



Authority Members

Mark Allen
Ian Coats
Lexie Newhouse
Nimesh Patel
Mary Jo Groeneveld
David Lyons
Leslie Patton

**Kennesaw Downtown Development Authority
Meeting Agenda
April 12, 2024 7:30 AM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

- 1. Call to Order / Roll Call**
- 2. Approval of the Meeting Minutes**
 - A. Draft meeting minutes - 3.8.24
- 3. Financial Report**
 - A. Cash Activity Report as of 2.29.24
 - B. Financial Report as of 3.31.24
- 4. Old Business**
- 5. New Business**
 - A. Consideration of Consent Resolution for Kennesaw Commercial Owner, LLC Project at 2652 South Main Street
 - B. Consideration of Resolution Supporting Removal of Blight in 2800 Block of South Main Street
 - C. Consideration of Guidelines for Structural Assessment Grant Program
 - D. Consideration of Transfer of Main Street on the Move Flex Grant for 2840 S. Main Street
 - E. Consideration of 2024 extension of Flex Grant Program
 - F. Farmers Market Advertising/Marketing Budget
- 6. Public Comment**

7. Board Comment

8. Economic Development Director/Staff Comment

- A. Update on Downtown Benches
- B. Presentation of Police Camera Project

9. Executive Session

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

10. Adjourn

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

MINUTES OF KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
March 8, 2024
7:30 AM

Present	Chair Mark Allen Vice Chair David Lyons Secretary Mary Jo Groeneveld Ian Coats
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1. Call to Order / Roll Call

Chair Mark Allen called the meeting to order at 7:45 am.

Members Present: Mark Allen, Ian Coats, David Lyons, Mary Jo Groeneveld

Members Absent: Lexie Newhouse, Leslie Patton, Nimesh Patel

Staff Present: Luke Howe, Miranda Taylor, Lauren McKenzie (legal)

5. New Business

B. Review of outparcel assignment at TUG site development (South Main Street)

This item was taken out of order, following the Call to Order.

The applicant previously submitted a request for consideration the Authority's consent to the assignment and assumption for the retail site development for Kennesaw Commercial Owner, LLC for the March 8, 2024 KDDA meeting. To allow the applicant to prepare all necessary documents for review, KDDA received a letter formally withdrawing the request for consideration at the March 8, 2024 meeting and requested the consideration of the assignment and assumption agreement be placed on the April 12, 2024 KDDA meeting. A copy of the letter will be included as part of the official minutes. Elliot Van Dyke, representing Highpoint Development was in attendance and confirmed that his firm was in agreement with the letter as submitted.

David Lyons made a motion to accept the withdrawal letter as presented. Ian Coats seconded the motion. Motion passed unanimously.

A. CBD Project Application: 2573 Summers Street

This item was taken out of order, following the discussion of item 5B.

Darryl Simmons provided an introduction for the CBD application for 2573 Summers Street. The applicant is going through a separate rezoning process to rezone the parcel as CBD to better fit in with the surrounding downtown parcels; since the property is on the schedule for rezoning, the applicant is pursuing the CBD project application concurrently. The project will include the build-out of a Sherwin-Williams store/showroom to service commercial customers. The applicant was present, and shared that they will be installing a landscape buffer to help their site match other recently improved parcels on Summers Street, repaving the parking lot, and that they

will keep the existing building but will rehab it. Their goal is to deliver a completed site to their customer in the 3rd quarter of 2024 (anticipating a 6-month construction turnaround).

David Lyons made a motion to approve the CBD application as presented. Ian Coats seconded the motion. Motion passed unanimously.

2. Approval of the Meeting Minutes

A. Draft meeting minutes 2.9.24

The board reviewed the draft minutes from the February meeting. David Lyons made a motion to approve as presented. Motion seconded by Ian Coats. Motion passed unanimously.

3. Financial Report

A. Review of Financial Report as of 2.29.24

The board reviewed the balance sheet and income statement. However, the cash activity sheet was not available prior to the meeting due to the quick turnaround between the end of the month and today's meeting. The board indicated they'd rather wait to approve the financial report when they are able to review the cash activity sheet. David Lyons made a motion to table the financial report approval to the April meeting. Motion seconded by Ian Coats. Motion passed unanimously.

