

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Mayor Pro Tem Antonio

Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

City Council**Meeting Agenda**

May 6, 2024 6:30 PM

Council Chambers

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

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****A. Resolution: Special Counsel Representation for SDS**

Consideration for approval of Resolution to appoint and authorize special

counsel to represent the City of Kennesaw to negotiate, prepare, and mediate a service delivery strategy (SDS).

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. Minutes: April 08, 2024, City Council Work Session

Approval of the April 08, 2024, City Council work session minutes.

B. Minutes: April 15, 2024, City Council Meeting

Approval of the April 15, 2024, City Council regular meeting minutes.

C. URA Bond: Consent to Dual Representation and Waiver of Conflict of Interest

Approval to authorize the Mayor to sign the Consent to Dual Representation and Waiver of Conflict of Interest regarding proposed representation of the Urban Redevelopment Agency (URA) and the City of Kennesaw, GA by Nelson Mullins Riley & Scarborough LLP for the URA bond refinancing.

D. Surplus: City Vehicles

Approval to surplus and disposal of seven (7) City vehicles.

E. Resolution: Award Bid and Contract for Replacement of the Southern Museum's HVAC Roof Top Unit (RTU)

Approval of Resolution to award the bid and contract to T&T Commercial Equipment for the replacement of the Southern Museum's 17.5 ton HVAC RTU.

F. Budget Adjustment

Approval of a budget adjustment of \$117,607.03 to replace the Audio/Visual system in the Court/Council Chambers and for the mayor to sign the CCS proposal.

G. Kennesaw Concert Series: Entertainment Schedule and Fees

Approval of the 2024 Kennesaw Concert Series entertainment schedule and fees and to authorize the Mayor to sign the attached contract.

H. Final Plat Application: 2550 Cobb Parkway

Approval of final plat application submitted by Arris Kennesaw, LLC for 2550 Cobb Parkway; this plat will combine 17 parcels into 5 tracts for the development of a mixed-use project. Case# FP2022-12.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

- A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 6, 2024

TITLE: **Resolution: Special Counsel Representation for SDS**
Consideration for approval of Resolution to appoint and authorize special counsel to represent the City of Kennesaw to negotiate, prepare, and mediate a service delivery strategy (SDS).

Summary:

The proposed resolution authorizes the City of Kennesaw to retain Special Counsel for representation in negotiations regarding the Service Delivery Strategy. The Special Counsel shall represent the cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna collectively.

Recommendation:

Staff recommends approval.

Fiscal Impact:

Attachments:

1. RES 2024-21 Representation Cobb Cities SDS
2. Kennesaw Joint Representation Letter - 04.30.2024

RES NO. 2024-21

A RESOLUTION APPOINTING AND AUTHORIZING SPECIAL COUNSEL TO REPRESENT THE CITY OF KENNESAW TO NEGOTIATE A SERVICE DELIVERY STRATEGY (“SDS”) AS REQUIRED UNDER THE LAWS OF THE STATE OF GEORGIA; TO AUTHORIZE SAID COUNSEL TO ASSIST IN THE PREPARATION, NEGOTIATION, MEDIATION OF THE CITY’S SDS; REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Kennesaw (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

WHEREAS, the City wishes to cooperate with its fellow Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna in mediation, arbitration or litigation and work jointly with and through Special Counsel to achieve a fair SDS in accordance with the SDS Act; and

WHEREAS, the Mayor and City Council in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined it to be in the best interest of the citizens of the City, that this Resolution be adopted.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNESAW, GEORGIA, AS FOLLOWS:

1. Retention of Special Counsel. The City hereby retains Andrew J. (Andy) Welch, III, Brandon Palmer, and Mercedes Fagan of the law firm of Smith Welch Webb & White (“Special Counsel”) to represent the City jointly with other cities which adopt a like Resolution. Special Counsel may be asked by the Mayor or by a majority of the City Council to appear and provide an update on the status of the mediation, arbitration, or litigation to the City Council as a whole in accordance with the Open Meetings Act.
2. Authorization to Special Counsel. The City hereby authorizes Special Counsel to acknowledge service of the on behalf of the City; to represent the City jointly with other cities to negotiate, mediate, arbitrate, or litigate, and secure a fair SDS with the County in accordance with the laws of the State of Georgia, and if necessary, to conduct corresponding litigation.
3. Scope of Representation Limited. The City acknowledges that the scope of the representation and the corresponding attorney-client relationship shall extend to obtaining an SDS Agreement with the County. Special Counsel shall not be deemed to represent the City for any other purpose unless or until a separate engagement agreement is entered into. Additionally, the City agrees that it will

not raise a conflict of interest with respect to Special Counsel's representation adverse to the City in other contexts (such as eminent domain proceedings). If requested by Special Counsel, the City shall also sign any reasonable request for a waiver of any conflict of interest.

4. Representation of City to Special Counsel. The City represents that it will pay its population share of total legal fees, firm expenses and fees, expert and consultant fees, and all other costs and expenses incurred by Special Counsel, in accordance with the joint representation and fee agreement with Special Counsel.
5. Designated Representation of the City. The Mayor, or his/her designee, is hereby designated and authorized to serve as the City's designated representative for SDS negotiations, mediation or litigation and will be the City's point of contract for all communications between Special Counsel and the City.
6. Authority to Approve SDS Agreement. Approving a SDS Agreement with the County requires approval by the majority vote of the Mayor and City Council unless the City is treated as an absent municipality.
7. Joint Representation and Waiver of Confidentiality. The City acknowledges that Special Counsel will represent it jointly with other cities which likewise retain Special Counsel to represent their interest in mediation (and litigation if necessary) of a SDS Agreement with the County. The City warrants that its governing body has read the joint-representation letter dated April 30, 2024 which is attached hereto and incorporated herein as Exhibit "A" and no conflict of interest exists at this time between the City and any other of said cities with respect to the joint representation contemplated in this Resolution. Should a conflict of interest arise, the City agrees to promptly notify Special Counsel in writing and allow Special Counsel to continue representation so long as continued representation does not violate the Georgia Rules of Professional Conduct. The City has had the opportunity to discuss the terms of this Resolution and said letter with its attorney of choice and hereby waives its right to confidentiality with Special Counsel and the other jointly represented Cities with respect to Special Counsel performing the representation contemplated in this Resolution. The Mayor is hereby authorized to execute the Acknowledgment of joint representation which includes, among other things, a waiver of confidentiality and waiver of conflicts of interest on matters outside this representation.
8. Additional Documents. The City Council authorizes the Mayor to execute any documents, including those necessary for negotiation, mediation, arbitration (and litigation), which may be necessary to effectuate this Resolution.
9. Attestation. The City Council does hereby authorize the City Clerk to attest the signature of the Mayor appearing on this Resolution and any related documents, to affix the official seal of the City thereto, as necessary, and to place this Resolution and an executed copy of any related documents among the official records of the City for future reference.

10. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
11. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
12. Effective Date. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of _____, 2024.

Derek Easterling_____, Mayor

ATTEST:

Lea Alvarez_____, City Clerk
(SEAL)

Ernest M. Smith (1911-1992)
A. J. Welch, Jr. (1944-2018)
John P. Webb, PC
William A. White, PC
Andrew J. Welch, III, PC (NY & GA)
L. Scott Mayfield
Marc A. Avidano (FL & GA)
David M. Waldroup
Andrew J. Gebhardt
R. Brian Strickland
Elizabeth P. O'Neal
Megan Murren Rittle (GA & AL)
Lajuana C. Ransaw
Warren M. Tillery
Orion G. Webb



SMITH WELCH WEBB & WHITE^{LLC}

ATTORNEYS AT LAW

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OF COUNSEL
Amy M. Fletcher
J. Byrd Garland

April 30, 2024

Mayor Derek Easterling
City of Kennesaw
2529 J O Stephenson Avenue
Kennesaw, Georgia 30144

RE: Service Delivery Strategy – Cities of Cobb County
Representation of Special Counsel

Dear Mayor Easterling and Council:

The Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, within Cobb County, Georgia (hereinafter referred to as “Cities”), have requested that this firm represent them all collectively as Special Counsel in the above referenced Service Delivery Strategy (“SDS”) negotiations, mediation, arbitration, and possible litigation (“Negotiations”). Our engagement as Special Council presents certain ethical issues requiring your understanding and consent. Set forth below are the proposed terms for our joint representation of you and the cities in connection with the Negotiations.

I. Introduction

We appreciate that you would like us to represent the City of Kennesaw (“City”) as Special Counsel. Although we do not believe that representation of you in the Negotiations precludes us from representing any other City of Cobb County, we must take steps required by the Georgia Rules of Professional Conduct to address any potential conflict that may arise between you and other Cities as a result of the transaction. The potential problem that lies here is that we have been retained as Special Counsel to represent you and other Cities in these Negotiations. As you can see, there are multiple parties being represented by Special Counsel in this matter.

Additionally, our firm handles a wide variety of matters representing diverse clients across the state. As a result, there may be instances where our representation of another client may be adverse to the City, such as in the context of eminent domain, zoning, code enforcement, employment, workers compensation or personal injury. As a result, this letter shall discuss the material risks and reasonable alternatives associated with engaging this firm in the limited scope of SDS Negotiations while simultaneously waiving conflicts of interest for other, unrelated matters.

At the outset, you should know that, in analyzing whether it is appropriate to represent more than one City, the test is not whether there is a “conflict of interests.” Although we all frequently use that term, a more detailed analysis is appropriate when considering joint representation of multiple parties.

II. The Applicable Rules of Conduct.

The Georgia Rules of Professional Conduct, Rule 1.7, utilize a test that involves the question of whether the professional judgment of an attorney is likely to be adversely affected, which involves four steps for compliance. First, we must consult with potential Cities client’s representatives concerning this issue after you all have read this letter. Second, all Cities must receive written disclosure of the material risks of the representation, which are addressed in this letter. Third, all Cities must receive an opportunity to consult with independent counsel. (Please let this letter serve as your notice that you may discuss this issue with another lawyer of your choosing). Fourth, all Cities must consent to this joint representation. (The consent must be given by action of the governing body of your City.)

III. Full Disclosure

In order to fully comply with Rule 1.7(b), we must disclose the material risks involved in our representation. This will be divided into two sections. The first is with respect to our joint representation of you and every other city in Cobb County in the context of these SDS Negotiations. The second will be with respect to other instances beyond the limited scope of SDS Negotiations in which our firm may represent clients with interests adverse to the City.

