for the Study Area- connectivity, mobility, landuse, and placemaking
- 3 Catalytic Site Concept Designs
- 3 Perspective Renderings
- Design-Based Code for Cobb Parkway plots and frontage
- 100-Day Action Plan
- Phasing and Implementation Strategy

Sample final deliverable report from relevant experience:

COLLABORATION
and Public Participation

COLLABORATION AND **PUBLIC PARTICIPATION**

We recognize that Kennesaw's strength lies in the diversity of its people—students at Kennesaw State University, long-time residents, young families, business owners, and seniors, and that this study must reflect their perspectives and priorities. While the immediate study area is small, it functions as a gateway into Downtown Kennesaw and directly impacts the broader community of nearly 35,000 residents. Our approach is designed to amplify the voices of both those who live and work in the study area and the larger population who experience Cobb Parkway and its connections daily.

Equitable Community Engagement

We understand that this plan must be centered on the people of Kennesaw. Inclusion, diversity, equity, and access are at the heart of all our work, and we filter every project through this lens by asking:

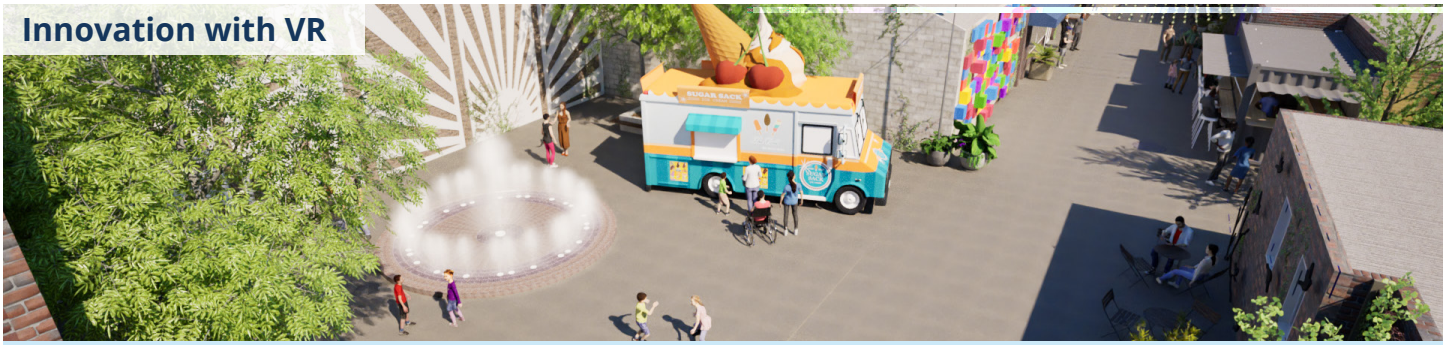
- **Who are the stakeholders?** We expand this definition to include renters, service workers, and students who may not traditionally be at the table but are essential to shaping a thriving corridor.
- **Are our formats meeting people where they are?** Engagement will occur at community gathering spaces, Kennesaw State University, and downtown businesses, and will be scheduled at times that accommodate working families, seniors, and service employees.
- **Are our tools accessible?** Materials will be digitally accessible for younger generations, translated when appropriate, and simplified for seniors and residents who prefer face-to-face engagement.
- **Are we valuing participants' time?** We will streamline surveys, provide clear feedback loops, and consider small incentives to recognize community input.

Purpose Possible and the Pond team have collaborated on multiple projects before and are committed to lead a clear, action-driven public engagement process that:

- meets people where they are
- amplifies underrepresented voices
- builds trust through both dialogue and creative expression

Will will go beyond traditional outreach by inviting residents and stakeholders to co-create the vision for Cobb Parkway and its gateways through in-person events, digital tools, multilingual access, and hands-on placemaking activities. Each engagement will be purposeful and outcome-driven, with visible feedback loops showing how public input informs recommendations.

Innovation with VR



Pond has recently developed URBANVIZ, a Pond VR and AR tool in partnership with the Federal Aviation Administration (FAA), to enhance the efficiency of planning and designing facilities at airports. URBANVIZ is a powerful tool that can also be used during both the design and stakeholder engagement stages of projects. It has the potential to revolutionize how projects are conceived, planned, and communicated by leveraging advanced technologies and simulations to optimize outcomes. Benefits include providing an immersive 3D experience to stakeholders, improved decision-making, better efficiency, site selection optimization, and improved marketing.

