

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Mayor Pro-Tem Tracey Viars

Lynette Burnette

Pat Ferris

Antonio Jones

Trey Sinclair

**City Council
Meeting Agenda
December 4, 2023 6:30 PM
Council Chambers**

1. Invocation**2. Pledge of Allegiance****3. Call to Order****4. Announcements**

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations**6. Public Comment/Business from the Floor****7. Old Business****8. New Business****9. Committee and Board Reports**

- A. Summary and Findings: Kennesaw Enrichment and Enhancement Program.

10. Public Hearing(s)

11. Consent Agenda

- A. Approval of the November 13, 2023 City Council work session minutes.
- B. Approval of the November 20, 2023 City Council regular meeting minutes.

12. General and Administrative

- A. Approval of RESOLUTION to authorize investment in Georgia Fund 1 Local Government Investment Pool and authorize the Mayor to sign the e-Resolution required by the Office of the State Treasurer.

13. Public Safety

14. Information Technology

15. Public Works

- A. Approval of RESOLUTION to Acquire and Ratify the Acquisition of Right of Way and Property Interests from 3239 Cherokee Street needed for the Cherokee Street Improvement Project in exchange for City owned property at 1920 Twelve Oaks Circle.
- B. Approval of RESOLUTION for the Real Estate Exchange Agreement between the City of Kennesaw and Harold R. Anderson, Sr. and Patricia M. Anderson. This agreement outlines the duties and obligations of the parties with respect to the exchange of City owned property at 1920 Twelve Oaks Circle for property interests from 3239 Cherokee Street needed for the Cherokee Street Improvement Project.

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

- A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: December 4, 2023

TITLE: Summary and Findings: Kennesaw Enrichment and Enhancement Program.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
November 13, 2023
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Tracey Viars
 Councilmember Lynette Burnette
 Councilmember Pat Ferris
 Councilmember Antonio Jones
 Councilmember Trey Sinclair
 City Clerk Lea Alvarez
 City Manager Jeff Drobney
 City Attorney Randall Bentley, Sr.

1. Invocation

2. Pledge of Allegiance

3. Call to Order

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

4. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
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5. Presentations

6. Public Comment/Business from the Floor

7. Old Business

8. New Business

- A. Approval of RESOLUTION authorizing the Mayor to sign an intergovernmental agreement between Cobb County, the Cities of Marietta, Smyrna, Powder Springs, Austell, Kennesaw and Acworth and Balli Law, LLC for Service Delivery Strategy consulting matters.

City Manager Jeff Drobney presented a resolution authorizing the Mayor to sign an intergovernmental agreement between Cobb County, the cities of Marietta, Smyrna, Powder Springs, Smyrna, Kennesaw, Acworth, and Balli Law, LLC for Service Delivery Strategy consulting matters. Dr. Drobney mentioned every city is moving through their respective processes to get this agreement approved.

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

9. Committee and Board Reports

10. Public Hearing(s)

- A. Consideration for approval of a variance application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010). Case #ZV2023-03.

[Items 10. A and 10. B were presented concurrently. At the regular meeting, the floor will be opened for public comment and a vote taken for each item separately].

Planning and Zoning Administrator Darryl Simmons presented a variance and rezoning application submitted by Piedmont Residential, LLC for property located at 1651 McCollum Property. Planning and Zoning staff have been working with the developer for months on this project. The final site plan that will be discussed at the regular meeting on Monday is a direct result of collaboration between Piedmont Residential and city staff. Mr. Simmons explained he wanted several key things from this project: 1) to reduce the number of units than what was originally presented; 2) to improve the internal flow of the development with the use of rear alleys and rear driveways (particularly, to not have all units front loaded with garages); and 3) to collaborate and create a level of affordability with some of the units. Mr. Simmons went on to say that if this project is considered next Monday, it will be the first development where a zoning condition is put in place to guarantee that 14 units will be affordable or attainable. From a housing standpoint, staff has been trying to accomplish this for years, but it is hard to accomplish it because of market factors. Piedmont Residential was willing to work with staff, and they did exactly what was asked of them.

Mr. Simmons mentioned there is a necessity for a variance due to an off-site stream to the west of the property. The buffer flows onto the west side, and this is where the rear drives are located. The encroachment was because of what the city asked Piedmont Residential to create.

In the agenda packet, there is a stipulation letter dated October 27, 2023. Mr. Simmons noted that the stipulation letter would change between now and next week. Piedmont Residential revised the site plan to add more parking. The parking count went up to 269 spaces, whereas the original site plan had 245 spaces. Further, guest parking spaces increased from 14 spaces to 24 spaces. Again, Mr. Simmons reiterated that staff and the developer discussed how this development could be improved, and he believes every box has been checked.

Mayor Easterling said in all of our discussions on affordability and attainability, he wondered if the term "workforce" was a better word? Mr. Simmons agreed. He mentioned that in the stipulation letter, it states, "... in order to make more affordable for police officers, teachers, firefighters, or first-time home buyers." Mayor Easterling wanted to clarify that it is workforce housing, as he doesn't want it to be misunderstood or misinterpreted.

Councilmember Jones loved the idea of Piedmont Residential redoing the park. He appreciates the developer using the property for single-family homes.

Mayor Pro Tem Viars asked Mr. Simmons to repeat the total parking for the development, which is 269 spaces. She stated that there are almost four spaces per family. Mr. Simmons said that something to keep in mind is that the 14 units that are workforce housing will not have garages. Those units will be dependent on on-street parking directly across the street from their units. The developer and staff wanted to make sure there was enough parking for those units and their guests. Mr. Simmons stated that is why the parking numbers increased.

Councilmember Ferris mentioned it looks as though the development was close to 14 units per acre as far as density is concerned. Mr. Simmons responded it was 13.26 units per acre. Councilmember Ferris asked what the density was for the adjoining properties? Mr. Simmons stated in that area, it ranges from four to 16 units per acre. He would provide the Council with a map of the various developments for comparison. Councilmember Ferris stated that since this development is nestled in between two existing neighborhoods, he does not want to see the density be higher than either one. Since the garages were taken away from the affordable units, he is appreciative of the additional parking. Councilmember Ferris' final question was what makes the 14 units affordable. He would like to hear something about the price points and what they actually mean by "affordable."

Parks Huff, of Sams, Larkin & Huff, LLP, attorney for Piedmont Residential, stated the 14 units have dedicated parking. However, it is uncovered parking. Additionally, the units will have the same level of finish as the other units, but the sizing and lack of garages allow them to reduce the price. A potential buyer will not be receiving a cheaper product by purchasing one of the 14 units, they will be getting a more affordable product compared to the others within the subdivision. Mr. Huff pointed out the proposed subdivision has three or four different product types, which creates variations in their pricing.

Michael Miller, of Piedmont Residential, stated he would love to tell the Council what these homes would sell for in two years, but there is no way to know lumber prices and interest rates. The attainable units are similar to what was built in Pritchard Park. In Pritchard Park, there are two units in a building and each one has a one-car garage. What Piedmont Residential is doing with this development is having a two-car garage for one unit, and the other unit has two dedicated on-street parking spaces. In Pritchard Park, the two units sold relatively closely in price. Here, if you take the two units, and one unit has a two-car garage instead of a one-car garage, the value of this unit will increase. If the other unit has no garage instead of a one-car garage, the price is going to drop. Mr. Miller explained it is this that creates the separation in value between the two units in this proposed development. Mr. Miller assured the Council that Piedmont Residential is not selling the 14 units for less, so that an investor can come in and flip them for more money. He stated that this is an exercise where the public will see the difference in value and the 14 units will be perceived as more affordable than the others to create some price separation.

Councilmember Jones asked what the price would be for the 14 units. Mr. Miller restated that he could not predict what the units would go for, but that Pritchard Park sold, on average, for \$360,000 per unit. So, with this development, the price will move up and down to create separation.

Councilmember Jones wondered if the streets within the development would be city-owned or be owned by the Home Owners Association. Mr. Miller shared that that had not been determined yet. Piedmont Residential is prepared for them to be private streets, but that adds to the cost of the home. He pointed out that when we talk about attainable housing, it is not how much house one can afford, it is how much of a monthly payment one can afford. If all involved can figure out collectively how to make the streets public, that will make the units more affordable.

Councilmember Ferris said the term "affordable housing" has been thrown around without any metrics behind it. It drives him crazy because no one has any answers. Mr. Miller said the concept of "affordable" is relative. Piedmont Residential cannot throw out a price. The idea that Piedmont Residential is going to build a house and sell it for a fixed amount that is agreed upon today for a product that will be built two years from now is something they cannot do. Mr. Miller stated there is a lot of information that goes into whether a \$60,000 a year salary could afford one of the proposed houses, especially from a mortgage standpoint. It is impossible for Piedmont Residential to answer whether or not someone with such a salary could afford one of the homes. If you look at two people who make \$60,000 each, for one of those people, the home could be affordable. For the other person, it could be unaffordable because of various financial factors in that person's life. Mr. Miller could confirm that the units will be affordable relative to other products being offered and relative to what Piedmont Residential is currently building in other areas.

Councilmember Ferris mentioned Mr. Miller's previous statements about Pritchard Park

and its price point of \$360,000. Using Pritchard Park as an example, he asked if a Pritchard Park unit that has a one-car garage sold for \$360,000, how much less would a unit sell without a garage? Mr. Miller shared he had asked that question to a number of appraisers. One number he has heard is adding a garage adds \$10,000 in value, maybe even double that. Going from one to zero is a bigger drop than \$10,000. You are now looking at \$20,000 to \$30,000, which is approximately an 8-10% difference in value. Mr. Miller shared, however, you can ask a different appraiser and get another answer. Councilmember Ferris stated it sounds to him like "affordable units" is just a sales tool to try to get this development approved at 14 units per acre. He is trying to figure out where the real value is to the citizens and the city.

Mr. Huff noted there is no perfect solution for affordable housing. When Piedmont Residential entered this discussion, and as the Council has made it a goal in its Comprehensive Plan of creating more affordable housing, anyone who gets up here and says "we have the solution" is lying. He emphasized there is not a perfect solution. Mr. Huff noted this proposal will be a test case, but Piedmont Residential thinks it will be successful. They are going to give this an opportunity to see if it works out. Everyone is learning as they go along. The point of this proposed plan is to try to come up with a way to include 14 units within a development that will be more affordable to more people and create that price differential within the community.

Councilmember Ferris asked if the affordable units would be relatively the same square footage? Mr. Huff responded yes, the size would be 1,700 square feet. Most of the units are more of the same from a heated and controlled space standpoint.

Councilmember Ferris asked Piedmont Residential about throwing some metrics together for the next meeting. Mr. Miller said he could do that based on today's dollars.

Mr. Miller asked what Councilmember Ferris would consider affordable? Councilmember Ferris responded it would be someone that is making \$60,000 a year. Mr. Miller asked how much could that person afford? Councilmember Ferris shared he was not sure since he is not a mortgage specialist. His challenge to staff would be to share with the Council what could a person making \$60,000 or \$90,000 afford.

Mayor Pro Tem Viars mentioned it depends on interest rates and how much debt a person has.

Councilmember Jones likes this project, but asked if there needs to be an additional lane to help with traffic because of the higher-density developments going in nearby. Mr. Simmons explained that East Park, which was approved more than five years ago, is a development of regional impact, which means the Atlanta Regional Commission, Cobb Department of Transportation, and others had to review it. This development required a higher level of transportation study, which looked at McCollum Parkway and Cherokee Street as a whole, as well as our future SPLOST projects. It was determined that the maximum level of density proposed for East Park was okay for that area. Mr. Simmons shared that the City of Kennesaw is holding East Park to that maximum if not

lower. Anything being proposed will have a traffic implication. In this case, McCollum Parkway was reviewed and if there was any additional right of way needed, it would have been done already.