B. Review of open invoices (legal)

The board reviewed open legal invoices totaling \$1,015. David Lyons made a motion to approve the invoices as presented. Motion seconded by Mary Jo Groeneveld. Motion passed unanimously.

4. Old Business

6. Public Comment

Councilmember Tracey Viars was in attendance, and she stated that the board was doing a great job and encouraged them to keep it up!

Staff member Darryl Simmons told the board he looked forward to bringing more downtown projects forward for review.

7. Board & Staff Comment

David Lyons inquired about the status of the Main Street benches discussed at the last meeting, and stated that he would like to see something done about the ones in disrepair.

Mary Jo Groeneveld stated that she did a site visit to the newly proposed Farmers Market location, and she thinks it will be a good site. Mark Allen confirmed that there is power available for the vendors who are required to have power for their items. The board discussed using banners to help with visibility and advertising the market on Patch and Facebook. Miranda will put together quotes for banners and advertising for review at the next meeting.

Mark Allen discussed the update to the Flex Grant program to include the historic structures study, and requested that staff provide updated verbiage at the next meeting.

8. Executive Session

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

9. Adjourn

With no further business to discuss, the meeting was adjourned at 8:13 am.

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

Kennesaw Downtown Development Authority
Operating Cash Activity
For the Month Ended February 29, 2024

Beginning Cash	\$ 74,315.86
Cash Receipts:	
Interest Earned	87.63
Tran General Fund Oper to KDDA for CC pymts	190.55
Main Street Burger LLC	<u>3,477.82</u>
Total Cash Receipts	<u>3,756.00</u>
Cash Disbursements:	
Kathryn Collier	<u>700.00</u>
Total Cash Disbursements	<u>700.00</u>
Ending Cash	<u><u>\$ 77,371.86</u></u>



Item Report

TO: The Kennesaw Downtown Development Authority

FROM:

DATE: April 12, 2024

TITLE: Consideration of Consent Resolution for Kennesaw Commercial Owner, LLC Project at 2652 South Main Street

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. Consent Resolution - 2024 - Kennesaw Development Authority (TR GA Ventures LLC) - 4879-5542-0322 4

CONSENT RESOLUTION

WHEREAS, Kennesaw Commercial Owner, LLC (the “Company”), a Georgia limited liability company, has acquired an approximately 1.74 acre site, located in the City of Kennesaw, Georgia at 2652 South Main Street (the “Site”), on which the Company agreed to construct facilities containing not less than 10,000 square feet of retail space and related surface parking (the “Improvements”), and agreed to install related fixtures, furnishings, equipment, and other personal property (the “Equipment”), which the Company agreed to sell to the Kennesaw Downtown Development Authority (the “Authority”) after the completion of the construction and installation of the Improvements and the Equipment on the Site, pursuant to the terms of a Purchase, Sale, Financing, and Option Agreement, dated July 21, 2022 (the “Purchase Agreement”), between the Company, as seller, and the Authority, as purchaser; and

WHEREAS, the Company proposed to obtain loans (“Construction Loans”) to finance or refinance the costs of the acquisition, construction, and installation of the Site, the Improvements, and the Equipment (collectively the “Facilities”); and

WHEREAS, the purchase price to be paid by the Authority to the Company pursuant to the Purchase Agreement will equal 250% of the cost to the Company of the Facilities and will be paid in multiple installments: (1) an initial installment equal to the total purchase price minus the principal and interest scheduled to be paid on the Construction Loans after the date of purchase of the Facilities by the Authority (the “Initial Purchase Price”), to be payable on or shortly after the completion of the construction and installation of the Improvements and the Equipment (the “Completion Date”), and (2) subsequent installments equal to the principal and interest scheduled to be paid on the Construction Loans after the date of purchase of the Facilities by the Authority (the “Deferred Purchase Price”), to be payable on the due dates of such principal of and interest on the Construction Loans or, if the Company elects to prepay the Construction Loans in whole or in part prior to maturity, on the date of prepayment of the Construction Loans; and