How We Will Achieve This

- **Inclusive Engagement:** Our approach goes beyond a one-size-fits-all model by tailoring strategies to the unique needs of Kennesaw's residents. We will partner with trusted community organizations and design activities that are age-appropriate, culturally relevant, and accessible to all. For Spanish-speaking residents, we will provide language access and trusted messengers; for children, engagement will be playful and creative; for youth, we will tap into digital platforms and classroom partnerships; and for seniors, we will prioritize accessibility and mobility support.
- **Creative & Flexible Methods:** In addition to open houses, we will deploy pop-up events along Cobb Parkway and downtown, intercept interviews at local businesses, and interactive online tools to gather feedback across demographics.
- **Stakeholder Collaboration:** We will convene and support a Project Advisory Group (PAG) that includes representatives from ARC, GDOT, Cobb County, the Cobb Chamber, the Kennesaw Downtown Development Authority, the Town Center CID, and housing agencies. The PAG will review materials, provide guidance, and help build consensus across sectors.
- **Placemaking and Public Art Integration:** Purpose Possible will lead efforts to embed public art and creative placemaking into engagement—using interactive art boards, chalk murals, or temporary installations to spark dialogue, imagination, and ownership among participants.
- **Transparency & Feedback Loops:** All meeting materials, summaries, and project updates will be hosted on a City-managed project webpage and shared through neighborhood networks and social media, ensuring residents can track how their input shapes the plan.

Reaching Everyone:
Inclusive Engagement Strategies

SPANISH SPEAKERS

- Spanish speaking staff at events
- Spanish language surveys and flyers
- Partnerships with trusted community leaders
- Meeting people where they are

KIDS

- Creative art and drawing stations
- "Design your black" art boards
- Play based activities and prizes
- Free snacks or King of Pops to draw families

YOUTH

- Interactive Instagram polls and story prompts
- Digital "vision board" activities
- Virtual reality tools to explore ideas
- Partnering with local schools for classroom input

ELDERLY

- Large print visual materials
- One-on-one input sessions
- Printed mailers and flyers for senior centers
- Walk audit with mobility support

BUDGET

BUDGET **PROPOSAL**

The total project budget of $200,000 is allocated across the four major tasks outlined in the RFP: Market Study, Public Involvement, Plan Development, and Project Deliverables. Each task includes a proportional distribution of funds among the project team based on the level of effort and expertise required. The budget ensures that all key activities, from data collection and market analysis to engagement, design-based code development, and final deliverables, are adequately resourced to achieve the project's goals.

Pond will manage the budget using its proprietary PRIME system, which provides real-time tracking of labor, subconsultant costs, milestones, and task progress. This platform enables proactive oversight and ensures that the project manager can provide transparency with the City and ARC throughout the project. By leveraging PRIME and applying disciplined cost management practices, the team will deliver all tasks on schedule and within the fixed $200,000 budget, maximizing value and maintaining high-quality outcomes across every phase of the study.