Mr. Huff mentioned that the front of the homes would face McCollum Parkway instead of backyards. Councilmember Jones asked if it could be flipped. Mr. Miller said this was an intentional effort to replicate what was done with Pritchard Park on Moon Station Road. One will see a two-story home when looking at it from McCollum Parkway, but there is a rear-entry garage on the lower level. It creates a nice streetscape along the road. Mr. Simmons stated the staff did not want a cookie-cutter subdivision.

- B. Approval of ORDINANCE for rezoning application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010). Case #RZ2023-04.

11. Consent Agenda

- A. Approval of the October 30, 2023 City Council work session minutes
- B. Approval of the November 6, 2023 City Council meeting minutes.

12. General and Administrative

13. Public Safety

- A. Receipt of the October 2023 Crime Statistics.

Captain Ricky Shumpert presented the October 2023 crime statistics (**See Exhibit A**).

14. Information Technology

15. Public Works

- A. Approval of RESOLUTION authorizing the Mayor to sign a proposal with Croy Engineering and Croft & Associates for engineering and architectural services for the Kennesaw Public Safety Facility.

Building Director Robbie Balenger presented a resolution authorizing the Mayor to sign a proposal with Croy Engineering and Croft & Associates for engineering and architectural services for the Kennesaw Public Safety Facility. Mr. Balenger said this proposal is to bring a Construction Manager At Risk onboard, which will get the city our guaranteed maximum pricing for what the Public Safety Facility building will cost. The proposal also finishes design development, creates the construction documents, and land surveys.

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

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney was proud to say our Kennesaw Police Department and Kennesaw Acworth 911 Center received their reaccreditation through The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). It is a huge honor for both departments to receive their reaccreditation. Dr. Drobney recognized Nikki McGraw, 911 Director, for single-handedly managing the entire process for 911 with short-staffing and illnesses in her family.

Mayor Easterling stated Chief Westenberger has a lot of experience in the reaccreditation process. For Kennesaw Acworth 911, Mayor Easterling reminded everyone that our 911 center services two cities. When Ms. McGraw took over, she had some minor deficiencies she had to work through, and CALEA was willing to work with the City of Kennesaw to allow us to move forward with our accreditation. In the amount of time Ms. McGraw had this year, she satisfied every requirement. Ms. McGraw stood up by herself in front of a commission of 17 commissioners and spoke very well.

Congratulations to the Kennesaw Police Department and Kennesaw Acworth 911!

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

Mayor Easterling adjourned the meeting at 7:15 p.m. The regular meeting will be held on Monday, November 20, 2023 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk



October 2023 Crime Statistics

Summary

October 2023 Group A Offenses (127) increased by 13% compared to October 2022 (112). A vast majority of the crimes reported in October 2023 were Assault Offenses (36). This trend is also present in the data collected for crimes reported in October 2022. Assault Offenses account for approximately 28% (36) of the crimes that have occurred within our jurisdiction in October 2023. Out of the 633 traffic stops in October 2023, (938) resulted in Citations and 40% (279) Warnings. There were a total of 91 Adult Arrests that took place during the month, which is a 40% increase from October 2022 (65).

There were 1,078 traffic accidents YTD, 153 of which were classified as Hit and Run. Of the 1,078 accidents 6 had injuries, and 5 involved a pedestrian. YTD 2022 total accidents (1,145) are up compared to 1,078 YTD 2023.

Crimes	October 2023	October 2022	YTD (01/01/2023) – (10/31/2023)	YTD (01/01/2022) – (10/31/2022)
Assault Offenses	36	32	321	270
Motor Vehicle Theft	0	2	13	22
Burglary	3	3	26	24
Homicide	0	0	0	0
Larceny	25	23	224	245
Sex Offenses	3	2	19	23
Robbery	1	0	9	4
Total	68	62	612	588

	October 2023	October 2022	YTD (01/01/2023) – (10/31/2023)	YTD (01/01/2022) – (10/31/2022)
Dispatched Calls for Service	467 (-470)	937	5,800 (-2,556)	8,356
Self-Initiated Activity	865 (+89)	776	10,076 (-700)	9,376
Traffic Citations	938 (+115)	823	10,258 (+1,549)	8,709
Traffic Warnings*	279 (-157)	436	2,587 (-1,564)	4,151
Arrests*	91 (+27)	64	912 (+109)	803

*Warnings do not include verbal warnings

*Arrest statistics does not include juveniles

Bill Westenberger
Chief of Police



Kennesaw Police Department
2539 J. O. Stephenson Ave., Kennesaw, GA, 30144
911 Call Center: (770) 422-2505
Criminal Investigations Division: (770) 429-4533



Bayleigh Brown
Crime/ Intelligence
Analyst

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
November 20, 2023
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Tracey Viars
 Councilmember Lynette Burnette
 Councilmember Pat Ferris
 Councilmember Antonio Jones
 City Clerk Lea Alvarez
 City Manager Jeff Drobney
 City Attorney Randall Bentley, Sr.

Councilmember Trey Sinclair participated via Zoom

1. Invocation

City Attorney Randall Bentley, Sr. led the invocation.

2. Pledge of Allegiance

City Clerk Lea Alvarez led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:33 p.m.

4. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
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5. Presentations

6. Public Comment/Business from the Floor

6:35 p.m. Floor Open for Public Comments

No comments.

6:36 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

- A. Consideration for approval of a variance application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010). Case #ZV2023-03.

[Items 10. A and 10. B were presented concurrently. However, the floors for public comment were opened and a vote was taken for each item separately].

Zoning Administrator Darryl Simmons presented a variance and rezoning application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway. Mr. Simmons noted that with any rezoning or variance process, our code outlines several public notification requirements that must be met. There are three phases to the city's public notification process, including the publishing of a legal ad in the Marietta Daily Journal, posting of the property, and a certified mailing to all properties within 200 feet of the subject property. Mr. Simmons stated it was brought to his attention that the certified letters that were sent out contained the wrong City Council hearing date. Because of that, one of the public notification requirements has not been met, and staff will be requesting to postpone the hearing with enough time to start the public notification process over again. Mr. Simmons pointed out that since the Planning Commission hearing date was correct, and that they held their meeting and provided recommendations, only the City Council hearing date would need to be postponed. After looking at the ordinance, Mr. Simmons recommended the hearing be postponed to the January 2, 2024 City Council meeting to allow the developer and staff time to complete what is necessary to meet the public notification requirements.

Attorney for Piedmont Residential, Parks Huff, stated on the record that Piedmont Residential is fine with the January 2, 2024 City Council meeting postponement date.

Motion by Mayor Pro Tem Viars to postpone the variance application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010) to the first meeting on January 2, 2024 City Council meeting at 6:30 p.m. Seconded by Councilmember Burnette.

6:39 p.m. Floor Open for Public Comments

No comments.

6:40 p.m. Floor Closed for Public Comments

Vote taken, motion unanimously approved 5-0 (Councilmember Sinclair verbally voted in the affirmative). Motion passed.

- B. Approval of ORDINANCE for rezoning application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010). Case #RZ2023-04.

Motion by Councilmember Jones to postpone the rezoning application submitted by Piedmont Residential, LLC for the property located at 1651 McCollum Parkway (20009900010) to the first meeting on January 2, 2024 City Council meeting at 6:30 p.m. Seconded by Councilmember Burnette.

6:40 p.m. Floor Open for Public Comments

No comments.

6:41 p.m. Floor Closed for Public Comments

Vote taken, motion unanimously approved 5-0 (Councilmember Sinclair verbally voted in the affirmative). Motion passed.

11. Consent Agenda

- A. Approval of the October 30, 2023 City Council work session minutes
- B. Approval of the November 6, 2023 City Council meeting minutes.
- C. Approval of RESOLUTION authorizing the Mayor to sign an intergovernmental agreement between Cobb County, the Cities of Marietta, Smyrna, Powder Springs, Austell, Kennesaw and Acworth and Balli Law, LLC for Service Delivery Strategy consulting matters.

RESOLUTION NO. 2023-48, 2023

- D. Approval of RESOLUTION authorizing the Mayor to sign a proposal with Croy Engineering and Croft & Associates for engineering and architectural services for the Kennesaw Public Safety Facility.

RESOLUTION NO. 2023-49, 2023

- E. Approval of RESOLUTION to ratify the certified election results of the November 7, 2023 City of Kennesaw election for Mayor, Council Post 1, and Council Post 2, as provided by the Cobb County Board of Elections and Registration.

RESOLUTION NO. 2023-50, 2023

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded

by Mayor Pro Tem Viars.

Vote taken, motion unanimously approved 5-0 (Councilmember Sinclair verbally voted in the affirmative). Motion passed.

12. General and Administrative

13. Public Safety

A. Receipt of the October 2023 Crime Statistics.

Chief Bill Westenberger presented the October 2023 crime statistics (See Exhibit B).

Motion by Councilmember Ferris to receive the October 2023 crime statistics, as presented. Seconded by Councilmember Jones.

Vote taken, motion unanimously approved 5-0 (Councilmember Sinclair verbally voted in the affirmative). Motion passed.

14. Information Technology

15. Public Works

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

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

MARY MILLER [City Resident]: Ms. Miller said that Legacy Park had a water main break over the weekend. She expressed appreciation for how quickly it was handled.

LEA ALVAREZ [City Clerk]: Ms. Alvarez presented a local history story about the Lewis-Collier Building on behalf of Andrew Bramlett (See **Exhibit A**).

6:46 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney thanked Parks and Recreation and Public Works for decorating the downtown area for Christmas.

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.

Motion by Mayor Pro Tem Viars to ratify the appointment of Zach Buffington to the Historic Preservation Commission with a term ending on December 2025. Seconded by Councilmember Burnette.

Vote taken, motion unanimously approved 5-0 (Councilmember Sinclair verbally voted in the affirmative). Motion passed.

21. Council Reports & Discussions

Councilmember Burnette is looking forward to a nice Thanksgiving. She hopes everyone has a safe holiday as well.

Councilmember Sinclair appreciated the ability to Zoom into the meeting tonight.

Councilmember Jones expressed Happy Thanksgiving to everyone. He recognized Chief Westenberger and his team for the increased presence in the downtown area. He requested the flags to be lowered to half-staff in honor of the passing of former First Lady Rosalynn Carter.

Councilmember Ferris wished everyone a safe and happy Thanksgiving.

Mayor Pro Tem Viars wished everyone a happy Thanksgiving. She reminded everyone to reach out to those they think they might be alone this holiday season.

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 6:50 p.m. The next regularly scheduled meeting will be held on Monday, November 27, 2023 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk

KENNESAW HISTORY

Lewis-Collier Building

At the corner of Lewis and Main Streets is the J. G. Lewis Building, also called the Collier Building. For over a century it was the tallest building in Downtown Kennesaw.

The building was built between 1903 and 1904 by J. G. Lewis, a local entrepreneur, banker, and mayor. The foundation for a two-story building was laid in October 1903, a little over 120 years ago. The first floor would be Lewis' general store, and the second floor would be the Masonic Lodge.

Partway during construction, the decision was made to add a third story, giving the general store two whole floors. The Masonic Lodge would still occupy the top floor. In February 1904, the building was completed.

Interestingly, the clay used to make the bricks was locally excavated, leaving a gapping hole on Mrs. Shumway's nearby property. The council had to order Lewis and his contractor to fill the hole.