WHEREAS, the Authority agreed to obtain funds to purchase the Facilities from the Company by (1) issuing and selling to the Company its Economic Development Revenue Bond (Kennesaw Commercial Owner, LLC Project), Series 2022, dated July 21, 2022 (the “Series 2022 Bond”), in the original principal amount up to \$145,000,000, in part to finance the Initial Purchase Price, pursuant to the terms of a Loan and Security Agreement, dated July 21, 2022 (the “Company Loan Agreement”), between the Company, as lender, and the Authority, as borrower, and (2) obtaining loans from lenders selected by the Company, in part to finance the Deferred Purchase Price, the repayment of which will be evidenced by revenue bonds to be issued by the Authority in the future (“Future Bonds”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Authority agreed to grant to the Company an option to purchase the Facilities in whole, after the expiration or sooner termination of the term of the hereinafter defined Rental Agreement, for a purchase price that will be sufficient to enable the Authority to pay, retire, and prepay the Series 2022 Bond and the Future Bonds; and

WHEREAS, the Authority agreed to rent the Facilities to the Company for a term commencing on the Completion Date and ending on December 1 of the 10th calendar year following the calendar year of the Completion Date, and for rental payments sufficient in time and amount to enable the Authority to pay principal of and interest on the Series 2022 Bond and to pay Deferred Purchase Price, when the same become due and payable, pursuant to the terms of a Rental Agreement, dated July 21, 2022 (the “Rental Agreement”), between the Authority, as landlord, and the Company, as tenant; and

WHEREAS, pursuant to the terms of the Company Loan Agreement and to accomplish the refunding of the Future Bonds, the Company agreed to make advances to the Authority sufficient in time and amount to enable the Authority to repay the Future Bonds and to pay interest on the Future Bonds; and

WHEREAS, the Authority secured its obligations under the Series 2022 Bond by assigning and pledging to the Company, and granting a first priority security interest in, all of its right, title, and interest in and to the Rental Agreement, except for Unassigned Rights (as defined in the Rental Agreement), and the Purchase Agreement, pursuant to the Company Loan Agreement; and

WHEREAS, the Company proposes to assign its rights under the Purchase Agreement, the Company Loan Agreement, and the Rental Agreement (collectively the “Contracts”) and the Series 2022 Bond to Station at South Main, LLC (the “Assignee”), a Georgia limited liability company, and the Assignee proposes to assume the Company’s obligations under the Contracts, pursuant to the terms of an Assignment and Assumption Agreement, to be dated the date of its execution and delivery (the “Assignment”), between the Company and the Assignee; and

WHEREAS, the Board of Directors of the Authority desires to consent to the assignment by the Company of its rights under the Contracts to the Assignee and the assumption by the Assignee of the Company’s obligations under the Contracts, pursuant to the terms of the Assignment; and

WHEREAS, a copy of the form of the Assignment has been submitted to the Authority and is now on file with the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY AS FOLLOWS:

1. The assignment by the Company of its rights under the Contracts and all ancillary documents to the Assignee, and the assumption by the Assignee of the Company’s obligations under the Contracts and all ancillary documents, pursuant to the terms of the Assignment, are hereby approved and authorized.

2. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver a consent to the Assignment and all such consents, amendments to the Contracts and other ancillary documents, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the carrying out of the transactions authorized by this Consent Resolution or contemplated by the Assignment.

3. No representation, statement, covenant, stipulation, obligation, or agreement herein contained, or contained in the Assignment or any consent, certificate, or other instrument to be executed in connection with the transactions contemplated by the Assignment, shall be deemed to be a representation, statement, covenant, stipulation, obligation, or agreement of any member, director, officer, employee, or agent of the Authority in his or her individual capacity, and none of the foregoing persons nor any of the officers of the Authority executing the consent to the Assignment or any consent, certificate, or other instrument to be executed in connection with the transactions contemplated by the Assignment shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

4. Except as otherwise expressly provided herein, nothing in this Consent Resolution, express or implied, is intended or shall be construed to confer upon any person, firm, corporation, or other organization, other than the Authority, the Company, the Assignee and its lenders, and the owner from time to time of the Series 2022 Bond, any right, remedy, or claim, legal or equitable, under and by reason of this Consent Resolution or any provision hereof, all provisions hereof being intended to be and being for the sole and exclusive benefit of the Authority, the Company, the Assignee and its lenders, and the owner from time to time of the Series 2022 Bond.