Budget Breakdown by Task and Team Member

Team Member Name and Role	Task 1: Market Study	Task 2: Public Engagement	Task 3: Plan Development	Task 4: Project Deliverables
Lilian Al Haddad | Project Manager	$7,875.00	$9,975.00	$15,750.00	$10,500.00
Janide Sidifall | Project Director	$0.00	$920.00	$1,150.00	$1,150.00
James McNabb | Client Liaison	$0.00	$1,000.00	$0.00	$0.00
Matt Wilder | Principal-in-Charge	$0.00	$1,000.00	$0.00	$0.00
Lauren Patterson | Urban Planning	$6,000.00	$7,500.00	$12,600.00	$12,000.00
Kat Onore | Mobility and Transportation Planning	$875.00	$3,500.00	$3,500.00	$875.00
Karington Allen | Public Engagement	$1,100.00	$4,400.00	$2,200.00	$7,150.00
Alma Basave | Public Engagement	$360.00	$4,950.00	$0.00	$720.00
Mitchell Lloyd | Mobility and Transportation Planning	$0.00	$2,000.00	$3,200.00	$2,600.00
Elizabeth Low (Purpose Possible) | Public Engagement	$0.00	$2,565.00	$855.00	$855.00
Audrey Gamez (Purpose Possible) | Public Engagement	$0.00	$1,957.00	$515.00	$515.00
Taryn Janelle (Purpose Possible) | Public Engagement	$0.00	$10,240.00	$1.280.00	$1,280.00
Sherry Okun-Rudnak (BAE) | Market Analysis & Land Use Economics	$6,400.00	$0.00	$1,280.00	$0.00
Analyst (BAE) | Market Analysis & Land Use Economics	$5,000.00	$0.00	$0.00	$0.00
Lauren Beduhn (BAE) | Market Analysis & Land Use Economics	$7,400.00	$0.00	$0.00	$0.00
Sheba Ross (HKS) | Urban Design and Form Based Code	$0.00	$0.00	$7,500.00	$12,500.00
Alex Briseno (HKS) | Urban Design and Form Based Code	$0.00	$0.00	$5,000.00	$10,000.00
Task Totals	$35,010.00	$50,007.00	$54,830.00	$60,145.00

Overall Project Total: $199,992.00

Disadvantaged Business Enterprise (DBE) Participation

Pond is committed to promoting meaningful participation of Disadvantaged Business Enterprise (DBE) firms on all projects. For the Kennesaw LCI Study, Pond has partnered with two certified DBE firms—BAE Urban Economics and Purpose Possible—to provide specialized expertise in economic development, community engagement, and public outreach. Our proposed participation allocates $20,080 to BAE and $19,650 to Purpose Possible, representing approximately 19.87% of the total contract value, which exceeds the 16.77% DBE goal established for this project. Pond takes DBE participation seriously and is dedicated to fostering long-term, equitable partnerships that strengthen project outcomes and reflect the diversity of the communities we serve.

REFERENCES

TEAM **REFERENCES**

01 LARRY WASHINGTON

DeKalb County - Department of Planning & Sustainability

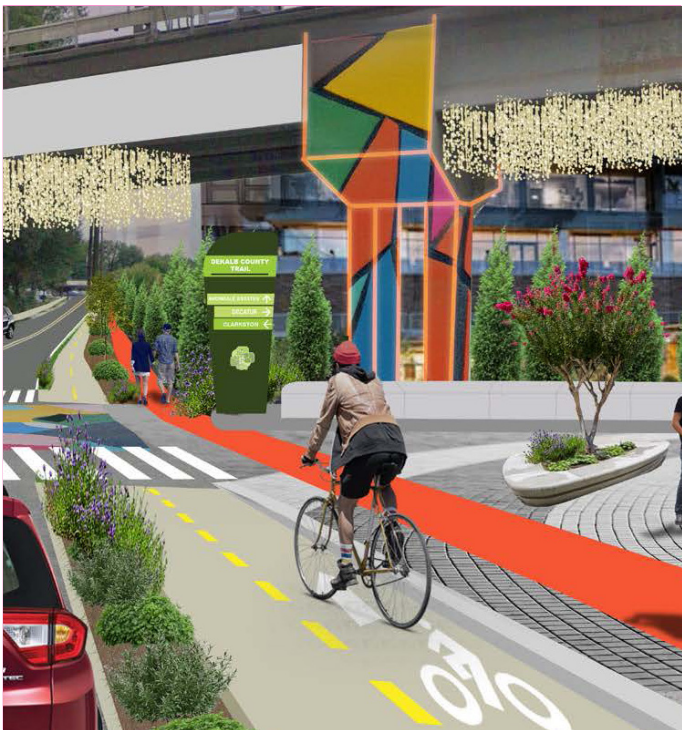
Email: lwashington@dekalbcountyga.gov

Phone: 404.371.2178

Representative Project: Stone Mountain Trail Master Plan

Project Completion Date: Active Project

The DeKalb County Stone Mountain Community Development Assistance Program (CDAP) is focused on enhancing connectivity, preserving community identity, and promoting sustainable development along the Stone Mountain PATH Trail. The project improves first and last mile connections to local destinations to foster multimodal access while aligning with regional air quality goals under the Clean Air Act.