Top: Lewis-Collier Building

Bottom: J. G. Lewis store, c. 1910
Image from *Images of America: Kennesaw*

Presented by Andrew J. Bramlett
at the November 20, 2023,
City of Kennesaw Mayor &
Council Meeting

KENNESAW
HISTORICAL
SOCIETY



October 2023 Crime Statistics

Summary

October 2023 Group A Offenses (127) increased by 13% compared to October 2022 (112). A vast majority of the crimes reported in October 2023 were Assault Offenses (36). This trend is also present in the data collected for crimes reported in October 2022. Assault Offenses account for approximately 28% (36) of the crimes that have occurred within our jurisdiction in October 2023. Out of the 633 traffic stops in October 2023, (938) resulted in Citations and 40% (279) Warnings. There were a total of 91 Adult Arrests that took place during the month, which is a 40% increase from October 2022 (65).

There were 1,078 traffic accidents YTD, 153 of which were classified as Hit and Run. Of the 1,078 accidents 6 had injuries, and 5 involved a pedestrian. YTD 2022 total accidents (1,145) are up compared to 1,078 YTD 2023.

Crimes	October 2023	October 2022	YTD (01/01/2023) – (10/31/2023)	YTD (01/01/2022) – (10/31/2022)
Assault Offenses	36	32	321	270
Motor Vehicle Theft	0	2	13	22
Burglary	3	3	26	24
Homicide	0	0	0	0
Larceny	25	23	224	245
Sex Offenses	3	2	19	23
Robbery	1	0	9	4
Total	68	62	612	588

	October 2023	October 2022	YTD (01/01/2023) – (10/31/2023)	YTD (01/01/2022) – (10/31/2022)
Dispatched Calls for Service	467 (-470)	937	5,800 (-2,556)	8,356
Self-Initiated Activity	865 (+89)	776	10,076 (-700)	9,376
Traffic Citations	938 (+115)	823	10,258 (+1,549)	8,709
Traffic Warnings*	279 (-157)	436	2,587 (-1,564)	4,151
Arrests*	91 (+27)	64	912 (+109)	803

*Warnings do not include verbal warnings

*Arrest statistics does not include juveniles

Bill Westenberger
Chief of Police



Kennesaw Police Department
2539 J. O. Stephenson Ave., Kennesaw, GA, 30144
911 Call Center: (770) 422-2505
Criminal Investigations Division: (770) 429-4533



Bayleigh Brown
Crime/ Intelligence
Analyst

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting

11/20/2023

Public Comment Sign-in

	Name	Address	Topic
1	Mary Miller	390 Scatter Trail	Water Main B.
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			



Item Report

TO: The Honorable Mayor and City Council

FROM: Jennifer Gordy, Assistant Finance Director

DATE: December 4, 2023

TITLE: Approval of RESOLUTION to authorize investment in Georgia Fund 1 Local Government Investment Pool and authorize the Mayor to sign the e-Resolution required by the Office of the State Treasurer.

Summary:

The City of Kennesaw Investment Policy and Georgia Code O.C.G.A. §36-83-1 and §36-83-8 authorize investment in Georgia Fund 1 (local government investment pool). The City of Kennesaw meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool. This resolution authorizes investment in the local government investment pool and authorizes the Mayor to sign the E-Resolution.

Recommendation:

The Finance Director recommends approval.

Fiscal Impact:

Attachments:

1. RESOLUTION - Georgia Fund 1 Investment Pool
2. GF1 blank E_Resolution form example
3. GF1 Informational Disclosure September 2023

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2023-__, 2023

**RESOLUTION TO AUTHORIZE INVESTMENT IN GEORGIA FUND 1 LOCAL
GOVERNMENT INVESTMENT POOL AND AUTHORIZE THE MAYOR TO SIGN THE
E-RESOLUTION REQUIRED BY THE OFFICE OF THE STATE TREASURER**

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

WHEREAS, the City of Kennesaw Investment Policy and Georgia Code O.C.G.A. §36-83-1 and §36-83-8 authorize investment in Georgia Fund 1 (local government investment pool); and,

WHEREAS, all state departments, boards, bureaus, and agencies (“state entities”) and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to the City of Kennesaw to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and,

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

BE IT RESOLVED by the Kennesaw City Council that the City of Kennesaw meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED that individuals authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the city of Kennesaw shall be listed on the e-resolution and be granted access to electronically perform authorized functions and to obtain monthly statements.

PASSED AND ADOPTED by the Kennesaw City Council on this -- day of December, 2023.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



GEORGIA FUND 1
(Local Government Investment Pool “LGIP”)
Resolution to Authorize Investment
and Designate Representatives

GF1 Acct# _____
Effective Date* _____

PARTICIPANT INFORMATION

Participant Name: _____ TIN: _____
Physical Address: _____ City: _____ State: _____ Zip Code: _____
Mailing Address: _____ City: _____ State: _____ Zip Code: _____

This Resolution is for:

☐ New Account ☐ Amendment to an existing account

GF1 Account Number (New): _____ GF1 Account Number (Amended): _____

If change(s) are applicable to other existing accounts, please submit a new resolution for each applicable account.

WHEREAS, O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool; and,

WHEREAS, all state departments, boards, bureaus, and agencies (“state entities”) and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to _____
(Name of Local Government, Political Subdivision or State Agency) to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

NOW, THEREFORE BE IT RESOLVED by the _____
(Board, Council or other Governing Authority) that _____ (Local Government, Political Subdivision, or State Agency) meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.



GEORGIA FUND 1

(Local Government Investment Pool “LGIP”)

Resolution to Authorize Investment
and Designate Representatives

GF1 Acct# |

Effective Date* |

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT

Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the Participant: (Please select at least one person for online system (IPAS) access to electronically perform authorized functions and to obtain monthly statements. All individuals currently with online access not on this resolution will be deactivated)

1.

Printed Name:

Title:

Email:

Authority:

☐ Deposit/Withdrawal/Transfer

☐ Deposit Only

Telephone:

Cell Number:

☐ Grant IPAS Access

2.

Printed Name:

Title:

Email:

Authority:

☐ Deposit/Withdrawal/Transfer

☐ Deposit Only

Telephone:

Cell Number:

☐ Grant IPAS Access

3.

Printed Name:

Title:

Email:

Authority:

☐ Deposit/Withdrawal/Transfer

☐ Deposit Only

Telephone:

Cell Number:

☐ Grant IPAS Access

4.

Printed Name:

Title:

Email:

Authority:

☐ Deposit/Withdrawal/Transfer

☐ Deposit Only

Telephone:

Cell Number:

☐ Grant IPAS Access

5.

Printed Name:

Title:

Email:

Authority:

☐ Deposit/Withdrawal/Transfer

☐ Deposit Only

Telephone:

Cell Number:

☐ Grant IPAS Access

☐ For additional AUTHORIZED individuals, please check and attach user information to this form.

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT – READ ONLY

In addition, and at the option of the Participant, additional authorized representatives can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.

Printed Name:

Title:

Email:

Telephone:

Cell Number:

2.

Printed Name:

Title:

Email:

Telephone:

Cell Number:

3.

Printed Name:

Title:

Email:

Telephone:

Cell Number:

☐ For additional READ ONLY access individuals, please check and attach user information to this form.



GEORGIA FUND 1
(Local Government Investment Pool “LGIP”)
**Resolution to Authorize Investment
and Designate Representatives**

GF1 Acct# _____
Effective Date* _____

PERIOD OF INVESTMENT

The period in which the initial deposit is currently expected to remain invested in the local government investment pool is a minimum of 30% for no less than 30 days. Subsequent deposits should comply with the LGIP Trust Policy.

DISCLOSURES

Balances are subject to investment risks, including possible loss of principal amount invested and securities that may trade at negative rates.

LGIP deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia, or any other entity.

The Office of State Treasurer (OST) has third-party insurance coverages designed to insure our agency against defense and liability expenses incurred due to loss/damage caused to LGIP participants by our actions. Through the Department of Administrative Services, the State of Georgia may carry various insurance programs for the protection of State Agencies, Authorities, the University System of Georgia, and the Technical College System of Georgia, some of which may be LGIP participants. DOAS may carry cyber-insurance for certain executive branch agencies, as well as crime and employee dishonesty coverage for all State agencies, authorities, and higher education organizations. DOAS does not carry cyber-insurance for other LGIP participants.

Damage caused by local government participants’ actions are not covered by either the State’s cyber-insurance plan or the crime and employee dishonesty plan. DOAS programs are designed to cover the actions of State organizations who participate in the various insurance programs. See OST website (<https://ost.georgia.gov>) for the latest cyber-insurance plan information.

Additional disclosures are included in the LGIP Trust Policy which is periodically updated and is available on the OST website. By authorizing this resolution, the entity acknowledges it has read and understands the LGIP Trust Policy and risks associated with investing in Georgia Fund 1.

BANKING INFORMATION

All withdrawals from the local government investment pool shall be sent via ACH to the following participant’s demand deposit account(s) except for account(s) designated as corporate trust accounts. Wires are typically used for Corporate Trust payments and always used for same-day transactions. (Please see “Instructions for Completing ACH & Wire Information” for more detailed information.)

- **Please verify ACH and Wire instructions with your bank and provide them below.** ACH INSTRUCTIONS MAY VARY FROM YOUR BANK’S WIRING INSTRUCTIONS. IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE, PLEASE PROVIDE CORRESPONDENT BANK INSTRUCTIONS. This will ensure accurate delivery of your funds to the designated bank account.
- If the bank account is not a corporate trust account, please complete both ACH & Wire instructions.

Please complete the following form to add new banking instructions, or to change or delete existing banking instructions.

OST will directly deposit via ACH for all ACH enabled accounts.

To authorize Office of State Treasurer (OST) to withdraw funds via ACH debit from the designated bank account, please select “Yes” below your ACH banking instructions.

Debit authorization may be withdrawn with at least 15-days advance written notice to the Georgia Office of the State Treasurer. I also understand that the OST reserves the right to reverse ACH electronic transfers made in error.



GEORGIA FUND 1
(Local Government Investment Pool “LGIP”)
**Resolution to Authorize Investment
and Designate Representatives**

GF1 Acct# _____
Effective Date* _____

BANKING INSTRUCTIONS

Bank 1:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction
Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 2:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction
Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____



GEORGIA FUND 1
(Local Government Investment Pool “LGIP”)
**Resolution to Authorize Investment
and Designate Representatives**

GF1 Acct# _____
Effective Date* _____

Bank 3:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction
Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 4:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction
Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____



GEORGIA FUND 1
(Local Government Investment Pool “LGIP”)
**Resolution to Authorize Investment
and Designate Representatives**

GF1 Acct# _____
Effective Date* _____

Bank 5:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 6:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
☐ Yes. If there is a debit block on this account, please provide the bank OST’s Company ID: 1581125844.
☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

☐ **For additional BANK ACCOUNTS, please check and attach bank instructions to this form.**



GEORGIA FUND 1

(Local Government Investment Pool “LGIP”)

Resolution to Authorize Investment
and Designate Representatives

GF1 Acct# |

Effective Date*|

SIGNATURE OF HEAD OF GOVERNING AUTHORITY

Changes in the above authorization shall be made by cancellation or a replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received and approved by the Office of the State Treasurer, the above authorized individuals, demand account instructions and statement mailing address(es) shall remain in full force and effect.

Entered at , Georgia this day of 20.