A. Material risks for joint representation in SDS Negotiations.

First, with respect to the attorney-City privilege, we advise you that any information disclosed by jointly represented Cities to us in connection with this engagement will not be protected by the privilege in a subsequent legal proceeding asserted by or against you involving any jointly represented City. Moreover, we believe we cannot effectively represent you if information disclosed to us by any jointly represented City must be preserved by us in confidence from the other. If we are to represent all parties, it will only be on the express understanding that each jointly represented City has waived the attorney-City privilege to the extent, but only to the extent, that the privilege might otherwise require us to preserve in confidence information disclosed by one jointly represented City to us from another in these Negotiations.

The second material risk would be that any one of the parties could disclose information learned of the other parties in the course of this representation to Cobb County or some third party. This may be resolved through the execution of a confidentiality agreement. To that end, the Parties have approved a Joint Service Delivery Strategy Proceedings Agreement. Furthermore, by execution of this letter of understanding and your adoption of the related Resolution, you are agreeing to maintain all information obtained in the course of this representation in the strictest of confidence, and not to disclose such information to any third party without the prior written consent of the authorized representative of each jointly represented City.

Another material risk would be these Negotiations may result in terms that are more or less advantageous to City as compared to any other city. The risk is negligible because the SDS statute establishes universal statutory criteria that must be met by the SDS agreement. See O.C.G.A. § 36-70-24. A conflict does not exist if the Cities continue to agree to work toward an SDS agreement that meets the SDS Act's requirements. The potential for conflict is also minimized because the SDS agreement must be approved by your governing body. By executing the Acknowledgment enclosed and approving the associated Resolution, City accepts this arrangement and understands this waiver. If said understanding and arrangement is not or is no longer acceptable, then a conflict may arise which may prevent our continued representation of all Cities.

By signing the Acknowledgement attached hereto, the City warrants that no conflict of interest exists at this time between it and any other city with respect to the joint representation contemplated in this letter. Should a conflict of interest arise, you agree to promptly notify Special Counsel in writing and allow Special Counsel to continue representation of the other Cities so long as continued representation does not violate the Georgia Rules of Professional Conduct and, otherwise, consent to Special Counsel's withdrawal.

You should be aware that Special Counsel will work diligently to achieve the common goals of the group and obtain a SDS agreement with Cobb County. Furthermore, it is the understanding of the parties that the legal fees and costs incurred in this matter shall be billed to the City based upon an apportionment of the total fees and costs incurred among the Cities based on their respective populations as a percentage of the total population for all Cities as derived from the 2020 decennial census, as follows:

TABLE 1.

City	Population	Percentage
Acworth	22,440	11.42%
Austell	7,587	3.86%
Kennesaw	33,036	16.80%
Marietta	60,972	31.02%
Powder Springs	16,887	8.59%
Smyrna	55,663	28.31%
Total Population	196,585	100%

B. Material risks of waiving conflicts beyond the scope of our firm's representation of the City in SDS

There may be instances in which our firm represents clients in connection with eminent domain, zoning, code enforcement, employment disputes, workers compensation, personal injury, etc... ("Other Actions") adverse to the City. As a result, there is the potential for this firm to represent the City in the limited context of this SDS Negotiation while simultaneously representing other clients against the City in active litigation.

The material risk of this are minimal because the scope of our representation is limited to representing the City in SDS. As such, there would be no cross-over into Other Actions. With respect to information gained through the limited scope of the attorney-client

relationship between this firm and the City in SDS Negotiations, the Georgia Rules of Professional Conduct do not allow lawyers in this firm to use such information to the disadvantage of the City. To provide adequate assurances to the City regarding our sincerity in complying with Rule 1.6, our firm proposes to restrict access to the electronic file and other documents to only those lawyers who are actively working on the limited scope of the representation of the City in these Negotiations.

Even so, there is the potential for one material risk to be a lawyer representing the City in one context belonging to the same firm as another lawyer representing a different client against the City in another context. While the specter of this may appear strange, we believe that such representation is permitted so long as the matters are substantially unrelated. The alternative, however, is that this firm will be unable to represent the City in the limited context of the SDS Negotiations, or in any other matter.

By signing the Acknowledgment attached hereto, the City warrants that it will not raise a conflict of interest by virtue of lawyers in Special Counsel's firm representing other clients in different subject matters than SDS Negotiation against the City on the basis of Special Counsel's firm representing the City in these Negotiations. The City also agrees that it will sign any waiver of a conflict of interest reasonably requested by Special Counsel's firm for matters outside the scope of this limited engagement for SDS Negotiations, provided that Special Counsel's firm can demonstrate that such successive representation against the City in other matters complies with the Georgia Rules of Professional Conduct regarding the availability of a waiver.

IV. Fees.

City agrees to pay Special Counsel for representation of City at the following rates in TABLE 2 based on its proportionate share as set forth in TABLE 1 above.

TABLE 2.

<u>Position</u>	<u>Rate</u>
Senior Partner	\$450 per hour
Junior Partner	\$400 per hour
Associate	\$325 per hour
Paralegal/Legal Assistant	\$150 per hour

In addition, City agrees to pay its proportionate share of any and all expenses incurred by Special Counsel on City's behalf as the same accrue, including, but not limited to, mediation and court costs, official fees, mileage, courier charges, depositions, investigations costs and expert or consultant fees and expenses. The City agrees to pay its proportionate share of the firm's administrative fee of five percent (5%) which covers but is not limited to copying fees, fax fees, postage, etc.

Special Counsel agrees to maintain complete and accurate records of time spent and expenses incurred in the representation of City and to send City regular periodic billings, describing the services rendered by Special Counsel on City's behalf during the period following the last such billing and showing the amounts earned as fees.

Special Counsel shall bill City approximately once a month. City agrees to pay all sums due and owing for legal fees and expenses within thirty (30) days of the receipt of each statement for services rendered with a balance due. In the event City fails or refuses to pay amounts due and owing and fails to make payment arrangements satisfactory to Special Counsel within ten (10) days of the receipt by City of any request by Special Counsel to pay an overdue bill for services or expenses, City consents to the withdrawal by Special Counsel as counsel for City upon notice as provided in Uniform Superior Court Rule 4.3. In the event it is necessary to pursue legal means to obtain payment for professional services or expenses, City agrees to pay the amounts owed plus all reasonable attorney fees and all costs incurred to collect.

In the event City maintains a balance which is more than thirty (30) days past due, Special Counsel shall have the right to charge interest on that past due balance at the rate of one and one-half (1.5) percent per month or eighteen (18%) percent per annum until paid.

If the Court should award City fees and expenses of litigation to be paid by the adverse party for Special Counsel's representation of City, then that award, when paid over to Special Counsel, will be applied to the total fee earned by Special Counsel and the expenses incurred. City is responsible for the payment of any deficiency between the total fees and the amount of the award. If the award exceeds the total of the fees and expenses, plus any additional amounts previously paid to Special Counsel by City, City shall be entitled to a refund of the excess.

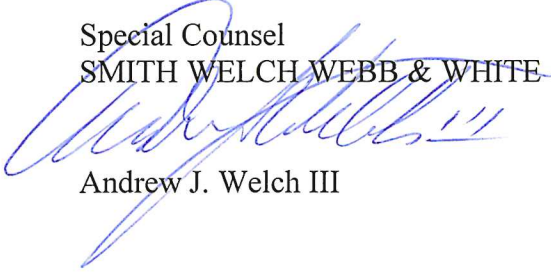
Notwithstanding any previous communications, City understands that Special Counsel has not guaranteed that the fees earned by Special Counsel in representing City are limited in amount, except as to the hourly rates set forth in this Contract. City understands that the total fee to be earned pursuant to this Contract will be calculated by multiplying the total number of hours or fraction thereof spent by Special Counsel by the appropriate rates as set forth above.

V. Conclusion

So that we can continue this engagement, please acknowledge your agreement with the terms of this letter on the Acknowledgement form attached to this letter and return it to me at your earliest convenience. I look forward to working with you on this matter.

With kindest regards,

Special Counsel
SMITH WELCH WEBB & WHITE



Andrew J. Welch III

Enclosure

ACKNOWLEDGMENT

The governing body for the City of Kennesaw, (hereinafter the “City”) has reviewed the letter regarding joint representation dated April 30, 2024, and acknowledges that the City has been given an opportunity to ask any questions to its satisfaction and to hire its own lawyer to represent it in the Negotiations referenced in said letter. The City realizes that there are areas where its interests and objectives may differ from others in these Negotiations, and that there may be areas of potential conflicts of interest in the joint representation of it and other cities in these Negotiations. After careful consideration, the City requests that the lawyers Andrew J. (Andy) Welch, III, Brandon Palmer, Mercedes Fagan and other attorneys of Smith Welch Webb & White (Special Counsel) represent it jointly and in accordance with the above letter and the associated Resolution retaining Special Counsel. The City also understands and agrees that communications and information that you receive from us relating to this matter are not privileged as to the cities jointly represented by Special Counsel in these Negotiations and agrees to hold the communications and information it obtains from such other cities concerning these Negotiations in the strictest of confidence. Furthermore, should Special Counsel have to withdraw from representation of the Cities jointly, by signing the Acknowledgement attached hereto. Finally, the City agrees that it is being represented by Special Counsel in the limited context of SDS, and that this limited representation does not create a conflict of interest by which lawyers in Special Counsel’s firm will be prevented from representing other clients against the City in unrelated matters, such as eminent domain, code enforcement, zoning, employment, workers compensation or personal injury. The City also agrees to execute any waiver of a potential conflict of interest created by such representation in other matters as lawyers in Special Counsel’s firm may reasonably request, provided that those lawyers can demonstrate compliance with the Georgia Rules of Professional Conduct regarding the availability of waiver.

ACKNOWLEDGED this _____ day of _____, 2024.

_____, Mayor

Attest:

Clerk/Administrator

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
April 8, 2024
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Pat Ferris
 City Clerk Lea Alvarez
 Assistant City Manager Marty Hughes
 City Attorney Randall Bentley, Sr.

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

- A. **Proclamation: Education and Sharing Day**
Presentation of a proclamation declaring April 19, 2024, as Kennesaw Education and Sharing Day.

This proclamation will be presented at the April 15, 2024, regular City Council meeting.

B. Proclamation: Georgia Cities Week

Presentation of a proclamation recognizing April 21 - 27, 2024, as Georgia Cities Week.

This proclamation will be presented at the April 15, 2024, regular City Council meeting.

6. Public Comment/Business from the Floor

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Land Use Permit: 4299 Brighton Way

Consideration for approval of a Land Use Permit application for property located at 4299 Brighton Way as submitted by Maria Balzan. Case #LU2024-02.