02 MIGLENA DIMOV

Stone Mountain LCI

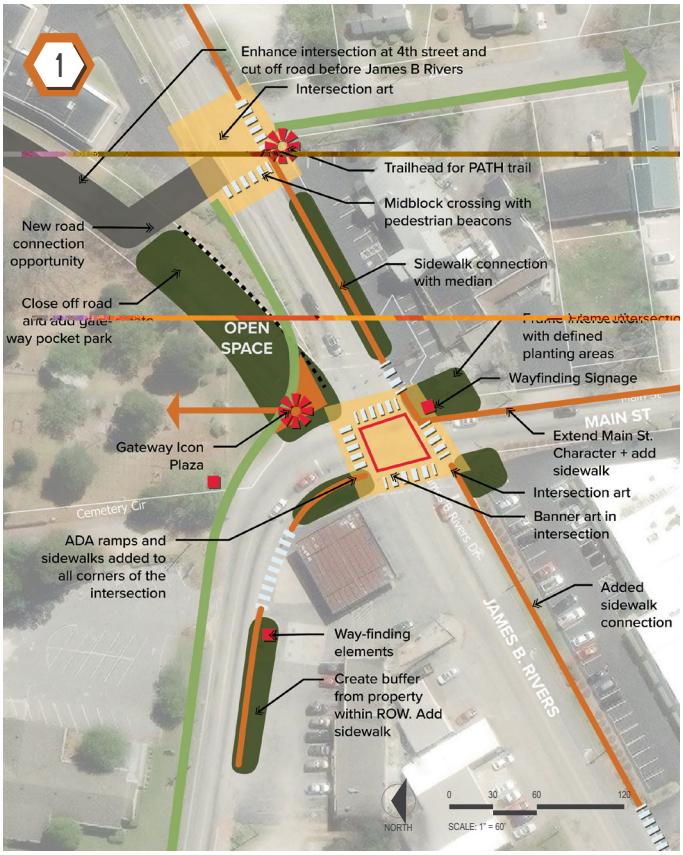
Email: mdimov@stonemountaincity.org

Phone: 470.925.3286

Representative Project: Stone Mountain Connecting Parks, PATHs and Public Spaces

Project Completion Date: June, 2025

This project establishes a comprehensive green network loop to connect Stone Mountain Park with city parks and public spaces. A primary focus is addressing the half mile gap in the PATH Trail through the city center, creating a continuous and accessible route for residents and visitors.



03 MEGAN WILL

Cumberland CID

Email: mwill@cumberlandcid.org

Phone: 770.833.0409

Representative Project: Cumberland CID Creative Placemaking Study

Project Completion Date: May, 2025

As part of Pond's on-call design contract with Cobb County DOT, the Cumberland CID selected Pond to provide design and professional services for the Cumberland Bridgescape project. Improvements include replacing the existing chain-link fencing with a customized ornamental fence featuring a stream-pattern design and the installation of three large fabricated aluminum arches with integrated decorative LED lighting. These enhancements create a landmark gateway that strengthens the district's identity and provides a welcoming aesthetic for motorists and pedestrians.

04 KERI STEVENS

Atlanta Regional Commission (ARC)

Email: kstevens@atlantaregional.org

Phone: 404.455.4745

Representative Project: Tara Boulevard Livable Communities Initiative

Project Completion Date: July, 2024

Pond was selected by Clayton County to develop a holistic vision for an 11-mile section of Tara Boulevard Corridor. The study established a unified strategy for a heavily traveled suburban corridor by leveraging major regional assets, including the planned MARTA Bus Rapid Transit (BRT) line, the Flint River, and Downtown Jonesboro. The plan emphasized revitalization of underperforming commercial areas, improved pedestrian and transit infrastructure, and creation of a mixed-use environment that supports long-term economic growth. A detailed market analysis, zoning recommendations, and infrastructure investment strategies were included to support transit-oriented development in three major nodes.

LITIGATION
History

LITIGATION **HISTORY**

From time to time, Pond is involved in routine litigation and alternative dispute resolution proceedings. However, upon knowledge and belief, formed after reasonable inquiry, there are no current outstanding matters that, in the opinion of Pond's management, could reasonably be expected to materially and adversely affect the financial condition of Pond or its ability to perform services under this or any contract. In an effort to be fully responsive to this request, please find the following litigation matters related to the performance of services during the past ten (10) years. This list of claims excludes (i) related parties of Pond and (ii) claims involving employment matters and property damage claims not otherwise connected with the claims identified below.