(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

Please select “Option A” **OR** “Option B”

Option A: Notary Certification

NOTARY SEAL

Notary Public Signature:

Notary Public Signature Date:

Commission Expiration Date:

Option B: OST Certification

Head of Governing Authority signatory attestation by OST Personnel:

OST Personnel Name:

OST Personnel Signature:

OST Personnel Signature Date:

MAILING INSTRUCTIONS

If completed manually, please complete and return a signed original to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 656-2993
Toll Free: (800) 222-6748

FOR OFFICE OF THE STATE TREASURER USE ONLY
GF1 Resolution Verification

RESOLUTION VERIFICATION

Acct#:

Agency Name:

Website:

Website Phone:

Confirmed by:

Verified by:

Date & Time:

Identity Validation Method:

BUSINESS CONTACTS & IPAS

Removed from Contacts:

Added to Contacts:

New IPAS Account:

Removed From IPAS:

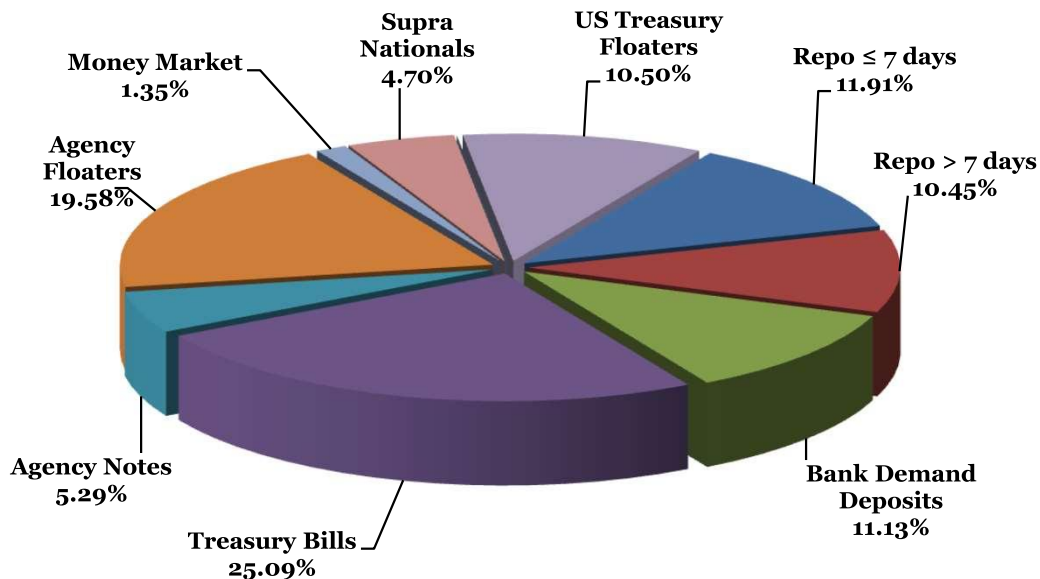
INTERNAL SIGNATURES

Received (FA)	Notary/ OST Certified (IA)	Agency Head (IA)	Verified (IA)	Public Entity (IA)	Accounting	Banking	Contacts (FA)	IPAS (FA)
Email (FA)	Master Log (FA)	Contacts (IA)	IPAS (IA)	Uploaded (FA)			New/Amended Account Approved (Treasurer/Deputy Treasurer)	

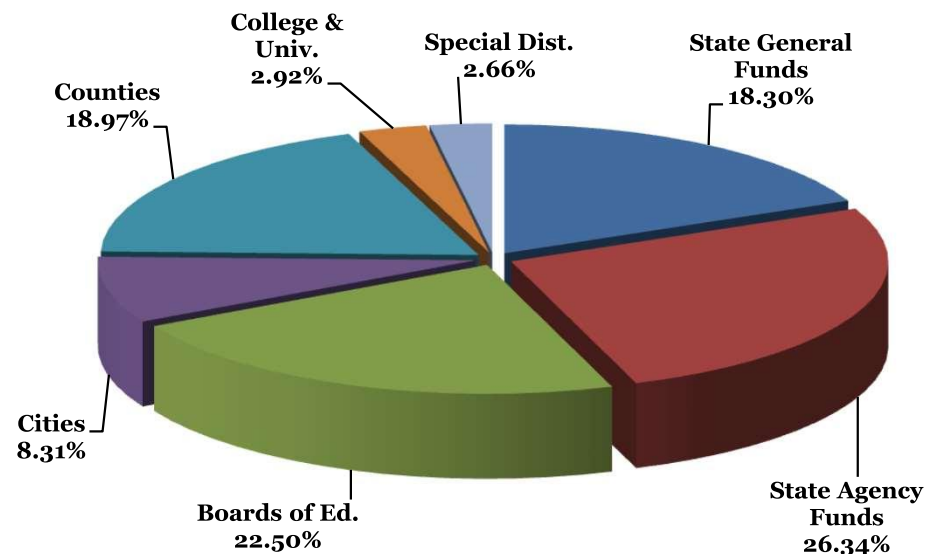
Georgia Fund 1 (GF1)

- O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other eligible entities to invest funds in Georgia Fund 1 (“GF1”). GF1 is managed in trust by the Office of the State Treasurer.
- Eligible participants must complete a resolution authorizing investments to participate in the pool. The resolution and other documents can be found on our website at www.ost.georgia.gov
- GF1 is managed to maintain a constant net asset value (NAV) of \$1.00.
- Yield is calculated on an actual/365-day basis net of administrative fee⁽¹⁾.
- GF1 is rated AA+ by Fitch.
- For the month of September 2023, GF1 participants earned 5.37%⁽²⁾.
- As of September 30, 2023, GF1 assets were \$29 billion.
- As of September 30, 2023, the weighted average maturity (WAM) was 30 days.

Portfolio Composition

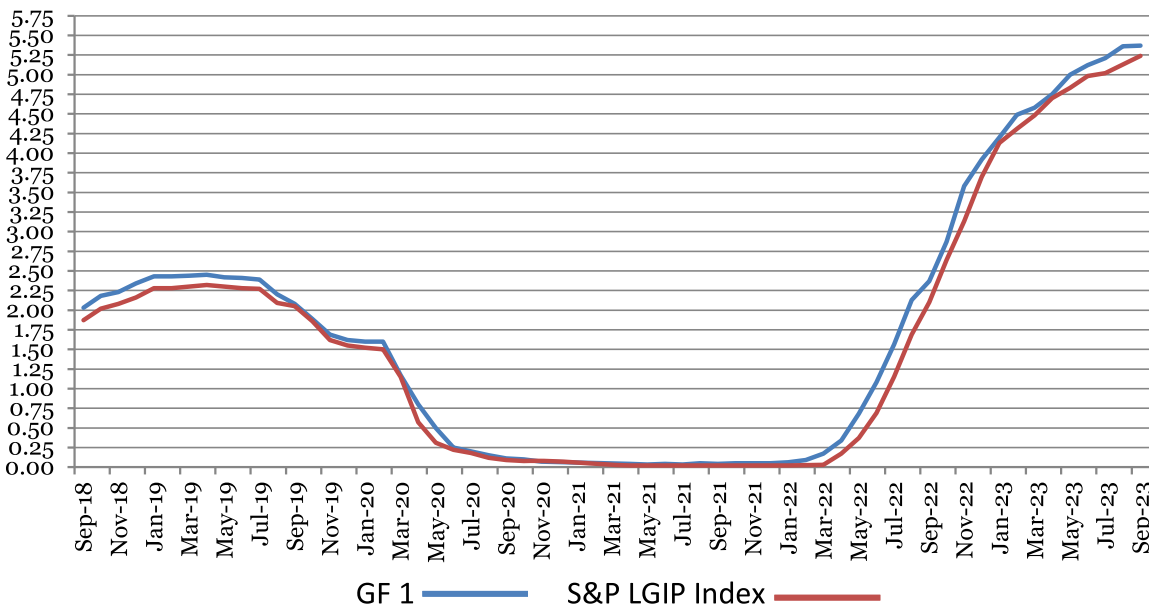


Account Holder Distribution



(1) Current administration fee is 5.5 basis-points. (2) Georgia Fund 1 Yield is calculated on an annualized basis.

Monthly Yield



Portfolio Strategy:

After increasing interest rates by 25 basis point at the July 26th meeting, the Federal Open Market Committee (FOMC) opted to pause at the September 20th meeting. The FOMC is in a data dependent mode and may impose additional tightening if we see a resurgence in inflation. The current consensus is that the FOMC is done and will keep interest rates elevated for a period of time until the data shows that inflation has been tamed.

September employment data beat expectations coming in at +336k versus expectations of +170k. The unemployment rate remained at 3.8%. Inflation remains a problem for the FOMC. After several consecutive monthly declines in the data, inflation started to trend up slightly due to increases in energy and shelter prices. September Headline CPI YoY is expected to come in at +3.6% vs. +3.7% in August and expectations for Headline PPI YoY is +1.6 versus +1.6% in August. Any significant upward divergence from expectations may prompt the FOMC to further increase interest rates.

Overnight General Collateral (GC) Repurchase Agreements averaged a yield of 5.31% in September. Treasury Bill yields averaged 5.37% for 1-month maturities, 5.45% for 3-month maturities, 5.52% for 6-month maturities and 5.42% for 12-month maturities.

Jon Perregaux – Senior Portfolio

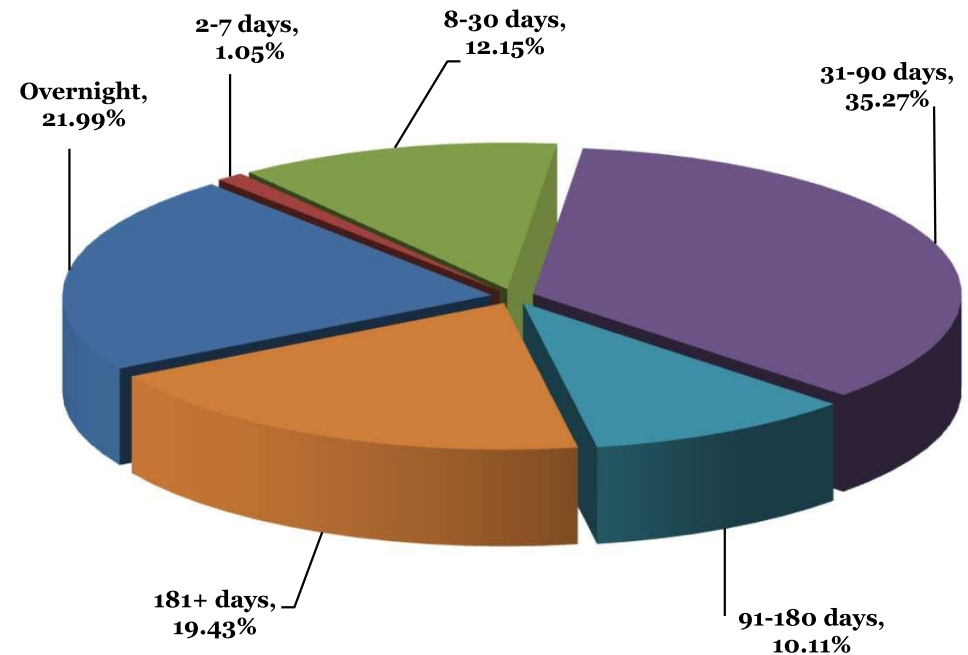
In The News:

Additional information on the Georgia Fund 1 (GF1) holdings can be found on the website at <https://ost.georgia.gov/gf1-holdings-reports>. Holdings are updated quarterly. Other state portfolio holdings are listed on the website, as well.