5. The directors of the Authority and its officers, attorneys, engineers, or other agents or employees are hereby authorized to do all acts and things required of them by this Consent Resolution and to do all acts and things that are desirable and consistent with the requirements hereof.

6. All motions, orders, ordinances, bylaws, resolutions, and parts thereof in conflict herewith are hereby repealed to the extent only of such conflict. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

7. This Consent Resolution shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this 12th day of April 2024.

**KENNESAW DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____
Chairman

(SEAL)

Attest:

Secretary

SECRETARY'S CERTIFICATE

I, **MARY JO GROENEVELD**, the duly appointed, qualified, and acting Secretary of the Kennesaw Downtown Development Authority (the "Authority"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the assignment of contracts securing the revenue bond designated "Kennesaw Downtown Development Authority Economic Development Revenue Bond (Kennesaw Commercial Owner, LLC Project), Series 2022" constitute a true and correct copy of the Consent Resolution adopted on April 12, 2024 by the Board of Directors of the Authority in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the Authority and with applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Consent Resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

I further certify that such Consent Resolution has not been rescinded, repealed, or modified.

Given under my signature and the seal of the Authority, this 12th day of April 2024.

Secretary, Kennesaw Downtown Development
Authority

(SEAL)



Item Report

TO: The Kennesaw Downtown Development Authority

FROM:

DATE: April 12, 2024

TITLE: Consideration of Resolution Supporting Removal of Blight in 2800 Block of South Main Street

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-Resolution-KDDA-Demo-2800MainStBlock

**KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-01, 2024

**RESOLUTION SUPPORTING DEMOLITION OF VACANT STRUCTURES AND
REVITALIZATION OF DOWNTOWN BLOCK**

**BE IT RESOLVED BY THE KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, there are several vacant and blighted structures within the 2800 block of South Main Street that have been deemed uninhabitable and unsafe for reuse; and

WHEREAS, the property owner, 2831 S. Main St., LLC, seeks approval of a Certificate of Appropriateness from the Kennesaw Historic Preservation Commission to demolish the unsafe structures; and

WHEREAS, the property owner is working on a master plan to revitalize the block, bring in new, viable businesses, and increase the value of the parcel; and

WHEREAS, the mission of the Kennesaw Downtown Development Authority is to create a vibrant downtown, with the assistance of the downtown community, in order to unite and establish viable businesses while maintaining our sense of community and historic heritage;

NOW, THEREFORE, the Kennesaw Downtown Development Authority does hereby resolve to support the Certificate of Appropriateness application submitted by 2831 S. Main St., LLC to the Historic Preservation Commission.

PASSED AND ADOPTED by the Kennesaw Downtown Development Authority on this 12th day of April, 2024.

ATTEST:

CITY OF KENNESAW:

Mary Jo Groeneveld, Secretary

Mark Allen, Chair



Item Report

TO: The Kennesaw Downtown Development Authority
FROM:
DATE: April 12, 2024
TITLE: Consideration of Guidelines for Structural Assessment Grant Program

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024 KDDA Structural Assessment Program Draft

KDDA Main Street on the Move Flex Grant Historic Structure Assessment Program Guidelines

Purpose:

The KDDA will award grants up to \$7000 to individuals seeking to rehabilitate or redevelop historic properties within the downtown area. Grant funds are to be used to retain the services of an architect, engineer, or other design professional qualified to complete a structural assessment report (may also be referred to as an engineer's report) on parcels within the downtown historic district. A structural assessment report is used to analyze and evaluate foundation, framing, other construction systems, and their associated construction details to provide recommendations for corrective treatments, as applicable. Structural Assessment Reports may be commissioned for several reasons, including determining existing load capacity and identification of structural deficiencies that need to be addressed for an adaptive use, determining causes and the extent of existing or potential structural failures, and as documentation and justification of the need for demolition. Grant amounts are discretionary and will be awarded based on project proposal and need for structural assessment.