- Department of Justice/Federal Bureau of Investigation vs. CI-Pond (American Arbitration Association, Case No. 01-20-0015-1618, settled in 2022 by agreement of parties)
- Consult Mechanical (Court File No. CV-22-00000894-0000) filed in Ontario Superior Court; February 20, 2021 (settled 2024 by agreement of the parties)
- Process Group, Inc. (Court File No. CV-22-00685793-0000) filed in Ontario Superior Court; August 19, 2022. (settled in 2025 by agreement of the parties)
- Pond is a third party defendant in the following actions:
  - Eagle House Mitigation Bank, LLC v. WSP USA, Inc.; WSP USA, Inc. v. H2O Mitigation Services, LLC; and Pond & Company (as third-party defendants), State of South Carolina, Court of Common Pleas, Fifth Judicial Circuit, Civil Action No.: 2024-CP-40-07265.WSP did not file supporting requirements for the third party complaint against Pond. We have offered a settlement but it was rejected by Plaintiff's counsel.
  - Islands Mechanical Contractor, Inc. ("IMC") v. Chet Morrison Contractors, LLC ("Morrison"); Morrison v. Pond & Company (as third-party defendant), US District Court for the Middle District of Florida, Case No. 3:24-cv-00346-WWB- LLL. Parties have requested a stay to work on a settlement agreement.

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DBE UTILIZATION PLAN

This plan will be included in a Title VI and DBE Attachment to all USDOT funded ARC bids and proposals.

Name of bidder/offeror's firm: Pond & Company

Address: 3100 Interstate North Circle, Suite 600

City: Atlanta State: GA Zip: 30339

Name of DBE firm: Purpose Possible

Address: 284 Milledge Ave SE

City: Atlanta State: GA Zip: 30312

Telephone: 404.713.5735

Description of work to be performed by DBE firm:

Public Engagement Services

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 19,650.00 . The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

_____
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.

(submit this page for each DBE subcontractor)

PLEASE ATTACH A COPY OF THE OFFICAL DBE CERTIFICATION FORM

U.S. Small Business Administration

www.sba.gov/wosbready
Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

9/28/2021

Susannah Darrow
PURPOSE POSSIBLE, LLC
284 MILLEDGE AVENUE SE
ATLANTA, GA

Dear Susannah Darrow:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at https://beta.Certify.sba.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.

All SBA programs and services are extended to the public on a nondiscriminatory basis.

DBE UTILIZATION PLAN

This plan will be included in a Title VI and DBE Attachment to all USDOT funded ARC bids and proposals.

Name of bidder/offeror's firm: Pond & Company

Address: 3100 Interstate North Circle, Suite 600

City: Atlanta State: GA Zip: 30339

Name of DBE firm: BAE Urban Economics (BAE)

Address: 3340 Peachtree Road NE, Ste 1800

City: Atlanta State: GA Zip: 30326

Telephone: 678-904-2168

Description of work to be performed by DBE firm:

Market Study Services

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ $20,080. The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

Sherry Okun-Rudnak, Principal
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.

(submit this page for each DBE subcontractor)

PLEASE ATTACH A COPY OF THE OFFICAL DBE CERTIFICATION FORM

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

February 21, 2022

Matt Kowta, Managing Principal
BAE Urban Economics, Inc.
2560 Ninth Street, Suite 211
Berkeley, CA 94710

ANNIVERSARY DATE: Annually on February 16

Matt Kowta:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however; it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your Vendor ID Code is: **2BA053**

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

541618	**Other Support Activities for Air Transportation**
541611	**Administrative Management and General Management Consulting Services**
541690	**Other Scientific and Technical Consulting Services**

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with ***49 CFR Part 26, Section 26.83 (j)*** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,

Kimberly A. King, EEO Director

KAK/TOM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

e undersigned hereby acknowledges receipt of the following Addenda:

dendum Number	Dated	Acknowledge Receipt (initial)
01	September 22, 2025	
		NW
02	October 7, 2025	NW