In order to initiate a deposit or withdrawal from a GF1 account, an authorized user must call our office or log on to the secure Internet Participant Access System (IPAS) before 2:00pm on the business day preceding the day you want funds transferred to or from your account.

For GF1 investment related questions, please direct inquiries to Jon Perregaux, Senior Portfolio Manager, at **404-232-1498** or Jon.Perregaux@treasury.ga.gov.

Maturity Distribution





Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: December 4, 2023

TITLE: Approval of RESOLUTION to Acquire and Ratify the Acquisition of Right of Way and Property Interests from 3239 Cherokee Street needed for the Cherokee Street Improvement Project in exchange for City owned property at 1920 Twelve Oaks Circle.

Summary:

In accordance with Georgia law, O.C.G.A. § 32-3-3, the City is authorized to exchange property for privately owned property needed for transportation improvement projects if the City receives equal or greater value in the exchange. The City proposes to exchange the remnant at 1920 Twelve Oaks Circle (City owned property - 5632 sq. ft.) for the right of way (3837 sq. ft.), temporary construction easement (5254 sq. ft.) and temporary driveway easement (393 sq. ft.) required for the Cherokee Street Improvement Project from the tract at 3239 Cherokee Street. Based on appraisal values and staff evaluation, the City will receive greater or equal value for the Project acquisition from the owners of 3239 Cherokee Street than the owners will for the City-owned remnant of property.

The City-owned property is to be deeded to Harold R. Anderson, Sr. and Patricia M. Anderson and is described in Exhibit A and shown on Exhibit B, of which both exhibits are attached to the Resolution for this Agenda Item. The right of way and property interests needed by the City from the Andersons are described in Exhibit C and shown on Exhibit D, of which both exhibits are attached to the Resolution for this Agenda Item.

Recommendation:

The Public Works Director recommends approval of property exchange.

Fiscal Impact:

310.4228.54.148400.00000 - 2011 SPLOST Cherokee Street

Attachments:

1. RESOLUTION - Parcel 22 Exchange
2. Swap Resolution Exhibits (11-27)

**CITY OF KENNESAW
GEORGIA**

**RESOLUTION NO. 2023- _____, 2023
CITY OF KENNESAW
GEORGIA**

RESOLUTION TO APPROVE THE EXCHANGE OF PROPERTY AT 1920 TWELVE OAKS CIRCLE FOR FEE SIMPLE RIGHT OF WAY AND TEMPORARY EASEMENTS NEEDED FROM THE PROPERTY OF HAROLD R. ANDERSON, SR. AND PATRICIA M. ANDERSON AT 3239 CHEROKEE STREET FOR THE CHEROKEE STREET IMPROVEMENT PROJECT.

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

WHEREAS, in accordance with Georgia law, O.C.G.A § 32-3-3, the City is authorized to acquire privately owned property interests needed for transportation improvement projects in exchange for City owned property so long as the property acquired by the City is of equal or greater value than the City owned property; and

WHEREAS, the City will acquire right of way (3837 square feet), a temporary construction easement (5254 square feet) and a temporary driveway easement (393 square feet) from the property at 3239 Cherokee Street owned by Harold R. Anderson, Sr. and Patricia M. Anderson for the Cherokee Street Improvement Project ("Project Property"), as described in Exhibit C and shown on Exhibit D both attached hereto and incorporated herein by reference; and

WHEREAS, the City and the Andersons seek to exchange the Project Property for the tract at 1920 Twelve Oaks Circle owned by the City (5632 square feet) and described in Exhibit A and shown on Exhibit B both attached hereto ("City Property") and incorporated herein by reference; and

WHEREAS, the value of the Project Property is of equal or greater value than the City Property; and

WHEREAS, the City will convey the City Property by quit-claim deed to the Andersons;

BE IT RESOLVED the Kennesaw City Council authorizes and ratifies the above-described property exchange as follows:

- a. The City Property described in Exhibits A and B shall be conveyed by quit-claim deed from the City to Harold R. Anderson, Sr. and Patricia M. Anderson.

- b. The exchange and conveyances authorized herein are contingent on the value of the Project Property being of equal or greater value than the City Property.
- c. The quit-claim deed is to be delivered to the Andersons at such time as they execute and deliver the right of way deed and temporary easements to the City for the acquisition needed for the Cherokee Street project.
- d. The Mayor is authorized to sign the quit-claim deed for the City Property.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _____, 2023.

ATTEST:	CITY OF KENNESAW
_____ Lea Alvarez, City Clerk	_____ Derek Easterling, Mayor

EXHIBIT A
Legal Description for:
City of Kennesaw Swap to Harold R & Patricia M Anderson
1920 Twelve Oaks Circle
PID: 20012901610

All that tract or parcel of land lying and being in Land Lot 129, Land District 20, City of Kennesaw, Cobb County, Georgia, and shown as PARCEL 020 in design plans titled Right of Way Proposed Cherokee Street Widening being prepared by Croy Engineering, Marietta, Georgia, dated July 11, 2023, and Project NO. 1260.09 and being more particularly described as follows:

COMMENCING at a point on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W), said point being located at Station 501 + 65.79 and offset 23.50 feet left of the centerline of Twelve Oaks Circle and being known as the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING departing said Right-of-way North 36 degrees 22 minutes 18 seconds East for a distance of 120.68 feet, to a point;

THENCE, North 83 degrees 39 minutes 09 seconds East for a distance of 22.12 feet to a point;

THENCE, South 02 degrees 41 minutes 37 seconds West for a distance of 70.69 feet to a point located on the Westerly Right-of-way of Cherokee Street (R/W Varies);

THENCE, along said Westerly Right-of-way of Cherokee Street the following courses and distances: on a curve whose arc length is 40.05 and whose radius is 3350.50 feet to the left, said curve being subtended by a chord bearing of South 32 degrees 23 minutes 46 seconds West and a chord length of 40.05 feet to a point located at the intersection of the Westerly Right-of-way of Cherokee Street and the Northerly Right-of-way of Twelve Oaks Circle;

THENCE, along said Northerly Right-of-way the following courses and distances: South 68 degrees 23 minutes 47 seconds West for a distance of 20.23 feet to a point;

THENCE, North 76 degrees 12 minutes 51 seconds West for a distance of 51.45 feet to the POINT OF BEGINNING.

The herein described parcel contains 5632 Square Feet or 0.129 acres of land. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT B

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER
1260.09	COBB	1260.09

INSERT

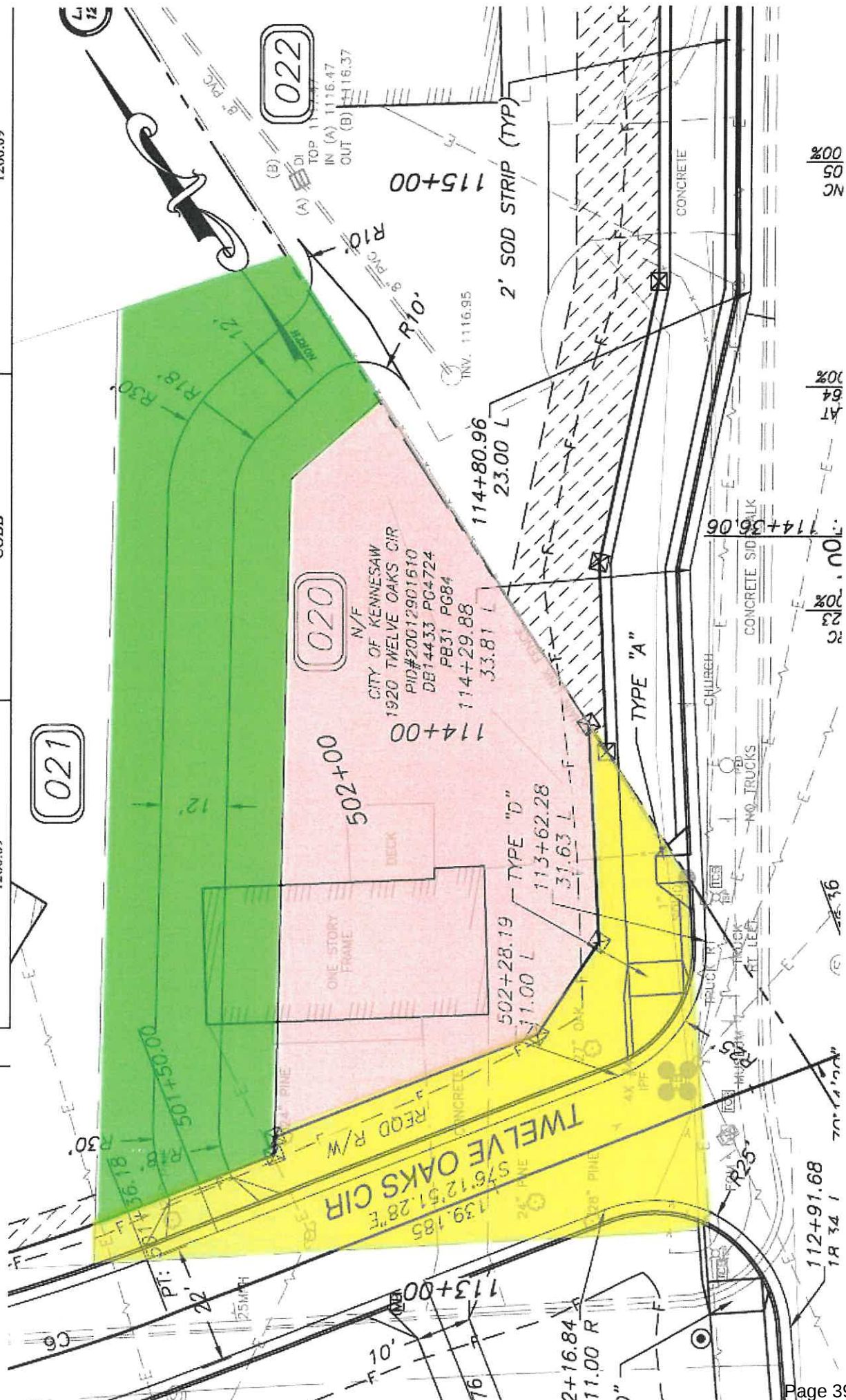


Exhibit C – p.1
Required Right-of-Way for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision being July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE continuing along said right-of-way and said common property line, on a bearing of South 02 degrees 41 minutes 37 seconds West for a distance of 6.66 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING continuing along said right-of-way and said common property line on a bearing North 02 degrees 41 minutes 37 seconds East, for a distance of 6.66 feet to a point;

THENCE leaving said right-of-way and continuing along said common property line on a bearing North 02 degrees 41 minutes 37 seconds East, for a distance of 27.49 feet to a point on the proposed right of way for Cherokee Street;

THENCE leaving said common property line and following said proposed right-of-way, along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point;

THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 25.03 feet to a point on the common property line with now or formerly Lois Brown;

Exhibit C – p.2

THENCE following said proposed right-of-way and said common property line on a bearing South 70 degrees 14 minutes 15 seconds East, for a distance of 12.47 feet to a point;

THENCE leaving said proposed right-of-way and continuing along said common property line on a bearing South 70 degrees 14 minutes 15 seconds East, for a distance of 12.47 feet to a point on the existing right-of-way of Cherokee Street;

THENCE leaving said common property line and following the existing right-of-way of Cherokee Street on a bearing South 35 degrees 46 minutes 34 seconds West, for a distance of 200.32 feet to a point;

THENCE on a bearing South 35 degrees 40 minutes 45 seconds West, for a distance of 109.85 feet back to the POINT OF BEGINNING.