Eligibility & Grant Awards:

- Individuals applying for this grant program must be pursuing revitalization or redevelopment of a parcel located within the KDDA metes and bounds and within one of the following historic districts in the City of Kennesaw: Big Shanty, Camp McDonald, Cherokee Street, North Main Street, or Summers Street. A map of the historic districts is available online: <https://cityofkennesaw.maps.arcgis.com/sharing/rest/content/items/51943f04a4a244c59c232bd69717f55b/data>.
- Applicants may be current property owners of the subject property or prospective buyers of the subject property.
- Applicants cannot be an employee or board member of the KDDA, or be an immediate family member of an employee or board member. Immediate family is defined as an employee's spouse, parent, sibling, child, grandchild, and grandparent, and includes any of these persons of a step, in-law, foster, or adoptive relationship to the employee. Applicants cannot be a federal, state, or municipal employee, or elected/appointed official.
- Grant funding is available for direct pay to the qualified consultant completing the structural assessment. As a part of the grant application, applicants must submit a valid quote outlining the proposed work included in the preparation of the structural assessment prior to authorizing the consultant to begin work. Once awarded, payment will be arranged directly with the consultant according to the City's procurement and payment policies.
- KDDA retains ownership of any completed structural assessment reports and may, at their discretion, use the reports for future redevelopment projects if the applicant does not complete their stated project on the subject parcel.

Grant Repayment

- KDDA reserves the right to require that grant funds be repaid to the KDDA by the applicant if the revitalization/redevelopment project does not move forward, according to the terms outlined below. Repayment guidelines will also be included in the grant award agreement.
- A grant award shall be repaid to the KDDA if:

- o The applicant does not have the subject property under contract at the time of the grant award and does not follow through with getting the property under contract within 6 months of the completion of the structural assessment report, 100% of the grant shall be repaid; or
- o The applicant has the subject property under contract at the time of the grant award but does not close on the sale within 12 months after the structural assessment is completed, 75% of the grant shall be repaid; or
- o The applicant closes on the property within 12 months but fails to initiate development activity on the subject parcel within 18 months of completion of the structural assessment report, 50% of the grant shall be repaid.

Grant Program Schedule

- Applications will be accepted on an ongoing basis beginning May 1, 2024.

Application Process

- Applicants should submit a completed KDDA Main Street on the Move Historical Structure Grant Application form, along with the following backup documents:
 - o Copy of real estate contract, if applicable
 - o Plans, drawings, or schematics to further explain the revitalization/redevelopment project
 - o A statement of goals and intended outcomes of the revitalization/redevelopment project
- Applications should be submitted electronically using the grant application link on the City website [ENTER LINK HERE].
- Grant applications will be reviewed monthly by the KDDA. Successful applicants will be notified of grant awards within 5 business days of the published KDDA meeting each month.
- Successful applicants will sign a grant award agreement outlining the terms of the award.



Kennesaw Downtown Development Authority

Main Street on the Move Flex Grant

Historical Structure Assessment Program Application

Applicant Contact Information

Applicant Name: _____

Applicant Street Address: _____

Business Name (if applicable): _____

Title: _____

Phone Number: _____ Email: _____

Date: _____

Applicant is: ☐ Property Owner ☐ Developer ☐ Other (explain)

Grant Request

Parcel Address: _____

Parcel Identification Number (PIN): _____

(available from Cobb Tax Assessor Website)

Parcel Zoning Designation: _____

Is property currently under contract: _____

If No, Estimated Date of Contract: _____

As a separate attachment, please include supplementary materials outlined in the grant guidelines (copy of real estate contract; plans, drawings, or schematics; goals and intended outcomes).

Acknowledgement

By signing below, I affirm that the information provided in this grant application is both truthful and accurate. I understand that all text and photos submitted in this application may be used by the KDDA during grant announcement/award and in press related materials pertaining to the grant recipients.