No addenda were received:

nowledged for: Pond & Company
(Name of Firm)

nature of Authorized Representative

atthew Wilder, PLA, ASLA
me (Print or Type)

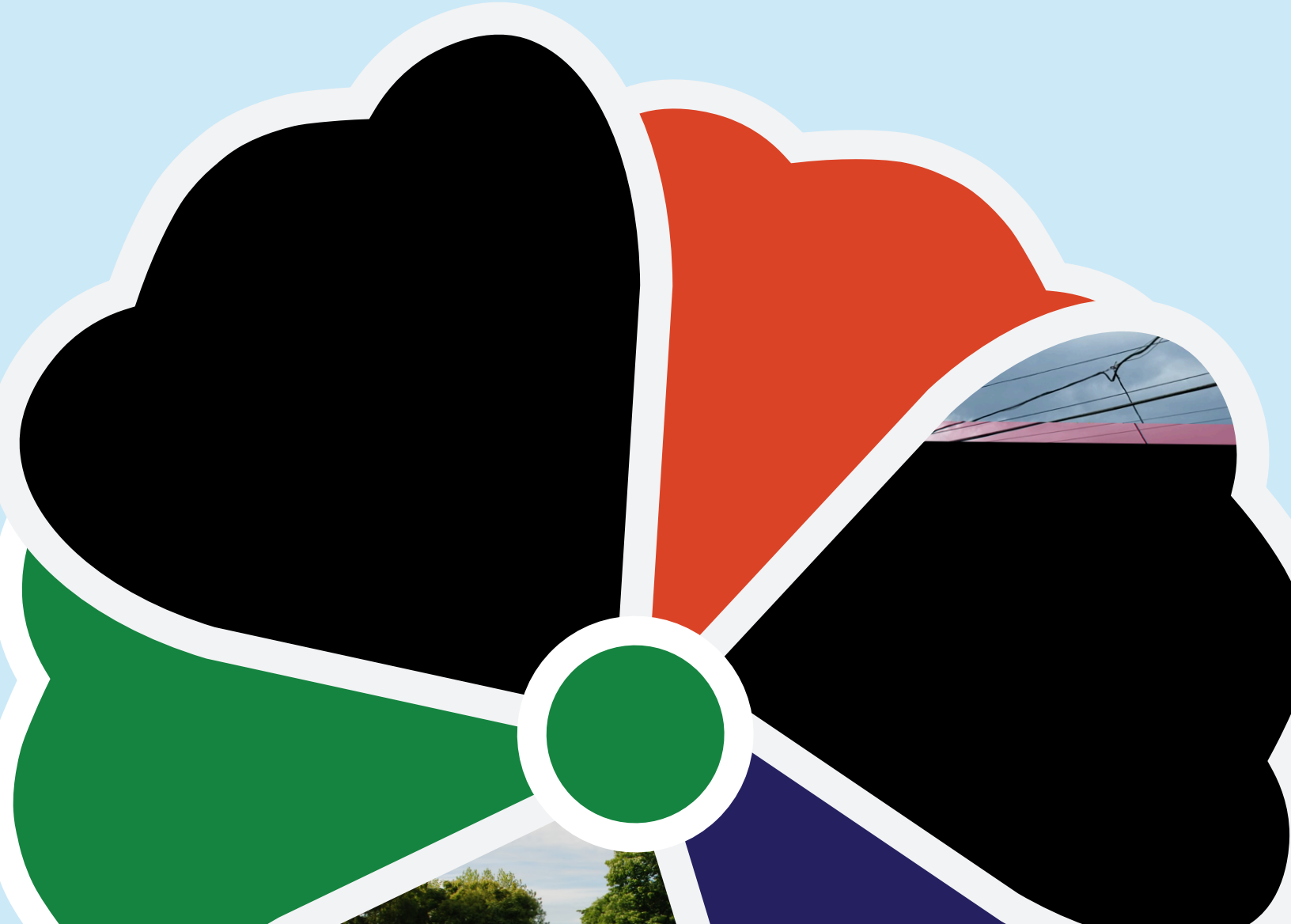
ce President
e

OCT 07, 2025
e

Cobb
3100 Interstate N Circle
Suite 600
Atlanta, GA 30339
678.336.7740

Peachtree Corners
3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092
678.336.7740