The herein described required right-of-way contains 3,837 Square Feet or 0.088 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit C – p.3
Required Temporary Easement #2 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 129 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE continuing along said right-of-way and said common property line, on a bearing of North 02 degrees 41 minutes 37 seconds East, for a distance of 27.49 feet to a point on the proposed right of way for Cherokee Street, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way and continuing along said common property line on a bearing North 02 degrees 41 minutes 37 seconds East for a distance of 77.80 feet to a point;

THENCE on a bearing of North 02 degrees 40 minutes 45 seconds East for a distance of 30.31 feet to a point;

THENCE on a bearing of North 58 degrees 35 minutes 04 seconds East for a distance of 4.65 feet to a point;

THENCE on a bearing South 06 degrees 20 minutes 51 seconds East for a distance of 20.40 feet to a point;

THENCE on a bearing of South 05 degrees 12 minutes 44 seconds West for a distance of 25.21 feet to a point;

THENCE on a bearing of South 80 degrees 57 minutes 39 seconds East for a distance of 18.40 feet to a point;

THENCE on a bearing of North 41 degrees 33 minutes 24 seconds East for a distance of 17.92 feet to a point;

Exhibit C – p.4

THENCE on a bearing of North 35 degrees 08 minutes 52 seconds East for a distance of 90.54 feet to a point;

THENCE on a bearing of North 38 degrees 24 minutes 59 seconds East for a distance of 56.29 feet to a point;

THENCE on a bearing of South 54 degrees 51 minutes 08 seconds East for a distance of 17.86 feet to a point located on the westerly side of the proposed right-of-way of Cherokee Street (variable right-of-way);

THENCE along said right-of-way on a bearing of South 35 degrees 08 minutes 52 seconds West for a distance of 144.77 feet to a point;

THENCE on a bearing of South 47 degrees 04 minutes 21 seconds West for a distance 52.55 feet to a point;

THENCE along the arc of a curve to the right, having a radius of 3347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing of South 32 degrees 56 minutes 52 seconds West, for a distance of 34.85 feet back to the POINT OF BEGINNING.

The herein described Required Temporary Easement contains 4,910 Square Feet or 0.113 Acres of land, more or less. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit C – p.5
Required Temporary Easement #4 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE leaving said existing right-of-way and following said common property line on a bearing of North 02 degrees 41 minutes 37 seconds East for a distance of 27.49 feet to a point on the proposed right-of-way of Cherokee Street; THENCE leaving said common property line and following said proposed right-of-way along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point; THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way on a bearing North 54 degrees 51 minutes 08 seconds West, for a distance of 15.00 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 20.90 feet to a point on the common property line with now or formerly Lois Brown;

THENCE following said common property line on a bearing of South 70 degrees 14 minutes 15 seconds East, for a distance of 15.56 feet to a point on the proposed right-of-way of Cherokee Street;

THENCE leaving said common property line and following said proposed right-of-way on a bearing South 35 degrees 08 minutes 52 seconds West, for a distance of 25.03 back to the POINT OF BEGINNING.

The herein described temporary construction easement contains 344 Square Feet or 0.008 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit C – p.6
Required Driveway Easement #3 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE leaving said existing right-of-way and following said common property line on a bearing of North 02 degrees 41 minutes 37 seconds East for a distance of 27.49 feet to a point on the proposed right-of-way of Cherokee Street; THENCE leaving said common property line and following said proposed right-of-way along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point; THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way on a bearing North 54 degrees 51 minutes 08 seconds West, for a distance of 17.86 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point;

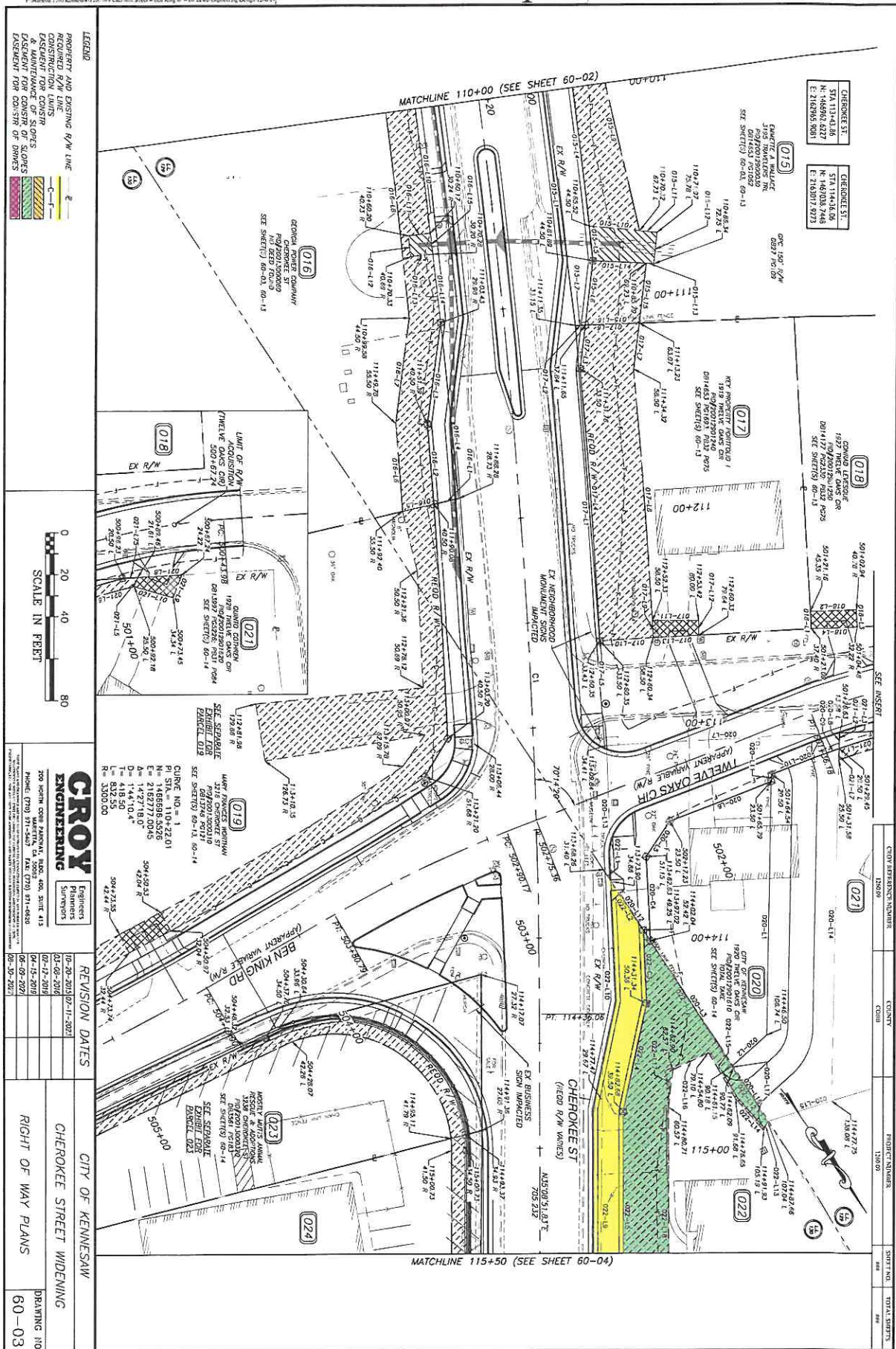
THENCE on a bearing South 54 degrees 51 minutes 08 seconds East, for a distance of 2.86 feet to a point;

THENCE on a bearing South 54 degrees 51 minutes 08 seconds East, for a distance of 15.00 feet to a point;

THENCE on a bearing South 35 degrees 08 minutes 52 seconds West, for a distance of 22.00 back to the POINT OF BEGINNING.

The herein described driveway easement contains 393 Square Feet or 0.009 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT D - p.1



MATCHLINE 121+00 (SEE SHEET 60-05)



Page 48 of 71



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: December 4, 2023

TITLE: Approval of RESOLUTION for the Real Estate Exchange Agreement between the City of Kennesaw and Harold R. Anderson, Sr. and Patricia M. Anderson. This agreement outlines the duties and obligations of the parties with respect to the exchange of City owned property at 1920 Twelve Oaks Circle for property interests from 3239 Cherokee Street needed for the Cherokee Street Improvement Project.

Summary:

In accordance with Georgia law, O.C.G.A. § 32-3-3, the City is authorized to exchange City owned property for privately owned property needed for transportation improvement projects if the City receives equal or greater value in the exchange. The property sought by the City from 3239 Cherokee Street is of equal or greater value than the City owned property at 1920 Twelve Oaks Circle. The City proposes to exchange the City owned parcel remnant at 1920 Twelve Oaks Circle for the right of way and temporary easements needed for the Cherokee Street Improvement Project. The parties have negotiated an exchange agreement which outlines the respective duties and obligations of the parties as to the property exchange, site improvements, clearing, grading and re-sodding.

The City will close one of the Andersons' current driveway at 3239 Cherokee Street and reconstruct a new driveway from the Anderson residence across the Twelve Oaks remnant to Twelve Oaks Circle. The new driveway will serve as the primary means of access to and from the Anderson property. The City will also clear improvements and trees from the Twelve Oaks Circle remnant and the temporary construction easement area on the Anderson property and then grade, stabilize and re-sod both areas. The City proposes to deed the Twelve Oaks Circle remnant and the new driveway to the Andersons who will in turn convey by deed the right of way and easements needed from their property for the Cherokee Street Project. The parties have agreed to close the property exchange within twenty days of the date of the Agreement.

Recommendation:

The Public Works Director recommends approval of property exchange.

Fiscal Impact:

310.4228.54.148400.00000 2011 SPLOST Cherokee Street

Attachments:

1. RESOLUTION - Parcel 22 Exchange Agreement - FINAL (part 2)
2. Resolution Exhibit A (part 2)

**CITY OF KENNESAW
GEORGIA**

**RESOLUTION NO. 2023-_____, 2023
CITY OF KENNESAW
GEORGIA**

RESOLUTION TO APPROVE THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE CITY OF KENNESAW AND HAROLD R. ANDERSON, SR. AND PATRICIA M. ANDERSON OUTLINING THE DUTIES AND OBLIGATIONS OF THE PARTIES AS TO THE EXCHANGE OF PROPERTY AT 1920 TWELVE OAKS CIRCLE FOR PROPERTY INTERESTS FROM 3239 CHEROKEE STREET NEEDED FOR THE CHEROKEE STREET IMPROVEMENT PROJECT.