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for property located at 4299 Brighton Way as submitted by Maria Balzan. Ms. Balzan is interested in obtaining a home occupation business license to create and sell floral arrangements. Staff recommends approval of the permit with conditions as outlined in the staff analysis. The conditions include that the land use permit is limited to, exclusive for, and only valid for the current applicant and the life of this particular business and use, and it is not transferable (any changes would require additional review and approval); there shall be no clients, customers, or employees at the location not shall there be any evidence of a home-based business visible from the public right-of-way; and the land use permit is valid for 24-months after date of approval. Ms. Campbell shared the applicant was in attendance to answer any questions.

11. Consent Agenda

A. Minutes: March 25, 2024, Work Session

Approval of the March 25, 2024, City Council work session minutes.

B. Minutes: March 28, 2024, CIE-STWP Overview Minutes

Approval of the March 28, 2024, Capital Improvement Element and Short Term Work Program Overview minutes.

C. Minutes: April 1, 2024, City Council Meeting

Approval of the April 1, 2024, City Council regular meeting minutes.

D. Minutes: April 1, 2024, Executive Session

Approval of the April 1, 2024, City Council executive session minutes.

12. General and Administrative

A. Audit Report: Fiscal Year ended September 30, 2023

Consideration to accept the Audit Report for Fiscal Year Ended September 30, 2023, for the City of Kennesaw as presented by Mauldin and Jenkins, LLC.

Finance Director Gina Auld shared that a representative from Mauldin and Jenkins, LLC will present the audit report at the April 15, 2024, regular City Council meeting.

13. Public Safety

A. Crime Statistics: March 2024

Consideration to receive the March 2024 crime statistics.

Chief Bill Westenberger presented the March 2024 crime statistics (See **Exhibit A**).

14. Information Technology

15. Public Works

A. Resolution: Transfer 2011 SPLOST Funds

Consideration for approval of a Resolution to transfer remaining funds from the 2011 SPLOST Pine Mountain Road project to the 2011 SPLOST Cherokee Street project.

Public Works Director Ricky Stewart stated there is \$298,678.00 remaining in the 2011 SPLOST Pine Mountain Road project account. The work has been completed for a few years, and there is not any risk of needing additional money for that project. Mr. Stewart mentioned there is only one project remaining on the 2011 SPLOST project list, which is the Cherokee Street project. He asked the Council to consider transferring the remaining funds from the Pine Mountain Road project account line to the Cherokee Street project account line.

Mayor Pro Tem Jones asked about the portions of the project to which the funds would be allocated. Mr. Stewart responded the funds would be allocated to the overall widening of Cherokee Street.

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

16. Recreation and Culture

A. Road Closures: Amphitheater Events

Consideration for approval of Cherokee Street closures for the 2024 Concert Series at the amphitheater at Depot Park.

Parks and Recreation Director Bill McNair presented Cherokee Street closures for the 2024 Concert Series at the amphitheater in Depot Park. Mr. McNair outlined the road closure times for various dates throughout the year; however, the road closure start times in the item report need to be moved up by one hour.

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

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

A. Resolution: Depot Park Security Cameras

Consideration for approval of a Resolution authorizing the use of Parks and Recreation impact fee funds and to have the Mayor execute a quote with NetPlanner Systems, Inc. for the installation of security cameras in the amphitheater side of Depot Park.

Assistant to the City Manager Marty Hughes requested authorization to use Parks and Recreation impact fee funds to install security cameras in the amphitheater side of Depot Park as well as have the Mayor execute a quote with NetPlanner Systems, Inc. for their installation. Mr. Hughes said the quote was obtained through a state contract with a price of \$110,857.35.

Mayor Pro Tem Jones asked if the cameras were biometric. Mr. Hughes stated the cameras were not biometric, but they were high-resolution and tied into the Kennesaw Police Department's FUSUS system.

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

B. Resolution: Naming Rights for the Amphitheater at Depot Park

Consideration for approval of a Resolution authorizing the Mayor to sign the Naming Rights Agreement with The Piedmont Bank regarding the new amphitheater.

City Manager Marty Hughes presented a resolution authorizing the Mayor to sign the Naming Rights Agreement with The Piedmont Bank regarding the new amphitheater. Mr. Hughes introduced Ford Thigpen, President of The Piedmont Bank and partner in the Naming Rights Agreement. Mr. Thigpen introduced himself and his team to the Council and shared his excitement about this opportunity.

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

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 6:46 p.m. The next regular meeting will be held on Monday, April 15, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk

DRAFT



March 2024 Crime Statistics

Summary

March 2024 Group A Offenses (89) decreased by 49% compared to March 2023 (147). A vast majority of the crimes reported in March 2024 were Drug Offenses (28). This trend is also present in the data collected for crimes reported in March 2023. Drug Offenses account for approximately 31% (28) of the crimes that have occurred within our jurisdiction in March 2024. Out of the 1,074 traffic stops in March 2024, (1,225) resulted in Citations and (590) Warnings. There was a total of 88 Adult Arrests that took place during the month, which is a 12% decrease from March 2023 (100).

There were 365 traffic accidents YTD, 37 of which were classified as Hit and Run. Of the 365 accidents 26 had injuries, and 3 involved pedestrians. YTD 2024 total accidents (365) are down compared to 409 YTD 2023.

Crimes	March 2024	March 2023	YTD (01/01/2024) – (03/31/2024)	YTD (01/01/2023) – (03/31/2023)
Assault Offenses	20	26	81	83
Motor Vehicle Theft	3	1	6	2
Burglary	1	2	8	8
Homicide Offenses	1	0	1	0
Larceny	16	33	62	82
Sex Offenses	0	3	5	6
Robbery	0	0	0	2
Total	41	65	163	183

	March 2024	March 2023	YTD (01/01/2024) – (03/31/2024)	YTD (01/01/2023) – (03/31/2023)
Dispatched Calls for Service	681 (-231)	912	1,710 (-771)	2,481
Self-Initiated Activity	1,311 (+23)	1,288	3,252 (+6)	3,246
Traffic Citations	1,225 (-125)	1,350	3,312 (+57)	3,255
Traffic Warnings*	590 (+281)	309	1,566 (+765)	801
Arrests*	88 (-12)	100	267 (-8)	275

*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
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
April 15, 2024
6:30 PM**

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

1. Invocation

Rabbi Zalman Charytan led the Invocation.

2. Pledge of Allegiance

City resident Lewis Bramlett 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/>
- 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

- A. **Proclamation: Education and Sharing Day**
Presentation of a proclamation declaring April 19, 2024, as Kennesaw

Education and Sharing Day.

Mayor Easterling presented a proclamation declaring April 19, 2024, as Kennesaw Education and Sharing Day to Rabbi Zalman Charytan.

B. Proclamation: Georgia Cities Week

Presentation of a proclamation recognizing April 21 - 27, 2024, as Georgia Cities Week.

Mayor Easterling presented a proclamation recognizing April 21 - 27, 2024, as Georgia Cities Week to Communication Specialist Rachel Mikell.

6. Public Comment/Business from the Floor

Prior to public comment, Mayor Easterling requested that agenda item 8. A be postponed to a special meeting called on April 29, 2024, at 6:00 p.m. Councilmember Ferris will be abstaining from the vote due to the location of his residence in relation to the Sardis Street Extension and Overpass project.

Motion by Councilmember Viars to remove agenda item 8. A from the agenda. Seconded by Councilmember Orochena. Vote taken, motion approved 3-0-1 (Councilmember Ferris abstained). Motion passed.

Motion by Councilmember Viars to postpone the item to a special meeting called April 29, 2024, at 6:00 p.m. Seconded by Councilmember Orochena. Vote taken, motion approved 3-0-1 (Councilmember Ferris abstained).

Mayor Easterling requested agenda item 12. A move to follow agenda item 6 to accommodate a time constraint for the representative from Mauldin and Jenkins, LLC. Motion by Councilmember Viars to move agenda item 12. A to follow agenda item 6. Public Comment/ Business from the Floor. Seconded by Councilmember Ferris. Vote taken, motion unanimously approved 4-0. Motion passed.

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

No comments.

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

12. General and Administrative

A. Audit Report: Fiscal Year ended September 30, 2023

Consideration to accept the Audit Report for Fiscal Year Ended September 30, 2023, for the City of Kennesaw as presented by Mauldin and Jenkins, LLC.

Finance Director Gina Auld introduced Christopher McKeller from Mauldin and Jenkins, LLC to present the Audit Report for Fiscal Year ended September 30, 2023, for the City of Kennesaw. Mauldin and Jenkins, LLC issued an unmodified or clean opinion as the respective financial statements presented fairly the financial position and results of operations for the city for the fiscal year ending September 30, 2023.

7. Old Business

8. New Business

A. **Resolution: Support for the Atlanta Regional Commission's (ARC) Transportation Improvement Program (TIP) Grant Application**

Consideration for approval of a Resolution acknowledging support of the ARC's TIP grant application, along with the required local match, for the Sardis Street Extension and Overpass Project.

[This item was removed and postponed to a special meeting called on April 29, 2024, at 6:00 p.m. Please see agenda item 6].

9. Committee and Board Reports

10. Public Hearing(s)

A. **Land Use Permit: 4299 Brighton Way**

Consideration for approval of a Land Use Permit application for property located at 4299 Brighton Way as submitted by Maria Balzan. Case #LU2024-02.

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for property located at 4299 Brighton Way to obtain a home occupation business license to create and sell floral arrangements. The property is surrounded by single-family detached units and is zoned Planned Unit Development. Staff believes the use is low in commercial intensity and should not cause a nuisance to adjacent properties. The Zoning Administrator recommended approval with the following conditions: the land use permit is limited to, exclusive to, and only valid for the current applicant and the life of this particular business and use, and it is not transferrable. Any changes would require additional review and approval; there shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home-based business visible from the public right-of-way; and the land use permit is valid for 24 months after the date of approval.

Motion by Mayor Pro Tem Jones to approve the land use permit application for property located 4299 Brighton Way submitted by Maria Balzan as presented, including conditions as outlined. Seconded by Councilmember Orochena.

6:58 p.m. Floor Open for Public Comments

No comments.

6:59 p.m. Floor Closed for Public Comments

Vote taken, motion unanimously approved 4-0. Motion passed.

11. Consent Agenda

Mayor Pro Tem Jones requested 11.G be removed from the Consent Agenda.

Motion by Councilmember Ferris to remove item 11. G from the Consent Agenda.
Seconded by Mayor Pro Tem Jones.

Vote taken, motion approved 3-1 (Councilmember Viars opposed). Motion passed.

Motion by Mayor Pro Tem Jones to approve items 11. A-F, and H. Seconded by Councilmember Viars.

Vote taken, motion unanimously approved 4-0. Motion passed.

Motion by Councilmember Viars to approve item 11. G. Seconded by Councilmember Ferris.

Vote taken, motion approved 3-1 (Mayor Pro Tem Jones opposed). Motion passed.