Downtown
55 Ivan Allen Jr. Boulevard
Suite 850
Atlanta, GA 30308
678.336.7740



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill Westenberger, Chief of Police

DATE: January 20, 2026

TITLE: **Crime Statistics: December 2025**
Consideration to accept the December 2025 and year-end 2025 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. MC Report December 2025 PPT.pptx-F
2. M+C Yearly Report 2025

December 2025 Crime Statistics

Group A Crimes	Dec 2025	Dec 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	5 (+2)	3	49 (-3)	52
ANIMAL CRUELTY	0 (+0)	0	1 (+1)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	1 (-3)	4	31 (-6)	37
DRUG/ NARCOTICS OFFENSES	33 (+11)	22	374 (+13)	361
EMBEZZLEMENT	0 (+0)	0	3 (+0)	3
EXTORTION	2 (+0)	2	12 (-9)	21
FORGERY	3 (+3)	0	20 (-2)	22
FRAUD OFFENSES	19 (+6)	13	197 (+39)	158
HOMICIDE OFFENSES	0 (+0)	0	0 (-4)	4
INTIMIDATION	8 (-1)	9	122 (+52)	70
KIDNAPPING	1 (+1)	0	11 (-6)	17
LARCENY/ THEFT OFFENSES	16 (+6)	10	168 (+26)	142
MOTOR VEHICLE THEFT	4 (+1)	3	34 (+3)	31
PORNOGRAPHY OBSCENE MATERIAL	1 (-1)	2	6 (-5)	11
ROBBERY	2 (+2)	0	7 (+4)	3
SEX OFFENSES	2 (+0)	2	30 (-7)	37
SIMPLE ASSAULT	14 (+0)	14	166 (-61)	227
STOLEN PROPERTY OFFENSES	1 (-2)	3	13 (-9)	22
VANDALISM	6 (+0)	6	75 (-2)	77
WEAPONS LAW VIOLATIONS	1 (-2)	3	53 (-3)	56
Totals	**119**	**96**	**1373**	**1351**

	Dec 2025	Dec 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	750 (+40)	710	9,226 (-30)	9,256
Self-Initiated Activity	1,549 (+317)	1,232	17,862 (+3,618)	14,244
Traffic Citations	873 (+373)	500	8,409 (+1,667)	6,742
Traffic Warnings*	728 (-44)	772	9,963 (+2,452)	7,511
Arrests**	78 (+25)	52	965 (-21)	986

	Dec 2025	Dec 2024	YTD 2025	YTD 2024
Auto Accidents	113 (+18)	95	1,286 (-11)	1,297
Accident w/ Injury	2 (-7)	9	101 (-8)	109
Hit and Run	13 (-4)	17	153 (+6)	147
Hit and Run w/ Injury	0 (-1)	1	4 (-4)	8
Person Hit by Auto w/ Injury	2 (+1)	1	10 (+5)	5

* Warnings do not include verbal warnings

** Arrests do not include juvenuile arrests

2025 Yearly Crime Statistics

Group A Crimes	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	49 (-3)	52
ANIMAL CRUELTY	1 (+1)	0
ARSON	1 (+1)	0
BRIBERY	0 (+0)	0
BURGLARY	31 (-6)	37
DRUG/ NARCOTICS OFFENSES	374 (+13)	361
EMBEZZLEMENT	3 (+0)	3
EXTORTION	12 (-9)	21
FORGERY	20 (-2)	22
FRAUD OFFENSES	197 (+39)	158
HOMICIDE OFFENSES	0 (-4)	4
INTIMIDATION	122 (+52)	70
KIDNAPPING	11 (-6)	17
LARCENY/ THEFT OFFENSES	168 (+26)	142
MOTOR VEHICLE THEFT	34 (+3)	31
PORNOGRAPHY OBSCENE MATERIAL	6 (-5)	11
ROBBERY	7 (+4)	3
SEX OFFENSES	30 (-7)	37
SIMPLE ASSAULT	166 (-61)	227
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* Warnings do not include verbal warnings

** Arrests do not include juvenuile arrests

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: January 20, 2026

TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: January 20, 2026

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