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

WHEREAS, in accordance with Georgia law, O.C.G.A § 32-3-3, the City is authorized to acquire privately owned property interests needed for transportation improvement projects in exchange for City owned property so long as the property acquired by the City is of equal or greater value than the City owned property; and

WHEREAS, the City will acquire fee simple right of way and temporary easements from the property at 3239 Cherokee Street owned by Harold R. Anderson, Sr. and Patricia M. Anderson for the Cherokee Street Improvement Project ("Project Property"); and

WHEREAS, the City will exchange the property remnant it owns at 1920 Twelve Oaks Circle for the Project Property in lieu of a cash payment to the Andersons; and

WHEREAS, the value of the Project Property is of equal or greater value than the City Property; and

WHEREAS, the City will make certain site improvements to the Anderson property and the Twelve Oaks remnant including the construction of a new driveway to serve as access for the Anderson property; and

WHEREAS, the City will clear, stabilize and re-grass areas on the Anderson property disturbed by Project construction activities; and

WHEREAS, the Parties seek to outline not only these but their other respective obligations and duties as to the property exchange and the Project in an agreement between them; and

WHEREAS, a copy of the proposed Agreement between the parties is attached hereto as Exhibit A to this Resolution:

BE IT RESOLVED the Kennesaw City Council approves, authorizes and ratifies the Real Estate Exchange Agreement between the City and Harold R. Anderson, Sr. and Patricia M. Anderson, memorializing the property exchange and outlining the duties and obligations of the Parties as to such exchange, and further authorizes the Mayor to sign such Agreement on behalf of the City.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _____, 2023.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

EXHIBIT A

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between **the City of Kennesaw, Georgia, a political subdivision of the State of Georgia** (hereinafter referred to as the "City") and **Harold Richard Anderson, Sr. and Patricia M. Anderson**, (hereinafter collectively referred to as the "Andersons"). The Andersons and the City are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, as joint tenants with right of survivorship, the Andersons are the owners of approximately 0.567 acres of real property and improvements located at 3239 Cherokee Street in the City of Kennesaw, Cobb County, Georgia (hereinafter referred to as the "Anderson Property"); and

WHEREAS, the City is in the process of acquiring right of way and easements to allow it to make certain improvements to and widen Cherokee Street between McCollum Parkway and Shirley Drive (hereinafter referred to as the "Cherokee Street Widening Project"); and

WHEREAS, as a part of said acquisitions, the City approached the Andersons in the Spring of 2019 and proposed to acquire certain right of way and easements from the Anderson Property; and

WHEREAS, the Anderson Property currently accesses the public road system by way of an existing driveway that fronts on Cherokee Street; and

WHEREAS, the City is the owner of the real property and improvements located at 1920 Twelve Oaks Circle, which is located immediately adjacent to and to the south and west of the Anderson Property; and

WHEREAS, as a part of the Cherokee Street Widening Project, the City has proposed that the existing driveway on the Anderson Property be closed, and that access instead be afforded to the public road system by way of a new driveway onto Twelve Oaks Circle that would traverse the City's 1920 Twelve Oak Circle Property; and

WHEREAS, in lieu of the cash payment originally offered by the City to the Andersons for the required right of way and easements, the Parties have agreed instead that they will exchange certain property and that the City will make certain improvements to the Anderson Property and the Swap Property (as defined in Paragraph 3) as hereinafter set out.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) in hand paid by the City to the Andersons, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the City and the Andersons agree as follows:

1.

The foregoing recitals are incorporated herein by this reference as if repeated verbatim.

2.

The City has identified an 0.088-acre (3,837 square feet) tract of the Anderson Property that it requires to acquire fee simple title to and an 0.121-acre (5,254 square feet) tract of the Anderson Property that it requires a temporary construction easement over and an 0.009-acre (393 square feet) tract of the Anderson Property that it requires a temporary driveway easement over all in order to construct and maintain the proposed Cherokee Street Widening Project. The foregoing right of way and temporary easements are more particularly described and depicted on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference. Said right of way and temporary easements are hereinafter referred to as the "Anderson Right of Way" and the "Anderson Temporary Easements," respectively.

3.

During their negotiations relating to the City's proposed acquisition of the Anderson Right of Way and the Anderson Temporary Easements, the Parties identified a substantial portion of the 1920 Twelve Oaks Circle Property that will not be required by the City to complete the Cherokee Street Widening Project. Said remainder of the 1920 Twelve Oaks Circle Property is hereinafter referred to as the "Swap Parcel" and is more particularly shown and depicted on and described by Exhibit "D" attached hereto and incorporated herein by this reference.

4.

In lieu of payment of money for the Anderson Right of Way and the Anderson Temporary Easements, the Parties agree that they will exchange the Swap Parcel for the Anderson Right of Way and the Anderson Temporary Easements; provided, however, the Parties are in further agreement that the City will make the following improvements to the Anderson Property and the Swap Parcel:

- a. The City shall remove the house and other improvements including storage sheds/structures/outbuildings from the City Swap Parcel.
- b. The City agrees to remove all trees from the Swap Parcel.
- c. The City shall clear and grade and, to the extent necessary, fill and compact the Swap Parcel in areas thereon disturbed as part of construction of the Cherokee Street Widening Project and as part of construction of the new driveway on the Swap Parcel. Said driveway shall be a minimum of twelve feet wide, shall be located no closer than ten (10) feet to the adjacent property, and shall be poured with no less than four inches of reinforced concrete. Tapers shall be included on Twelve Oaks Circle to provide for ease of access thereto by vehicles and trailers from the Swap Parcel. The location and contours of said new driveway shall be as shown and depicted on Exhibit "E" attached hereto and incorporated herein by this reference.

- d. The City does not own or control the electric power pole situated on the Swap Parcel. The City will nevertheless notify the electricity utility provider which owns the power pole on the Swap Parcel that the house currently situated on the property is to be removed as part of the Cherokee Street Widening Project. The City will request that the electricity utility provider relocate the power pole off the Swap Parcel. The City, however, cannot guarantee any removal, relocation or placement of such power pole. Pole placement and location will be determined by the respective electricity utility provider.
- e. Upon removal of the Anderson's existing driveway, the City shall compact and grade said area to correspond with the grade on either side thereof and shall sod that area with bermuda grass. All other areas of the Anderson Property and the Swap Parcel disturbed by construction activities of the Cherokee Street Widening Project shall be properly filled and compacted and shall be stabilized with grass.
- f. The work to be done on the Swap Property, including the installation of the new driveway, shall be completed before access to the Anderson Property by way of the existing driveway is impaired and the City agrees that its rights to make use of the Anderson Temporary Easements are expressly conditioned upon the City having first completed the foregoing work on the Swap Property, including (but not limited to) the installation of the driveway to Twelve Oaks Circle and the specific site grading work required for such driveway installation. When completed, the modified Anderson driveway shall be as described in subparagraph 4c above and on Exhibit "E" attached hereto and incorporated herein by this reference.
- g. When the construction work on the Anderson Property and Swap Property has been completed, the City shall, at its expense, cause an as-built survey to be made of the modified Anderson Property (taking into account the conveyance of the Anderson Right of Way and the addition of the Swap Parcel to show the new property lines and shall have the surveyor install pins on all property corners. Said new survey shall be suitable for submission to the Cobb County Mapping Department so that the Cobb County Tax Assessor can properly reflect the new property lines.
- h. The City shall compensate the Andersons in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) for all landscaped areas on the Anderson Property lost or impacted by the Cherokee Street Widening Project. The Andersons alone shall be responsible for any and all removal and/or relocation of any landscaping or planted materials situated within the Anderson Right of Way or the Anderson Temporary Easements. The City agrees to give the Andersons not less than thirty (30) days' notice before they begin work on the right of way and easements being conveyed to the City by this Agreement so that the Anderson can remove and/or relocate the landscaping from said property.

5.

The Andersons shall be responsible for payment of any City or County property taxes payable with respect to the Anderson Property for the 2023 and prior tax years. The City shall be

responsible for payment of any City or County property taxes with respect to the City Swap Parcel for the 2023 and prior tax years.

6.

Closing shall take place not later than twenty (20) days from the Effective Date of this Agreement. The Parties' obligation to close under this Agreement shall be conditioned on the following:

- a. The Andersons shall be able to convey good title to the Anderson Right of Way and Anderson Temporary Easements free and clear of any deed to secure debt, security deed or other monetary encumbrances or title impediments.
- b. The City shall be able to convey good title to the City Swap Parcel free and clear of any deed to secure debt, security deed or other monetary encumbrances or title impediments.
- c. If any of the foregoing conditions has not been satisfied by the Closing Date then the Party who is slated herein to receive the encumbered property may, at its option, either: (i) terminate this Agreement on written notice to the other party, in which case the Parties shall have no further rights or obligations under this Agreement except those rights and obligations, if any, which expressly survive termination hereto; (ii) extend the Closing for a reasonable time (not to exceed 120 days) in which to seek to satisfy the unresolved condition(s); or (iii) waive the unresolved condition(s) and proceed to closing. If the affected Party chooses option (ii) and the condition(s) remains unresolved at the end of the extended time, then the Party for whose benefit the condition was established may choose either option (i) or (iii) above.

7.

The City shall be responsible for payment of any and all closing costs and expenses associated with the property exchange that is contemplated by this Agreement, including (but not limited to) any transfer taxes that may be payable on account thereof. Each Party shall pay its own attorneys' fees.

8.

As a material inducement to the other Party to enter into this Agreement, the Andersons and the City hereby represent, warrant and covenant to the other that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date:

- a. The Parties signing this Agreement are duly authorized to enter into this Agreement and have full power and authority to consummate the transaction described herein.
- b. Execution and performance of this Agreement, and the consummation of the transaction contemplated hereby, to the best of the undersigned's knowledge, will not result in any breach or violation of any of the terms or the provisions of or constitute a

default under, any indenture, deeds of trust, mortgage, note, or other agreement or instrument by which the undersigned is or will be bound.

- c. Neither the entering into of this Agreement nor the consummation of the transaction herein described, to the best of the Parties' knowledge, will constitute or result in a violation or breach by the undersigned of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the undersigned's actual knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the subject real properties, or any portion thereof, or which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.
- D. The undersigned have not received actual notice of any litigation or proceeding pending or, to the knowledge of undersigned, threatened against or relating to the undersigned or the subject properties, nor does the undersigned know or have reasonable grounds to know of any basis for any such action.
- e. There are no non-cancelled leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to the Anderson Right of Way, the Anderson Temporary Easements or the Swap Parcel or any improvements located thereon or that otherwise give rights with regard to use of these properties or any improvements located thereon.

9.

As a material inducement to the other Party entering into this Agreement and as a condition to their obligations hereunder, each Party agrees that between the Effective Date and Closing, said Party shall:

- a. Perform all obligations as owner of the properties, including compliance with all laws and ordinances affecting ownership of same;
- b. Not enter into or amend, any leases or service agreements, or amend any agreements already in existence as of the Effective Date, without first obtaining the other Party's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.
- c. Without first obtaining the other Party's consent thereto, the Parties shall not transfer or encumber any interest in the properties that are the subject matter of this Agreement.

10.

Except as is otherwise provided herein, the Anderson Right of Way, the Anderson Temporary Easements and the Swap Parcel shall be conveyed to the other Party "where is, as is"

provided, however, the condition of same shall be in substantially the condition that it is in as of the Effective Date of this Agreement.

11.

The Parties each represent to and assure the other Party that there are no real estate brokers or agents involved in this transaction and that no person or entity is entitled to be paid a commission, finder's fee or other remuneration which respect to the transactions which are contemplated by this Agreement. If a person or entity hereafter claims to be owed compensation in contravention of the foregoing, the Party with whom or on behalf of whom said person or entity claims to have worked agrees to indemnify and hold the other Party harmless and agrees to defend the other Party from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity. This indemnity shall survive the termination or Closing of this Agreement.

12.

This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

13.

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

14.

All notices shall be in writing and shall be deemed to have been properly given on the date when the notice is: (i) delivered in person, (ii) delivered by Federal Express, Express Mail or other overnight delivery service, or (iii) transmitted by electronic mail to the email address for each party set forth below.