A. **Minutes: March 25, 2024, Work Session**

Approval of the March 25, 2024, City Council work session minutes.

B. **Minutes: March 28, 2024, CIE-STWP Overview Minutes**

Approval of the March 28, 2024, Capital Improvement Element and Short Term Work Program Overview minutes.

C. **Minutes: April 1, 2024, City Council Meeting**

Approval of the April 1, 2024, City Council regular meeting minutes.

D. **Minutes: April 1, 2024, Executive Session**

Approval of the April 1, 2024, City Council executive session minutes.

E. **Resolution: Transfer 2011 SPLOST Funds**

Consideration for approval of a Resolution to transfer remaining funds from the 2011 SPLOST Pine Mountain Road project to the 2011 SPLOST Cherokee Street project.

RESOLUTION 2024-17, 2024

F. **Road Closures: Amphitheater Events**

Consideration for approval of Cherokee Street closures for the 2024 Concert Series at the amphitheater at Depot Park.

H. **Resolution: Naming Rights for the Amphitheater at Depot Park**

Consideration for approval of a Resolution authorizing the Mayor to sign the Naming Rights Agreement with The Piedmont Bank regarding the new amphitheater.

RESOLUTION NO. 2024-18, 2024

G. Resolution: Depot Park Security Cameras

Consideration for approval of a Resolution authorizing the use of Parks and Recreation impact fee funds and to have the Mayor execute a quote with NetPlanner Systems, Inc. for the installation of security cameras in the amphitheater side of Depot Park.

RESOLUTION NO. 2024-19, 2024

13. Public Safety

A. Crime Statistics: March 2024

Consideration to receive the March 2024 crime statistics.

Captain Ricky Shumpert presented the March 2024 crime statistics (See **Exhibit A**).

Motion by Mayor Pro Tem Jones to receive the March 2024 crime statistics as presented. Seconded by Councilmember Orochena.

Vote taken, motion unanimously approved 4-0. Motion passed.

14. Information Technology

15. Public Works

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

7:02 p.m. Floor Open for Public Comments

ANTHONY GUTIERREZ [Candidate for City Council Post 5]: Anthony Gutierrez wanted to discuss Accessory Dwelling Units, also known as ADUs. ADU is an umbrella term used to describe extra living spaces built on an already established residential property. Housing supply isn't meeting current demands, causing the cost of living and housing prices to skyrocket, becoming unaffordable for most. By allowing homeowners to invest in these types of properties, Anthony stated the city would create opportunities for families to stay together, generate new revenue streams, and take advantage of the land they already own. The City of Kennesaw does not have specific regulations for ADUs, which creates a legal gray area. Anthony would like to have ADUs addressed in the city's code.

SAM FOSTER [County Resident]: Sam Foster is a part of a local advocacy group known as A Better Cobb, which advocates for a resilient, equitable, and productive Cobb County. The county overall is dealing with a housing shortage and a response to that shortage could be accessory dwelling units. Sam stated that ADUs are a great way to increase and diversify housing stock, which empowers homeowners to use land they already own. The problem with this idea in Kennesaw is that there is not anything in the code that explicitly states whether a homeowner can have an ADU. The Zoning

Administrator shared in an email that there is not an ordinance in the city's code regulating ADUs. A Better Cobb is proposing that an ordinance is passed allowing ADUs in all residential zoning categories (See **Exhibit B**).

MARTY HUGHES [Assistant City Manager]: The Assistant City Manager stated an email was sent to kennesawcouncil@kennesaw-ga.gov from Sam Foster about Accessory Dwelling Units (See **Exhibit C**).

ALEX CURRAN [Kennesaw Resident]: Alex Curran remarked that homeowners should be able to put ADUs on their property, which would allow families to stick together without paying a corporate land lord.

LEWIS BRAMLETT [City Resident]: Lewis Bramlett presented a local history story about the Kennesaw Book Club (See **Exhibit D**).

RICHARD HEYING [City Resident]: Richard Heying invited the public to attend Cobb County Water System's open house of the Northwest Water Reclamation Facility this weekend.

7:11 p.m. Floor Closed for Public Comments

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

Councilmember Pat Ferris is looking forward to the Big Shanty Festival this weekend.

Councilmember Madelyn Orochena shared that her daughter had her first dentist appointment this week.

Mayor Pro Tem Antonio Jones is excited about the Big Shanty Festival as well.

Councilmember Tracey Viars reminded everyone there would be a candidate forum this Wednesday at 6:00 p.m. at Lazy Guy Distillery.

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 7:13 p.m. The next regularly scheduled meeting will be held on Monday, April 29, 2024, at 6:30 P.M. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk

DRAFT



March 2024 Crime Statistics

Summary

March 2024 Group A Offenses (89) decreased by 49% compared to March 2023 (147). A vast majority of the crimes reported in March 2024 were Drug Offenses (28). This trend is also present in the data collected for crimes reported in March 2023. Drug Offenses account for approximately 31% (28) of the crimes that have occurred within our jurisdiction in March 2024. Out of the 1,074 traffic stops in March 2024, (1,225) resulted in Citations and (590) Warnings. There was a total of 88 Adult Arrests that took place during the month, which is a 12% decrease from March 2023 (100).

There were 365 traffic accidents YTD, 37 of which were classified as Hit and Run. Of the 365 accidents 26 had injuries, and 3 involved pedestrians. YTD 2024 total accidents (365) are down compared to 409 YTD 2023.

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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

April 14, 2024

Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Pat Ferris
 2529 J.O. Stephenson Avenue
 Kennesaw, GA 30144



Advocating for Accessory Dwelling Units in Kennesaw

Dear Mayor Easterling and Councilmembers:

We are writing to advocate for an Accessory Dwelling Unit (ADU) policy to be added to the Kennesaw code of ordinances. The term ADU refers to a variety of residential structures including in-law units, garage conversions, and tiny homes. This ordinance would address the pressing needs of the community, serve as additional income sources for families, and provide affordable housing options for families young and old.

From Portland, OR to Decatur, GA, cities with ADU-friendly laws have experienced significant increases in housing numbers and diversification in types of housing. These policies can help keep families close and allow neighborhoods to grow incrementally at a neighborhood pace and scale. Through thoughtful legislation, Kennesaw can provide residents with the same opportunities.

With Kennesaw's current zoning laws there are no regulations on ADUs, creating a legal gray area and a barrier for homeowners. To harness the full potential of Kennesaw's existing neighborhoods, we recommend that the council enact the following policy changes:

1. **Explicitly Allow ADUs:** Amend zoning laws to allow ADUs on any residential property in all residential zoning categories.
2. **Make building ADUs Feasible:** Create a fast-track permitting process for ADUs to encourage homeowners to add these units legally and safely. Adding more costs such as impact fees, hurdles like minimum lot size restrictions, and complexity to permitting & building an ADU disincentivizes their construction.
3. **Ease Parking and Utility Restrictions:** Reevaluate parking requirements and utility hookup regulations - such as requiring a separate connection from the primary structure - that disproportionately impact the feasibility and dramatically increase the cost of ADU projects.
4. **Offer Financial Incentives:** Consider grants, low-interest loans, or fee waivers for homeowners looking to build ADUs, especially those who commit to renting them at affordable rates.

Given the current housing crisis that we face in Kennesaw, Metro Atlanta, and the country at large, having a diverse housing stock is important. ADUs are a great way to allow homeowners to generate rental income, stay in their homes longer, and increase housing supply by giving individuals the power to expand on a smaller scale.

Thank you for considering this proposal. With your support our city can take meaningful action in addressing the housing issues we all face. If you do choose to move forward with an ordinance, we would love to be a part of the process.

Sincerely,

A Better Cobb
abettercobb@gmail.com
www.abettercobb.com

This letter incorporates general insights from the following articles and suggests specific policy recommendations based on successful practices observed in other municipalities:

Decatur's ADU Policies | City of Decatur

<https://www.decaturga.com/planning/page/accessory-dwelling-units>

All About Accessory Dwelling Units | AARP

<https://www.aarp.org/livable-communities/housing/info-2019/accessory-dwelling-units-adus.html>

Making it Easier to Build ADUs | Strong Towns

<https://www.strongtowns.org/journal/2018/9/11/if-youre-going-to-allow-adus-dont-make-it-so-hard-to-build-one>

How Cities Get 'Granny Flats' Wrong | Bloomberg CityLab

<https://www.bloomberg.com/news/articles/2017-11-22/how-accessory-dwellings-can-densify-cities>

Lea Alvarez

From: Samuel Foster <samfoster@disroot.org>
Sent: Sunday, April 14, 2024 2:47 PM
To: Derek Easterling
Cc: kennesawcouncil; City Clerk
Subject: Proposal for an Ordinance to Explicitly Legalize ADUs

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

: <https://abettercobb.com/general/open-letter-to-kennesaw-city-council-309/>

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<https://www.decaturga.com/planning/page/accessory-dwelling-units>

<https://www.aarp.org/livable-communities/housing/info-2019/accessory-dwelling-units-adus.html>

<https://www.strongtowns.org/journal/2018/9/11/if-youre-going-to-allow-adus-dont-make-it-so-hard-to-build-one>

<https://www.bloomberg.com/news/articles/2017-11-22/how-accessory-dwellings-can-densify-cities>

KENNESAW HISTORY

Kennesaw Book Club

Around 1893, Lizzie Hamilton Hardage, the wife of Kennesaw's first mayor, organized an early local book club. This was just a couple years after the community of Big Shanty was incorporated. According to Hardage, the name change to "the more musical one of 'Kinnesaw'" was a sign the town was "reaching out for nobler things." The club had members as young as three, but it is unclear if adults were also included.

Not long after the club was founded, it already had 50 members. In order to support the endeavor, Hardage wrote an article for the *North Georgia Citizen* of Dalton asking for donations of books. Interestingly, a large amount of the books requested were British, including *Swiss Family Robinson* and *The Pilgrim's Progress*. American books requested by Hardage included *Tom Sawyer* and *Little Women*.

To My Old Friends:

In the village of Kennesaw I have organized a literary club. With us, efforts toward culture and progress were few and far apart. While we were "Big Shanty" we seemed to wish to know nothing but our neighbors' affairs and the schedule of the W. and A. railroad. But now that we have changed our name to the musical one of "Kinnesaw," we are reaching out for nobler things.

Our club, itself yet an infant in age, has grown to large proportion, numbering fifty members.

At our last meeting a sweet little tot of scarcely three, gave, with proper gestures, etc., a cunning recitation that brought down the house.