Signature: _____ Date: _____



Item Report

TO: The Kennesaw Downtown Development Authority

FROM:

DATE: April 12, 2024

TITLE: Consideration of Transfer of Main Street on the Move Flex Grant for 2840 S. Main Street

Summary:

A Main Street on the Move Flex Grant was awarded in 2023 to Bernardo's Modern Mex in the amount of \$2500 for exterior facade and signage improvements. The owner did not submit for reimbursement of this awarded grant due to the business closing in the fall of 2023. A new tenant has purchased the property and is in the process of submitting plans for tenant improvements. Staff requests the KDDA consider transferring the grant award to the new tenant to support their planned facade and signage improvements. All terms of the grant agreement will remain in place, including documentation of a minimum 50% match and submission of reimbursement request prior to the end of the current fiscal year.

Recommendation:

Fiscal Impact:

Attachments:

1. Bernardos-Main Street on the Move Grant Agreement1



Main Street on the Move Grant Agreement

June 16, 2023

Bernardo's Modern Mex
2840 South Main Street
Kennesaw, GA 30144

Dear Brett:

On behalf of the board members of the Kennesaw Downtown Development Authority, I am pleased to inform you that a Main Street on the Move Flex Grant has been approved for \$2,500 for façade improvement and exterior signage at Bernardo's.

This letter and its attachments outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully, sign, and return along with this signed contract letter no later than June 30, 2023.

The funds must be used specifically for the designated purpose, and the grant requires a minimum 50% match. Recipients must submit a reimbursement request in writing including valid project receipts showing the required match. Reimbursement requests must be submitted to the KDDA by September 30, 2023. Upon receipt of a complete reimbursement request, a check will be mailed to the recipient within two (2) weeks.

This contract also gives the KDDA your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Congratulations on this recognition. We look forward to working with you during the coming year.

Sincerely,

Miranda Taylor
Downtown/Main Street Manager

ACCEPTED AND AGREED:

Business Owner

Date

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated 6/16/23, to which these General Grant Terms, Conditions and Understandings are attached, The Kennesaw Downtown Development Authority is awarding this grant to you as the Grantee contingent upon the following:

Business Status:

- Your business is located within the KDDA boundaries
- You hold a valid City of Kennesaw Business License
- You have no outstanding code enforcement violations
- Your business has generated revenue as of October 1, 2022

Expenditure of Funds:

This grant (together with the required match outlined in the proposed budget) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose. The grant is payable on a reimbursement basis. Grant recipients must submit valid receipts and proof of payment in full for the project outlined in the grant application in order to receive reimbursement. Reimbursement requests must be submitted in writing to the KDDA no later than September 30, 2023. Once a complete reimbursement request is received, a check will be mailed to the recipient within 2 weeks. Grant funds not requested for reimbursement by September 30, 2023 will be forfeited.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant.

Required Notification:

You are required to provide the KDDA with immediate written notification of: (1) any changes in your business's status or relocation; (2) your inability to complete the project and request reimbursement by September 30, 2023; or (3) any change in the required matching funds for the project.

Publicity:

You will allow the KDDA to review and approve the text of any proposed publicity concerning this grant prior to its release. The KDDA may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the KDDA's periodic public reports, newsletters, and news releases.

Right to Modify or Revoke:

The KDDA reserves the right to discontinue, modify or withhold any payments to be made under this grant award if, in the KDDA's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant; or (3) to comply with the requirements of any law or regulation applicable to you or the KDDA. If the recipient moves their

business outside of the KDDA boundaries within one year of the date of this agreement, the KDDA reserves the right to require repayment of any grant funds received by the business. If the KDDA does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of the KDDA's grant award letter, this grant may be revoked.

The undersigned certify that they are duly authorized officers of the recipient business and that, as such, are authorized to accept this grant on behalf of the business, to obligate the business to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the business all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Business Name

Business Owner (typed/printed)

Business Owner (signature)

Date



Item Report

TO: The Kennesaw Downtown Development Authority

FROM:

DATE: April 12, 2024

TITLE: Consideration of 2024 extension of Flex Grant Program

Summary: In 2023, KDDA awarded a total of \$15,600 in flex grants to downtown businesses. Grant reimbursements totaled \$9,300, leaving approximately \$6,700 in unused grant funds. Staff recommends KDDA consider using these leftover funds to open a mini-grant cycle in May/June 2024 to support the following:

- Marketing support for new businesses in the downtown (open less than 2 years)
- Costs associated with participation in KPD's security camera access program
- Expansion of performing arts or place-making programming

Recommendation:

Fiscal Impact:

Attachments:

1. Grant Application Tracking List

Applicant	Project	Grant Request	Awarded?	Reimbursed?	Amt Reimbursed	Amt leftover
22One Realty	Exterior improvements	2500	No			
Apotheos	Equipment to increase production	2100		2100 Yes	2001.63	
Bernardo's	Updated signage	2500		2500 No		
Bernie's	Updated signage	2500		2500 Yes	2500	
Big Shanty Barber Shop	New Signage	2500		2500 No		
BurgerFi	New Equipment & liquor license	2500	No			
DeerCreek Gun Shop	Exterior signage	250	No			
El Taco Azteca	Siding repair	Not specified	No			
Honeysuckle Biscuits & Bakery	Interior painting	1250	No			
Kennesaw Driving School	Interior flooring	1250	No			
Pisano's	Outdoor seating area expansion	2500		2500 Yes	2500	
Ruhling & Ruhling Surveyors	New Equipment & Software	2500	No			
Summers Street Commons	Reseal roof	2316.55	No			
Turquoise Otter	Outdoor Signage	1000		1000 Yes	1000	
Vesuvio's	Outdoor landscaping & additional seating	2500		2500 Yes	1381.31	
Total requests		28,166.55	15,600.00		9,382.94	6,217.06



Item Report

TO: The Kennesaw Downtown Development Authority
FROM:
DATE: April 12, 2024
TITLE: Farmers Market Advertising/Marketing Budget

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. FM Advertising Options

Patch.com

- List events for free in on the website (each market day must be entered separately; no option for recurring events)
- Can promote an event for \$2 per day of promotion (this gets us listed first in the daily “What’s happening” emails and shown as a “Featured event” on the Patch events page)
- Additional advertising options are available; staff has reached out to Patch for rates

The Bright Side

Make your Advertising Dollars Count!

Filled with local positive news and family fun events near you, the Acworth, Kennesaw, Marietta Bright Side is published ONLINE monthly with articles and news covering Acworth, Kennesaw AND Marietta-West Cobb. Your advertising dollars not only promote your business but help support the latest news and events going on in our community. Stay with us for three months in a row - we publish a story about you and your business on our Digital Newspaper website. **NO CONTRACTS REQUIRED**

ONLINE DISPLAY AD RATES

The BRIGHT SIDE
ONLINE AD RATES -
all ads are created in color

Introductory Offer \$450.00 FULL PAGE Full Page 10.375" x 13.00"	Introductory Offer \$350.00 3/4 PAGE 3/4 Page 7.5" x 13.00"	Introductory Offer \$250.00 1/2 PAGE 1/2 Page 5" x 13.0" or 10.375" x 6.25"
Introductory Offer \$220.00 3/8 PAGE 3/8 Page 5" x 9.50" or 7.5" x 6.25"	Introductory Offer \$150.00 1/4 PAGE 1/4 Page 5" x 6.25"	Introductory Offer \$75.00 1/8 PAGE 1/8 Page 5" x 3.25"

The Bright Side Newspaper is published the first week of each month and posted online at www.brightsidenews.com/web.nc.pdf

All Advertising must be paid by the time of publication
AD RATES QUOTED ARE FOR ONE MONTH IN ACWORTH/KENNESAW/MARIETTA PAPER
AND INCLUDE PRODUCTION OF AD COPY IF NEEDED AT NO EXTRA CHARGE
Advertise 3 months in a row in the Bright Side Newspaper - We will publish a story about your business

Social Media: THE Bright Side Newspaper is published online on this website and on our Digital Newspaper website, then shared on FB, Twitter, Linked In, Instagram and Tumblr.



Deadlines are the third Friday of each month for the following month!

for more info: CALL 770-851-5469 or

EMAIL US: brightnews@aol.com

Social Ads (Facebook, Instagram)

- Set a dollar amount to boost specific posts or events
- The ad then runs until it reaches either the stated engagement rate or the maximum dollar amount, whichever is met first
- We can set any amount