The Andersons: Mr. and Mrs. H. Richard Anderson
 3239 Cherokee Street
 Kennesaw, GA 30156

With a copy to: SAMS, LARKIN & HUFF, LLP
 376 Powder Springs Street, Suite 100
 Marietta, Georgia 30060
 Attn: Garvis L. Sams, Jr. Esq.
 E-Mail: gsams@slhb-law.com

The City: Jeff Drobney, City Manager
2529 J. O. Stephenson Avenue
Kennesaw, Georgia 30144
E-Mail: JDrobney@kennesaw-ga.gov

With a copy to: Randall Bentley, City Attorney
Bentley, Bentley & Bentley
240 Washington Avenue
Marietta, Georgia 30060
E-Mail: Randall@thebentleyfirm.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address, changed facsimile number, or changed electronic mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address, or electronic mail address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address, changed facsimile number, or electronic mail address.

15.

Liability for the obligations and commitments of Parties made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, the breach of this Agreement by one or more of the parties, the Closing and the delivery of the Closing documents, and/or the lapse of this Agreement without a Closing, except as otherwise specifically agreed to herein. Except as otherwise provided herein, all other representations, warranties, covenants, agreements, obligations and commitments of the Parties under this Agreement shall survive the Closing and the delivery of the Closing Documents, and none of such representations, warranties, covenants, agreements, obligations or commitments shall merge with the transfer of title to the Property.

16.

Self-Help. If the City fails to timely abide by any of its obligations herein with respect to improvements to be made to the Anderson Property, as expanded by the Swap Parcel, and fails to cure said default within ten (10) days after receipt of a written noticed of default from the Andersons, then the Andersons may (but shall not be required to) make such improvements on its own behalf in which case the City agrees to reimburse the Andersons the reasonable and customary cost thereof upon proof that the Andersons have incurred and paid such cost.

17.

- a. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive and not the conflicts laws of the State of Georgia.
- b. Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

- c. Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.
- d. Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between the Parties which relate to the Cherokee Street Project and/or the Anderson Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.
- e. Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.
- f. Attorneys' Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.
- g. TIME IS OF THE ESSENCE OF THIS AGREEMENT.
- h. Electronic Signature/Multiple Counterparts. For purposes of negotiating, executing and amending this Agreement, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Agreement. In addition, this agreement may be executed in multiple counterparts, each of which together shall constitute one and the same agreement and which shall together be fully binding on the parties hereto.

(continued on following page)

IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

_____(SEAL)
PATRICIA M. ANDERSON

Notary Public
My commission expires:

[NOTARY SEAL]

Signed, sealed, and delivered in the
presence of:

Unofficial Witness

_____(SEAL)
HAROLD RICHARD ANDERSON, SR.

Notary Public
My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of:

Unofficial Witness

THE CITY OF KENNESAW, GEORGIA
A political subdivision
of the State of Georgia

Notary Public

My commission expires:

[NOTARY SEAL]

By: _____
Name: _____
Title: _____

Attest: _____
City Clerk

[CITY SEAL]

Exhibit List:

Exhibit "A"	Description of Anderson Right of Way to be conveyed
Exhibit "B"	Description of Anderson Temporary Construction Easement to be given
Exhibit "C"	Description of Anderson Temporary Driveway Easement to be given
Exhibit "D"	Description of City Swap Property to be conveyed to the Andersons
Exhibit "E"	Plat/plan drawing showing new driveway location

Exhibit A – p.1
Required Right-of-Way for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision being July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE continuing along said right-of-way and said common property line, on a bearing of South 02 degrees 41 minutes 37 seconds West for a distance of 6.66 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING continuing along said right-of-way and said common property line on a bearing North 02 degrees 41 minutes 37 seconds East, for a distance of 6.66 feet to a point;

THENCE leaving said right-of-way and continuing along said common property line on a bearing North 02 degrees 41 minutes 37 seconds East, for a distance of 27.49 feet to a point on the proposed right of way for Cherokee Street;

THENCE leaving said common property line and following said proposed right-of-way, along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point;

THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 25.03 feet to a point on the common property line with now or formerly Lois Brown;

Exhibit A – p.2

THENCE following said proposed right-of-way and said common property line on a bearing South 70 degrees 14 minutes 15 seconds East, for a distance of 12.47 feet to a point;

THENCE leaving said proposed right-of-way and continuing along said common property line on a bearing South 70 degrees 14 minutes 15 seconds East, for a distance of 12.47 feet to a point on the existing right-of-way of Cherokee Street;

THENCE leaving said common property line and following the existing right-of-way of Cherokee Street on a bearing South 35 degrees 46 minutes 34 seconds West, for a distance of 200.32 feet to a point;

THENCE on a bearing South 35 degrees 40 minutes 45 seconds West, for a distance of 109.85 feet back to the POINT OF BEGINNING.

The herein described required right-of-way contains 3,837 Square Feet or 0.088 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT B – p.1
Required Temporary Easement #2 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 129 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE continuing along said right-of-way and said common property line, on a bearing of North 02 degrees 41 minutes 37 seconds East, for a distance of 27.49 feet to a point on the proposed right of way for Cherokee Street, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way and continuing along said common property line on a bearing North 02 degrees 41 minutes 37 seconds East for a distance of 77.80 feet to a point;

THENCE on a bearing of North 02 degrees 40 minutes 45 seconds East for a distance of 30.31 feet to a point;

THENCE on a bearing of North 58 degrees 35 minutes 04 seconds East for a distance of 4.65 feet to a point;

THENCE on a bearing South 06 degrees 20 minutes 51 seconds East for a distance of 20.40 feet to a point;

THENCE on a bearing of South 05 degrees 12 minutes 44 seconds West for a distance of 25.21 feet to a point;

THENCE on a bearing of South 80 degrees 57 minutes 39 seconds East for a distance of 18.40 feet to a point;

THENCE on a bearing of North 41 degrees 33 minutes 24 seconds East for a distance of 17.92 feet to a point;

EXHIBIT B – p.2

THENCE on a bearing of North 35 degrees 08 minutes 52 seconds East for a distance of 90.54 feet to a point;

THENCE on a bearing of North 38 degrees 24 minutes 59 seconds East for a distance of 56.29 feet to a point;

THENCE on a bearing of South 54 degrees 51 minutes 08 seconds East for a distance of 17.86 feet to a point located on the westerly side of the proposed right-of-way of Cherokee Street (variable right-of-way);

THENCE along said right-of-way on a bearing of South 35 degrees 08 minutes 52 seconds West for a distance of 144.77 feet to a point;

THENCE on a bearing of South 47 degrees 04 minutes 21 seconds West for a distance 52.55 feet to a point;

THENCE along the arc of a curve to the right, having a radius of 3347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing of South 32 degrees 56 minutes 52 seconds West, for a distance of 34.85 feet back to the POINT OF BEGINNING.

The herein described Required Temporary Easement contains 4,910 Square Feet or 0.113 Acres of land, more or less. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit B – p.3
Required Temporary Easement #4 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE leaving said existing right-of-way and following said common property line on a bearing of North 02 degrees 41 minutes 37 seconds East for a distance of 27.49 feet to a point on the proposed right-of-way of Cherokee Street; THENCE leaving said common property line and following said proposed right-of-way along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point; THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way on a bearing North 54 degrees 51 minutes 08 seconds West, for a distance of 15.00 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 20.90 feet to a point on the common property line with now or formerly Lois Brown;

THENCE following said common property line on a bearing of South 70 degrees 14 minutes 15 seconds East, for a distance of 15.56 feet to a point on the proposed right-of-way of Cherokee Street;

THENCE leaving said common property line and following said proposed right-of-way on a bearing South 35 degrees 08 minutes 52 seconds West, for a distance of 25.03 back to the POINT OF BEGINNING.

The herein described temporary construction easement contains 344 Square Feet or 0.008 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT C
Required Driveway Easement #3 for Parcel 22:
Harold R. & Patricia M. Anderson

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3239 Cherokee Street, and referenced as Parcel 22 on Cherokee Street Widening Right-of-Way plans prepared by Croy Engineering for City of Kennesaw dated June 1st, 2015, with latest revision dated July 11th, 2023, and also being more particularly described as follows:

COMMENCING at the existing intersection of the westerly right-of-way of Cherokee Street (variable right-of-way) and the northerly right-of-way of 12 Oaks Circle (50 foot right-of-way); THENCE northerly along the existing right-of-way of Cherokee Street on a bearing of North 33 degrees 07 minutes 01 seconds East for a distance of 64.73 feet, to a point on the common property line with now or formerly the City of Kennesaw (said common property line being a portion of the west line of land lot 130); THENCE leaving said existing right-of-way and following said common property line on a bearing of North 02 degrees 41 minutes 37 seconds East for a distance of 27.49 feet to a point on the proposed right-of-way of Cherokee Street; THENCE leaving said common property line and following said proposed right-of-way along the arc of a curve to the right, having a radius of 3,347.50 feet, an arc length of 34.85 feet, and whose chord lies on a bearing North 32 degrees 56 minutes 52 seconds East, for a distance of 34.85 feet to a point; THENCE on a bearing North 47 degrees 04 minutes 21 seconds East, for a distance of 52.55 feet to a point; THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 144.77 feet to a point, said point is also the POINT OF BEGINNING.

THENCE from the POINT OF BEGINNING leaving said proposed right-of-way on a bearing North 54 degrees 51 minutes 08 seconds West, for a distance of 17.86 feet to a point;

THENCE on a bearing North 35 degrees 08 minutes 52 seconds East, for a distance of 22.00 feet to a point;

THENCE on a bearing South 54 degrees 51 minutes 08 seconds East, for a distance of 2.86 feet to a point;

THENCE on a bearing South 54 degrees 51 minutes 08 seconds East, for a distance of 15.00 feet to a point;

THENCE on a bearing South 35 degrees 08 minutes 52 seconds West, for a distance of 22.00 back to the POINT OF BEGINNING.

The herein described driveway easement contains 393 Square Feet or 0.009 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT D
Legal Description for:
City of Kennesaw Swap to Harold R & Patricia M Anderson
1920 Twelve Oaks Circle
PID: 20012901610

All that tract or parcel of land lying and being in Land Lot 129, Land District 20, City of Kennesaw, Cobb County, Georgia, and shown as PARCEL 020 in design plans titled Right of Way Proposed Cherokee Street Widening being prepared by Croy Engineering, Marietta, Georgia, dated July 11, 2023, and Project NO. 1260.09 and being more particularly described as follows:

COMMENCING at a point on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W), said point being located at Station 501 + 65.79 and offset 23.50 feet left of the centerline of Twelve Oaks Circle and being known as the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING departing said Right-of-way North 36 degrees 22 minutes 18 seconds East for a distance of 120.68 feet, to a point;

THENCE, North 83 degrees 39 minutes 09 seconds East for a distance of 22.12 feet to a point;

THENCE, South 02 degrees 41 minutes 37 seconds West for a distance of 70.69 feet to a point located on the Westerly Right-of-way of Cherokee Street (R/W Varies);

THENCE, along said Westerly Right-of-way of Cherokee Street the following courses and distances: on a curve whose arc length is 40.05 and whose radius is 3350.50 feet to the left, said curve being subtended by a chord bearing of South 32 degrees 23 minutes 46 seconds West and a chord length of 40.05 feet to a point located at the intersection of the Westerly Right-of-way of Cherokee Street and the Northerly Right-of-way of Twelve Oaks Circle;

THENCE, along said Northerly Right-of-way the following courses and distances: South 68 degrees 23 minutes 47 seconds West for a distance of 20.23 feet to a point;

THENCE, North 76 degrees 12 minutes 51 seconds West for a distance of 51.45 feet to the POINT OF BEGINNING.

The herein described parcel contains 5632 Square Feet or 0.129 acres of land. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT E

INSERT

CROW REFERENCE NUMBER	COUNTY	PROJECT NUMBER
1260.09	COBB	1260.09

021

020

022