Either because "Barkin is willin'" or because I am ever a busy little do nothing, the club selected me for its president, and I have not found it necessary to call an "extra session." My senators and representatives act in concert with me. I wish to widen the influence of the club by establishing for its members a circulating library at my home. I greatly need books for girls and boys. Dear friends, won't you look over your books and see what you can spare me from your abundance. I won't mind if the book is torn or back is gone, just so the kernel of the book is good. If you have a book, or even two or three to spare—for I am very greedy for my boys and girls—please send them to the home of my brother, Henry Humilton, and he will forward to me. I particularly desire copies of the following: Dickens Childs History of England, Pilgrim Progress, Swiss Family Robinson, Little Marooners, Early Dawn in Great Britain, Tom Sawyer, Mysterious Island, Little Women, Joe Boyce, books of recitation and dialogue.

LIZZIE HAMILTON-HARDAGE.

September 29, 1893 *North Georgia Citizen*

Presented by Andrew J. Bramlett at the April 15, 2024,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting

4/15/2024

Public Comment Sign-in

	Name	Address	Topic
1	LEWIS BRANLEY	2990 Summerfield Ct. Kennesaw	100% history
2	Anthony Gutierrez	4446 Palomares Dr	
3	Samuel Prosser	Monte Vista	ADUs
4	Alex Curran	30144	ADU
5	Richard Hegging	2058 White Oak Dr	Cobb water Open House
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Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: May 6, 2024

TITLE: **URA Bond: Consent to Dual Representation and Waiver of Conflict of Interest**
Approval to authorize the Mayor to sign the Consent to Dual Representation and Waiver of Conflict of Interest regarding proposed representation of the Urban Redevelopment Agency (URA) and the City of Kennesaw, GA by Nelson Mullins Riley & Scarborough LLP for the URA bond refinancing.

Summary:

Nelson Mullins Riley and Scarborough LLP are poised to represent the Urban Redevelopment Agency (URA) of the City of Kennesaw and the City of Kennesaw, Georgia in connection with refinancing of bonds issued by the parties with Raymond James & Associates acting as underwriter. Nelson Mullins Riley and Scarborough LLP also represents Raymond James & Associates in connection with a variety of matters, including, but not limited to, investment banking. Because the matters are unrelated, Nelson Mullins believes the representation of either client will not adversely affect the other and must receive the informed consent of both clients to the respective representations.

Recommendation:

City Manager recommends authorizing the Mayor to sign the Dual Representation and Waiver of Conflict of Interest with Nelson Mullins for the refinancing of URA bonds.

Fiscal Impact:

Attachments:

1. Consent to Dual Representation and Waiver of Conflict of Interest



Earle R. Taylor III
T: (404) 322-6130
earle.taylor@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW
201 17th Street NW
Suite 1700
Atlanta, GA 30363
T: (404) 322-6000 F: (404) 322-6050
nelsonmullins.com

April 8, 2024

Urban Redevelopment Agency
of the City of Kennesaw
Kennesaw, Georgia

City of Kennesaw, Georgia
Kennesaw, Georgia

Re: Consent to Dual Representation and Waiver of Conflict of Interest

Ladies and Gentlemen:

This letter confirms our recent conversations concerning our proposed representation of the Urban Redevelopment Agency of the City of Kennesaw and the City of Kennesaw, Georgia (collectively the "Kennesaw Parties") in light of our ongoing representation of Raymond James & Associates, Inc. ("Raymond James").

You have asked Nelson Mullins Riley & Scarborough LLP (the "Firm") to represent the Kennesaw Parties in connection with a public offering of revenue bonds issued or supported by the Kennesaw Parties with Raymond James acting as underwriter (the "Kennesaw Matter"). As you know, the Firm currently represents Raymond James in connection with a variety of matters including, but not limited to, investment banking matters, and expects to represent Raymond James in future, similar matters (the "Raymond James Matters").

The interests of the Kennesaw Parties in the Kennesaw Matter are adverse to those of Raymond James. Applicable ethical rules prohibit us from undertaking the representation of parties with directly adverse interests unless we reasonably believe the representation of either client will not adversely affect our representation of the other client and unless we obtain the informed consent of both clients to the respective representations. Consequently, we want to provide you with sufficient information to allow you to evaluate the ramifications of the dual representation and the significance of granting your consent.

Because the Kennesaw Matter and the Raymond James Matters are not related, we believe that we would be able to provide appropriate representation of both the Kennesaw Parties in the Kennesaw Matter and Raymond James in the Raymond James Matters and that our representation of each client will not be materially limited by our responsibilities to the other client. Under these

Urban Redevelopment Agency
of the City of Kennesaw
City of Kennesaw, Georgia
April 8, 2024
Page 2

circumstances, we do not see any risk that information confidential to the Kennesaw Parties will be disclosed or used in a manner adverse to its interests. Nevertheless, the Kennesaw Parties should consider these matters for itself and should determine, with the assistance of independent legal counsel if it desires, whether it agrees with our conclusions and is prepared to provide its informed consent to our representation of the Kennesaw Parties and Raymond James as outlined herein.

We have obtained the written consent of Raymond James to the Firm's representation of the Kennesaw Parties in the Kennesaw Matter.

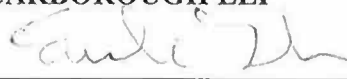
If you later decide to revoke this consent while the conflict of interest addressed by this waiver is still in existence or remains contemplated, we will have the right to withdraw from representing you and you agree that you will not object to our continuing representation of Raymond James even though that continuing representation may be adverse to you.

Thank you very much for your thoughtful consideration of this matter. If you have any questions or concerns, please feel free to contact me. If, after such review as you believe appropriate, the Kennesaw Parties are willing (1) to consent to the Firm's representation of the Kennesaw Parties in the Kennesaw Matter in which Raymond James is adverse, (2) to consent to the Firm's ongoing representation of Raymond James in the Raymond James Matters, (3) to agree that the Kennesaw Parties will not object to our representation of, or seek to disqualify us from representing, Raymond James in the Raymond James Matters, and (4) to waive any conflict of interest that otherwise could be said to be presented, please sign the enclosed counterpart of this letter in the space provided and return it to us for our files.

We appreciate your consideration with respect to this matter, and we look forward to the opportunity to serve you.

Very truly yours,

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

By: 

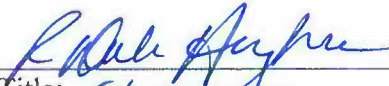
Earle R. Taylor, III, Partner

ERT/ajp

Urban Redevelopment Agency
of the City of Kennesaw
City of Kennesaw, Georgia
April 8, 2024
Page 2

Consented and agreed to:

**URBAN REDEVELOPMENT AGENCY
OF THE CITY OF KENNESAW**

By: 
Title: Chairman

CITY OF KENNESAW, GEORGIA

By: _____
Title: _____

Date: April __, 2024



Item Report

TO: The Honorable Mayor and City Council
FROM: Ricky Stewart, Public Works Director
DATE: May 6, 2024
TITLE: **Surplus: City Vehicles**
 Approval to surplus and disposal of seven (7) City vehicles.

Summary: The City has surplus vehicles in need of disposing. These items are considered surplus by purchase of replacements or due to repairs that are more costly than value. Staff will attempt to sell the surplus items on the open market. However, if no bids are received, the items will be sold as scrap metal. The surplus items are as follows:

Year	Make / Model	VIN Number / Serial Number	Department
2013	Ford Interceptor Sedan	1FAHP2M84DG130411	Police
2014	Ford Interceptor Sedan	1FAHP2MK7EG185867	Police
2014	Ford Interceptor Sedan	1FAHP2MKXEG185863	Police
2013	Chevrolet Tahoe	1GNLC2EOXDR159674	Police
2005	Chevrolet Trailblazer	1GNES16S356110177	Park & Rec
2001	Ford F-150	2FTPF17ZX1CA81168	Park & Rec
2013	Ford F-150	1FTMF1CM8DFD27690	Park & Rec

Recommendation:

The Public Works Director recommends declaring the aforementioned vehicles as surplus.

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: May 6, 2024

TITLE: **Resolution: Award Bid and Contract for Replacement of the Southern Museum's HVAC Roof Top Unit (RTU)**
Approval of Resolution to award the bid and contract to T&T Commercial Equipment for the replacement of the Southern Museum's 17.5 ton HVAC RTU.

Summary:

This is for the replacement of a current 17.5 ton RTU unit at the Southern Museum that is not repairable. Replacement is the only option for this unit. This RTU unit controls the temperature and humidity in the lobby area as well as the exhibit area.

Recommendation:

The Building and Facilities Director recommends approval of this proposal.

Fiscal Impact:

This project is being funded by 2022 SPOST Facility Improvements

Attachments:

1. RES 2024 - Museum HVAC RTU Replacement
2. Exhibit A
3. Southern Museum RTU Replacement -Recommendation of Award
4. Southern Museum Bid Sheet

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION TO AWARD THE BID AND CONTRACT WITH T&T COMMERCIAL
EQUIPMENT FOR THE REPLACEMENT OF A HVAC ROOF TOP UNIT (RTU) AT
THE SOUTHERN MUSEUM**

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

WHEREAS, the RTU at the Southern Museum controls the temperature and humidity in the lobby and exhibit areas and cannot be repaired; and

WHEREAS, the scope of work includes all material and labor necessary for the removal and replacement of a 17.5 ton rooftop HVAC unit; and

WHEREAS, T&T Commercial Equipment was the lowest qualified bid of \$52,517.45 which will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to award the bid and sign the contract with T&T Commercial Equipment for replacement of the RTU as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of May, 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

City of Kennesaw, Georgia

Southern Museum RTU Replacement Project



CITY:

City of Kennesaw, Georgia

2529 J. O. Stephenson Avenue

Kennesaw, Georgia 30144

First Advertisement: February 23, 2024

Second Advertisement: March 8, 2024

Pre-Bid Meeting: March 11, 2024, 10:00am

Proposal Opening: March 22, 2024

2:00pm Local Time, City Hall Training Room



200 Cobb Parkway North
Building 400, Suite 413
Marietta, GA 30062

o | 770.971.5407

f | 770.971.0620

croyengineering.com

TABLE OF CONTENTS

Advertisement for Bidders	Adv-1
---------------------------	-------

SECTION ONE – INFORMATION FOR BIDDERS

Receipt and Opening of Bids	1-1
Preparation of Bid	1-1
Qualifications of Bidders	1-2
Bid Security	1-4
Liquidated Damages and Failure to Enter into Contract	1-4
Time of Completion and Liquidated Damages	1-4
Condition of Work	1-4
Addenda and Interpretations	1-5
Security for Faithful Performance	1-5
Power of Attorney	1-5
Notice of Special Conditions	1-5
Laws and Regulations	1-5
Method of Award	1-6
Obligation of Bidder	1-6
Correlation and Intent of Documents	1-6
Claims	1-7
Order of Work	1-7
Subcontracts	1-7
Timely Execution	1-7
Pre-Bid Conference	1-8

SECTION TWO – CONTRACT DOCUMENTS

Bid Bond	2-1
Bid Proposal	2-3
Performance Bond	2-7
Labor and Material Payment Bond	2-9
Contract	2-12
Certification of Owner's Attorney	2-14
E-Verify	2-15

TABLE OF CONTENTS

SECTION THREE – GENERAL CONDITIONS

Contract and Contract Documents	3-1
Definitions	3-1
Correlation and Intent of Documents	3-2
Additional Instructions and Detail Drawings	3-2
Shop or Setting Drawings	3-2
Materials, Services and Facilities	3-3
Contractor's Title to Materials	3-3
Materials Furnished by the Contractor	3-3
Inspection and Testing of Materials	3-3
"Or Equal" Clause	3-3
Patents	3-4
Surveys, Permits and Regulations	3-4
Lines and Grades	3-5
Contractor's Obligations	3-5
Contractor's Responsibility	3-5
Weather Conditions	3-6
Safety Provisions	3-6
Use of Explosives	3-6
Sanitary Provisions	3-6
Public Convenience and Safety	3-7
Protection of Work and Property – Emergency	3-7
Inspection	3-7
Reports, Records and Data	3-7
Superintendence by Contractor	3-8
Competent Labor	3-8
Construction Equipment	3-8
Changes in the Work	3-8
Change in Contract Price	3-9
Change of the Contract Time	3-12
Correction of Work	3-12
Existing Underground Utilities and Structures	3-13
Subsurface Conditions Found Different	3-14
Claims for Extra Work	3-14
Right of the Owner to Terminate Contract	3-14
Construction Schedule and Periodic Estimates	3-15
Payments to Contractors	3-15
Acceptance and Final Payment	3-16

TABLE OF CONTENTS

SECTION THREE – GENERAL CONDITIONS (CONTINUED)

Payments by Contractors	3-17
Contractor's and Subcontractor's Insurance	3-17
Contract Security	3-21
Additional or Substitute Bond	3-21
Lien	3-21
Assignments	3-22
Mutual Responsibility of Contractors	3-22
Coordination with Other Contractors	3-22
Subcontracting	3-22
Engineer's Authority	3-23
Limitations of Engineer's Responsibilities	3-24
Use of Premises and Removal of Debris	3-24
Estimate of Quantities	3-25
Rights-of-Way and Suspension of Work	3-25
Guaranty	3-25
Conflicting Conditions	3-26
Notice and Service Thereof	3-26
Provisions Required by Law Deemed Inserted	3-26
Suspension of Work	3-26
Maintenance of Operations	3-26
Maintenance	3-27
Protection and Restoration of Property	3-27
Indemnification	3-28
Use and Occupancy Prior to Acceptance by Owner	3-28
Interest of Federal, State or Local Officials	3-29
Other Prohibited Interests	3-29
Use of Chemicals	3-29
Maintenance of Traffic	3-29
Special Hazards	3-29
Engineer's Directions Regarding Work Partially Completed	3-30
Engineer's Examination of Work Completed	3-30
Engineer's Liability	3-30
Erosion and Sediment Control	3-30
Acceptance of Final Payment Constitutes Release	3-30
Owner's Right to Suspend Work	3-31
Time for Completion and Liquidated Damages	3-31
Inclement Weather	3-32

TABLE OF CONTENTS

SECTION THREE – GENERAL CONDITIONS (CONTINUED)

Claims and Disputes	3-33
Independent Contractor Status	3-34
Entire Agreement	3-34
Amendment	3-34
Severability	3-34
No Waiver	3-34
Venue and Jurisdiction	3-34
Nondiscrimination	3-35
E-Verify Compliance	3-35
Benefit of Parties	3-35

SECTION FOUR – MEASUREMENT AND PAYMENT

Measurement and Payment	4-1
-------------------------	-----

EXHIBITS

REQUEST FOR PROPOSAL

Sealed proposals will be received by the City of Kennesaw, Georgia, herein referred to as the City, at the office of the City Clerk located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 until: Friday, March 22, 2024, 2:00 pm, Local Time, at which time all received proposals will be opened and recorded, for the furnishing of all materials, labor, tools, skills, equipment, and incidentals necessary for the completion of the:

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

A total of five (5) paper copies, and one (1) digital copy provided on a USB/flash drive device, of the proposal shall be required. Factors used in evaluating proposals will include: Firm Qualifications, References, Experience, Litigation Record, and Project Cost. Proposals received after the designated time will not be considered.

The principal items required for the project shall include all materials and labor necessary for the removal and replacement of a 17.5-ton rooftop HVAC unit.

General conditions, specifications and contract documents shall be obtained at no cost from the Kennesaw City Clerk's Office upon request via email to Lea Alvarez lalvarez@kennesaw-ga.gov. Only a proposal submitted by a Contractor on record with the City Clerk's Office as having received general conditions, specifications and contract documents from the Issuing Office will be opened.

General conditions, specifications and contract documents are open to public inspection at the office of Croy Engineering located at 200 Cobb Pkwy N, Bldg. 400, Suite 413, Marietta, Georgia, 30062. Contract time for final completion shall not exceed Forty-Five (45) consecutive calendar days from the Notice To Proceed.

Payment will be made to the contractor each calendar month based on the estimated work completed and in place as described by the standard specifications. Final payment of amounts withheld or deposited in escrow will not be made until the City of Kennesaw has certified that the work has been satisfactorily completed and accepted.

Each proposal must be accompanied by a cashier's check or certified check on a duly organized bank made payable to City of Kennesaw or a bidding bond executed by the bidder, and a surety company authorized to transact business in the State of Georgia, in the sum of not less than five percent (5%) of the total amount of the bid.

All proposals must be made out on the bid form furnished with the Contract Documents, in accordance with the instructions in the information for bidders. No interlineations, additions or deletions shall be made in the bid form by the Bidder.

No proposal may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The City reserves the right to reject any or all proposals, to waive formalities, re-advertise, and to reduce or add to the contract from time to time.

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

Advertisement Run Dates:
February 23, 2024
March 8, 2024

SECTION ONE

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF PROPOSALS

The City of Kennesaw, Georgia (hereinafter called the City), invites competitive cost sealed proposals for SOUTHERN MUSEUM RTU REPLACEMENT PROJECT. Proposals will be received by the City at City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144 until Friday, March 22, 2024, 2:00 pm, Local Time, and then at said City Hall opened and recorded. The envelope containing the proposals must be sealed and designated on the outside of the envelope as proposal for:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject all proposals. Any proposal may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No bidder may withdraw a proposal within Sixty (60) days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Each proposal must be submitted on the prescribed form/s. If unit pricing form is contained within, all blank spaces for unit prices must be filled in, in ink or typewritten, in both words and numerals. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the City.

Bidders must submit five (5) paper copy of proposal documents as well as one (1) digital copy provided on a USB/flash drive device.

3. QUALIFICATIONS OF BIDDERS

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. By submission of its Proposal, the Bidder acknowledges the right of the City to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the City. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

All bidders must demonstrate the following:

SUBMISSION OF STATEMENT OF QUALIFICATIONS

Responses must be submitted in a sealed envelope bearing on the outside the name of the Firm, the Firm's address, and the name of the Project for which the Response is submitted. If forwarded by mail, the sealed envelope containing the Response must be enclosed in another envelope addressed as specified above. All sealed Responses shall include five (5) paper copies and one (1) digital copy provided on a USB/flash drive device. Responses shall include and/or address all submittal requirements listed below. Please note maximum page limit for some sections.

1. Cover Page

- a. Include the project name (SOUTHERN MUSEUM RTU REPLACEMENT PROJECT)

2. Table of Contents

3. Required Documents

- a. Provide items specified in the "Submission of Statement of Qualifications"

4. Firm Qualifications (15 Page Limit)

- a. Capability of the firm to progress and complete the work, taking into consideration size of work force, current workload, in house staff capabilities and the like. At a minimum, Responses should provide the following information:
 - i. Provide proof of ~~Georgia General Contractor license~~ and Business License.

- ii. Provide Summary of firm history. Include founding date and years of continuous operation.
- iii. Identify the primary point of contact for the overall administration of this project.
- iv. Identify key team members available for this project.
- v. List qualifications of staff to be assigned to this project.
- vi. List years in construction and years with firm for staff to be assigned to this project.
- vii. Provide the office location for each listed team member. Preference will be given to teams with a local presence.

5. References and Relationships (10 Page Limit)

- a. Four references from clients detailing level of prior satisfaction.
- b. Four references from sub-contractors, listing projects (with dates) completed with your firm and detailing level of prior satisfaction.

6. Experience (10 Page Limit)

- a. Previous experience of the firm or key team members with similar projects. List awards or commendations, cost effective performance, timely completion, and demonstrated ability.
- b. Experience on projects of similar scope.
- c. Experience within the City of Kennesaw and Cobb County.
 - i. Please list any projects in which the City of Kennesaw was the owner.

7. Litigation Record

- a. Provide a comprehensive ten (10) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome.

8. Project Cost

- a. A Bid Proposal must be completed using pages 2-3 through 2-5 in the Program Manual and is only required be included with the paper submittal of the response and should be submitted in a separately sealed envelope. The Bid proposal should NOT be included with the digital copy of the Response provided on a USB/flash drive device.

CITY QUESTIONS

Any Firm that submits a Response may be requested to provide additional information to the City of Kennesaw. Such information is only for the purpose of clarification and in no way changes the Firm's Response as originally submitted. The City of Kennesaw reserves the right to ask any or all Firms to clarify any portion of their Response after submission.

4. BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of not less than 5% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest responsible bidders within three (3) business days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the Contract, or, if no award has been made within 180 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5. LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within forty-five (45) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of \$500 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

7. CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the design and construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of general conditions, specifications or other Contract documents shall not be binding over written material. Every request for such interpretation should be in writing, via email, addressed to Mr. Roy Acree, email: racree@croyeng.com and to be given consideration must be received by Wednesday, March 13, 2024, 5:00pm Local Time. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be mailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under this contract, and furnishing materials in connection with its contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

12. LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. METHOD OF AWARD

The contract shall be awarded pursuant to O.C.G.A. § 36-91-21, to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth herein. The information requested in the "Submission of Statement of Qualifications" section of this RFP will serve as the selection criteria and is surmised below.

Selection Criteria

Firm Qualifications

Experience

Project Cost

References

Litigation Record

In the event the City Council approves the selection of the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth herein, the City intends to enter into a contractual agreement with the selected Firm.

14. OBLIGATION OF BIDDER

At the time of the opening of proposals, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the general conditions, specifications, and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

Each bidder agrees to waive any claim it has or may have against the City, the Engineer, and their respective elected officials, officers, attorneys, and employees, arising out of or in conjunction with the administration, evaluation, or recommendation for award of any bid. The City reserves the right to reject any or all proposals; to waive formalities; re-advertise; and to reduce or add to the Contract from time to time.

15. CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe in detail all construction entailed in this Project. The Contractor will furnish plans, all labor, materials, equipment, transportation, tools, and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

16. CLAIMS

The City reserves the right to refuse to issue any voucher and to direct that no payment shall be made to the Contractor in case they have reason to believe that said Contractor has neglected or failed to pay any Subcontractor, material dealer, worker or employee for work performed on or about the Project including work as set forth in these specifications, until the City is satisfied that such Subcontractors, material dealers, worker, or employees have been fully paid. However, this provision shall not obligate the City to intervene in any claim.

17. ORDER OF WORK

The work shall be started at such points as the City shall designate and shall be prosecuted in the order it directs. This applies to both location and items of construction.

18. SUBCONTRACTS

If required by the City the apparent Successful Bidder, and any other Bidder so requested, will within seven (7) calendar days after the day of the Bid opening submit to City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. If City or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer. All subcontractors submitted for consideration must comply with e-Verify requirements.

19. TIMELY EXECUTION

When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Contract and all other Contract Documents. Within ten (10) calendar days thereafter Contractor shall sign and deliver at least five (5) counterparts of the Contract to City with all other Contract Documents attached. Within ten (10) calendar days thereafter City will deliver 2 fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by City and Contractor and such identification shall be binding on all parties.

20. PRE-BID CONFERENCE

To ensure a full understanding of site constraints and City expectations, a Pre-bid Meeting will be required for this project. This Pre-bid meeting is scheduled to occur at 10:00am, Monday March 11, 2024 at the Kennesaw Southern Museum, located at 2829 Cherokee Street NW, Kennesaw, Ga. 30144.

END OF SECTION

SECTION TWO
CONTRACT DOCUMENTS

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal and

_____ as Surety,

are hereby held and firmly bound unto the City of Kennesaw, Georgia as City in the penal sum of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Kennesaw, Georgia a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND
(Continued)

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bids and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL

Principal

SEAL

Surety

BID PROPOSAL

Place _____

Date _____

Proposal of _____

(hereinafter called "Bidder") a contractor organized and existing under the laws of the State of _____, an individual, a corporation, or a partnership doing business as _____.

TO: City of Kennesaw, Georgia
(Hereinafter called "City")

Gentlemen:

The Bidder in compliance with your request for qualifications for the construction of:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

having examined the scope and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the price stated below. The price will cover all expenses incurred in performing the work required under this Contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within forty-five (45) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of \$500 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

Bidder acknowledges receipt of the following addenda:

Scope of Services – SOUTHERN MUSEUM RTU REPLACEMENT PROJECT:

The property identified for the Southern Museum RTU Replacement Project is located at 2829 Cherokee Street NW, Kennesaw, Ga. 30144.

The Kennesaw Southern Museum has a 17.5-ton Carrier HVAC unit located on its roof. This existing unit needs replacement. Due to its location and the likelihood that replacement of the existing RTU will require specialized equipment, a mandatory pre-bid meeting will be required. Please refer to Section One, Page 1-8, for time and location of the Pre-Bid meeting.

Actions needed:

- Removal and disposal of current unit.
- Installation of a new 17.5-ton RTU with Adapter Curb.
- New unit should be a Carrier, Model 50FC-M20A2A6-0A0A0 or equivalent.
 - Acceptable equivalent manufacturers: Lennox or Trane.
- Must provide current lead-times for chosen equipment.

BID PROPOSAL (Continued)

Base Bid (Lump Sum)	\$ _____ (Numerals)	_____ (Words)
Contingency (5%) (Base Bid)	\$ _____ (Numerals)	_____ (Words)
Grand Total	\$ _____ (Numerals)	_____ (Words)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above price shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said Contract and bond within ten (10) calendar days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the City; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the items shown on the plans are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated in the schedule of values; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price stated

in the schedule of values and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work by field measurement agreed to by the Project Representative, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the _____ of _____, in the amount of _____ according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Dated at: _____

The _____ day of _____, 20____.

Signature

Printed

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal hereinafter called Contractor, and _____ a corporation organized and existing under the laws of the State of _____, as Surety, hereinafter called Surety, are held, and firmly bound unto The City of Kennesaw, Georgia as obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS Contractor has by written agreement dated _____, 20____, entered into a Contract with City for:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

in accordance with exhibits and specifications prepared by Croy Engineering, LLC, Marietta, Georgia which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract price," as used in this paragraph shall mean the total amount payable by City to Contractor under the Contract and any amendments hereto, less the amount properly paid by City to Contractor. No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by City of the work thereunder.
- (3) No suit or action shall be commenced hereunder by any claimant other than in the Superior Court of Cobb County, Georgia. This Bond shall be interpreted under the laws of the State of Georgia. Jurisdiction and venue shall lie in the Superior Court of Cobb County, Georgia.

In witness whereof, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original this _____ day of _____ 20_____

Witness as to Principal

Principal

By _____ SEAL

Witness as to Surety

Surety

By _____
Attorney-in-Fact

Address

Note: Date of Bond must not be prior to date of Contract.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Principal,
and _____, a corporation organized and existing
under the laws of the State of _____, as Surety, hereinafter called Surety,
are held and firmly bound unto the City of Kennesaw, Georgia, as obligee, herein below
defined, in the amount of _____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement

this _____ day of _____ 20_____, entered into a Contract with City
for:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

In accordance with exhibits and specifications prepared by Croy Engineering, LLC,
Marietta, Georgia which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to all claimants as herein below defined, for all labor and
materials used or reasonably required for use in the performance of the Contract, then
this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

LABOR AND MATERIAL PAYMENT BOND

- (1) A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat oil, gasoline, telephone service, rental of equipment, or repair or equipment directly applicable to the Contract.
- (2) The above-named principal and surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall be entitled to attorney fees and costs for the prosecution of any such suit. The City shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the City, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 - (b) After one year from the completion of the Contract and the acceptance by City of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

LABOR AND MATERIAL PAYMENT BOND

- (c) No suit or action shall be commenced hereunder by any claimant other than in the Superior Court of Cobb County, Georgia. This Bond shall be interpreted under the laws of the State of Georgia. Jurisdiction and venue shall lie in the Superior Court of Cobb County, Georgia.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (5) This payment bond is intended as payment bond for all claimants furnishing work or material for the Contract and should be construed so as to be in accordance with applicable statutes including Official Code of Georgia Section 13-10-1(a) (2).

In witness whereof, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original this _____ day of _____ 20_____.

Witness as to Principal

Principal

By _____ SEAL

Witness as to Surety

Surety

By _____
Attorney-in-Fact

Address

This bond is issued simultaneously with performance bond in favor of the City conditioned on the full and faithful performance of the Contract.

Note: Date of Bond must not be prior to date of Contract.

CONTRACT

THIS AGREEMENT made this the _____ day of _____, 20____,
by and between the City of Kennesaw, Georgia, hereinafter called "City",
and _____ a contractor doing business
as an individual, a partnership, or a corporation* of the City of _____, County of
_____, and State of _____ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees to commence and complete the construction described as follows:

City of Kennesaw

SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

hereinafter called the "Project", for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at their own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the plans, which include all explanatory matter thereof, the specifications and Contract Documents therefore as prepared by Croy Engineering, LLC., here entitled the "Engineers" and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within forty-five (45) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of \$500 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

The City agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in Five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

City of Kennesaw, Georgia

By _____

ATTEST: (Seal)

City Clerk

Contractor

By _____

ATTEST: (Seal)

Secretary

Witness

Secretary of City should attest. If Contractor is corporation, corporate secretary should attest.

Give proper title of each person executing Contract.

CONCERNING THE CONTRACT FOR
SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

COBB COUNTY, GEORGIA

1. The City of Kennesaw is entering into a contract for SOUTHERN MUSEUM RTU REPLACEMENT PROJECT (the "Contract") with:

_____.

2. I have reviewed the Contract and it is hereby approved as to form.

BY: _____

Name: R. Randall Bentley, Sr.

Title: City Attorney for the City of Kennesaw

CONTRACTOR'S AFFIDAVIT OF INDIVIDUAL EXECUTING

(Name of Individual Executing Contract)

CONCERNING THE CONTRACT FOR
SOUTHERN MUSEUM RTU REPLACEMENT PROJECT

COBB COUNTY, GEORGIA

Personally appeared before the undersigned Notary Public, being of full age, who after being duly sworn, deposes and says:

1. That I am over 18 years of age, competent to make this affidavit, and I am executing this affidavit in my individual capacity.
2. That I am the _____ (title) of _____ (the "Company"), which is entering into a contract for SOUTHERN MUSEUM RTU REPLACEMENT PROJECT (the "Contract") with the City of Kennesaw, Georgia.
3. That the organizational documents of the Company provided to the City of Kennesaw are true and accurate, are in full force and effect and no proceeding is pending for dissolution or annulment of the Company.
4. That, pursuant to the organizational documents of the Company, I am authorized to legally bind the Company and to execute documents on behalf of the Company, which includes, but is not limited to, execution of the Contract with the City of Kennesaw.
5. That I acknowledge that this Affidavit is to be a part of the Contract with the City of Kennesaw. The City of Kennesaw shall rely upon the representations herein and those included in the organizational documents of the Company in making and entering into the Contract, and any material misrepresentation herein shall constitute grounds to permit said Contract to be voided by City of Kennesaw but shall also constitute the offense of false swearing to a written document.
6. This Affidavit is given for the purpose of inducing the City of Kennesaw's execution of the Contract.

FURTHER AFFIANT SAYETH NOT.

Signed: _____

Printed: _____

Title: _____

Sworn to and subscribed before me,
this ____ day of _____, 20__.

NOTARY PUBLIC

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Kennesaw has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program e-Verify Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS ____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____(name of contractor) on behalf of the City of Kennesaw has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program e-Verify Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION THREE

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms as used in this Contract are respectively defined as follows:

- (a) City - The party of the First Part in the accompanying Contract, and meaning the City of Kennesaw, Georgia.
- (b) Contractor - A person, firm or corporation with whom the Contract is made by the City and meaning _____
- (c) Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Form of Proposal (bid), General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), e-Verify, Addenda and the drawings including all changes incorporated herein before their execution.
- (d) Engineers - Refers to Croy Engineering, LLC, the Engineers appointed by the City as representatives of the City, and to their properly authorized agents, limited to the particular duties entrusted to them.
- (e) Project - Refers to the Work to be performed as set forth in the Contract Documents for SOUTHERN MUSEUM RTU REPLACEMENT PROJECT.
- (f) Project Representative - Refers to the authorized representative of the Engineers, who is assigned to the site or any part thereof.
- (g) Subcontractor - A person, firm or corporation supplying labor and/or materials for work at the site of the Project for, and under separate Contract or agreement with the Contractor for performance of a part of the work at the site.
- (h) Work on (at) the Project - Work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor.

3. CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

The intent of the documents is to describe all construction entailed in this Project. The Contractor will furnish all labor and materials, equipment, transportation, tools, and appurtenances such as may be reasonably required under the terms of the Contract to make each part of the work complete.

The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Engineers will decide which shall govern. Special specifications stated on the Drawings govern that piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

4. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as previously mentioned. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time it furnishes such drawings.

6. MATERIALS, SERVICES AND FACILITIES

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed by the Contractor to complete the Project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the City.

7. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale Contract or other agreement by which the seller retains an interest. The Contractor warrants that it has good title to all materials and supplies used by it in the work, free from all liens, claims and/or encumbrances.

8. MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until the Engineer has approved them. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

9. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The City shall select the laboratory or inspection agency. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

10. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

11. PATENTS

- (a) The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City of the Project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the City and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the City of the Project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract and shall indemnify the City for any cost, expense or damage, including but not limited to attorney fees and litigation costs, which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

12. SURVEYS, PERMITS AND REGULATIONS

Control alignment and benchmark data from previous engineering surveys is not available and will not be provided by the City.

The Contractor shall procure and pay all permits, licenses, and approvals necessary for the execution of this Contract.

The Contractor is required to complete the Notice of Intent (NOI) and submit to the Georgia EPD fourteen (14) days prior to beginning any construction activity.

The Contractor is required to coordinate the submittal of the Notice of Termination to the Georgia EPD, in accordance with the applicable NPDES storm water permit, once proper permanent vegetation has been established as approved by the Engineer and City.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

13. LINES AND GRADES

Benchmarks and referenced horizontal control points will be shown on the plans. Construction staking will be done by the Contractor at no additional cost to the City.

The Contractor shall furnish all necessary materials and competent personnel and shall be responsible for the adequacy and accuracy of construction staking.

The Contractor shall furnish the Engineer with an accurate record of the location of all underground pipes and other structures, and any changes from plans during construction.

14. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of its improper construction, maintenance, or operation.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the City.

15. CONTRACTOR'S RESPONSIBILITY

The Contractor shall indemnify and hold harmless the City and shall be responsible for all material and work until they are finally accepted by the City and shall repair at its own expense any damage that it sustains before their final acceptance. The Contractor shall be responsible for all damages caused by it of whatever nature and must settle all claims arising from such damage without cost to the City; it shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against the Contractor or the City, by reason of, or connected with the work under the Contract. Should any claim arise, the City may hold back sufficient money to meet said claims or until the Contractor has satisfied the City that all claims against it as the result of its work have been adjusted. Contractor must also show that there are no claims or liens whatsoever outstanding at the completion of its Contract before final payment is made.

16. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct; the Contractor will and will cause its Subcontractors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

17. SAFETY PROVISIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Sec. 107 or the Contract Work Hours and Safety Standards Act (PL 91-54).

The Contractor shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from its failure or their improper construction, maintenance, and operation.

The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

18. USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property, and whenever directed or otherwise indicated, the number and size of the charges shall be reduced. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual at least eight (8) hours in advance of any blasting which may endanger his or their property on, along, or adjacent to the site of the work. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of competent watchmen at all times.

19. SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

20. PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Engineer. No roadway shall be closed or opened except by express permission of the Engineer and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

21. PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the City's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such be caused directly by errors contained in the Contract or by the City, or its duly authorized representative.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the City in a diligent manner. Contractor shall notify the City immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the City for approval.

Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or any adjoining property, it shall act as instructed or authorized by the City.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 27 of the General Conditions.

22. INSPECTION

The authorized representatives and agents of the City shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

23. REPORTS, RECORDS AND DATA

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the City may request concerning work performed or to be performed under this Contract.

24. SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the City and the Engineer and shall be one who can be continued in that capacity for the job involved unless the representative ceases to be on the Contractor's payroll.

25. COMPETENT LABOR

The Contractor shall employ only competent and skilled workers on the Project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman or worker whom the Engineer may consider incompetent or undesirable.

26. CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the Project or workers, shall not be used.

27. CHANGES IN THE WORK

27.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 28. A Change Order signed by the Contractor indicates his agreement therewith.

27.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Engineer entitles him to an increase in the Contract Price or extension of Contract Time, Contractor shall inform the Engineer in writing of the amount of increased price or time associated with the Field Order, and it shall include reference to appropriate Contract Documents supporting the basis for the claim, and it shall not proceed with the work in question until a written decision has been rendered by the Engineer.

27.3 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

27.4 It is the Contractor's responsibility to notify its surety of any changes affecting

the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the City.

27.5 The term Change Order is defined as a written order to the Contractor signed by the City (or the Engineer acting as the City's agent) which authorizes a change in the work or the Contract price or the Contract time issued after execution of the Contract.

27.6 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without changing the Contract Price, except where authorized by Change Order.

28. CHANGE IN CONTRACT PRICE

28.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

28.1.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

28.1.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 28.4.2.1).

28.1.3 On the basis of the Cost of the Work (determined as provided in paragraphs 28.4 and 28.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraphs 28.4 and 28.5).

28.2 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 28.3.

28.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by City.

28.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.

28.2.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to it and shall deliver such Bids to City who will then determine with the advice of Engineer, which Bids will be accepted.

28.2.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.

28.2.5 Supplemental costs including the following:

28.2.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

28.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

28.2.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

28.2.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

28.2.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

28.2.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages and expenses shall be included in the Cost of

the Work for the purpose of determining Contractor's Fee.

28.2.5.7 The cost of utilities, fuel, and sanitary facilities at the site.

28.2.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

28.2.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

28.3 The term Cost of the Work shall not include any of the following:

28.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and Contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 28.2.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

28.3.2 Expenses of Contractor's principal and branch offices other than his office at the site.

28.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

28.3.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

28.3.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 28.4.

28.4 The Contractor's Fee which shall be allowed to Contractor for its overhead and profit shall be determined as follows:

28.4.1 a mutually acceptable firm fixed price; or if none can be agreed upon;

28.4.2 a fee based on the following percentages of the various portions of the Cost of the Work.

28.4.2.1 for costs incurred under paragraphs 28.2.1 and 28.2.2, the Contractor's Fee shall be fifteen percent (15%).

28.4.2.2 for costs incurred under paragraph 28.2.3, the Contractor's Fee shall be five percent (5%); and if a Subcontract is based on Cost of the Work Plus a Fee, the maximum allowable to Contractor on

account of overhead and profit of all Subcontractors shall be fifteen percent (15%):

28.4.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 28.2.4, 28.2.5, and 28.3;

28.4.2.4 the amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent (10%) of the net decrease; and

28.4.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 28.4.2.1 through 28.4.2.4, inclusive.

28.5 Whenever the cost of any Work is to be determined pursuant to paragraph 28.2 or 28.3. Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

29. CHANGE OF THE CONTRACT TIME

29.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to City and Engineer within ten (10) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days (45) of such occurrence unless Engineer allows an additional period to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if City and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

29.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefor as provided in paragraph 29.1. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

29.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 29 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

30. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Engineer who shall be the final judge of the quality and

suitability of the work, material, processes of manufacture and methods of construction for the purposes for which they are used. Should any fail to meet its approval, it shall be forthwith reconstructed, made good, replaced and/or corrected by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

31. EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- (a) The City and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- (b) In preparing the plan drawings there has not been an all-inclusive search for identifying existing underground utilities. Therefore, any information pertaining to existing utilities is provided only for preliminary purposes and implies no guarantee as to accuracy or completeness. Prior to blasting or excavation, the Contractor is responsible for contacting all utility owners in the area. Specifically, the Contractor shall contact the "one-call notification center" SEVENTY-TWO (72) hours in advance of blasting or excavation as required by Georgia Law.
- (c) Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Engineer for resolution of the conflict.
- (d) Temporary supports, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Engineer.
- (e) All costs in connection with supporting, protecting, relocating, removal, repair of damage, restoration, and other work on affected existing utilities and other existing underground structures whether or not they are shown on the plans, not borne by the City or owners of the utilities, shall be borne by the Contractor. No separate payment will be made for any work performed as herein above specified unless otherwise stated in the proposal as a separate payment item. All costs in connection therewith shall be included in the Contract price for the item to which the work pertains.
- (f) The Contractor shall be solely responsible to the City and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

32. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, it shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications, it will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 27 of the General Conditions.

33. CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Engineer approved by the City, as previously mentioned, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 27.3, of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

34. RIGHT OF THE CITY TO TERMINATE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and the surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) calendar days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination the City shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) calendar days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by Contract or by force for the account and at the expense of the Contractor and the Contractor and the Surety shall be liable to the City for any excess cost occasioned the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

35. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the City, (a) a detailed estimate giving a complete breakdown of the Contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

36. PAYMENTS TO CONTRACTORS

- (a) No later than thirty (30) days after submittal of a progress payment request the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the City shall retain ten percent (10%) of the amount of each estimate (as retainage).
- (b) At substantial completion of the work and as the City's authorized Contract representative determines the work to be reasonably satisfactory, the City shall within thirty (30) days after invoice and other appropriate documentation, as may be required by the Contract documents are provided pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the City's authorized Contract representatives shall be withheld until such item or items are completed.
- (c) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (d) All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.
- (e) The Contractor agrees that it will indemnify and save the City harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations

hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

- (f) If at any time the City shall determine that the amount of work completed at that time is lagging behind the Contract schedule by more than twenty percent (20%), the City may determine that the Contractor is not faithfully performing on the Contract and therefore the City may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the City determines the work to be progressing satisfactorily.
- (g) On all Contracts relating to installation, extension, improvement, maintenance or repair of any water or sewer facility, retainage shall be invested at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in the Contract, or in any amendments or change orders approved in accord with the terms of the Contract.
- (h) Final payment of the retained amounts to the Contractor under the Contract to which the retained amounts relate shall be made after certification by the Engineer that the work has been, to the best of his knowledge, satisfactorily completed and is accepted.

37. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of the corrections list the Contractor shall complete all items and submit the final payment request within thirty (30) days. Upon completion by the Contractor of The Work and correction list items, including the receipt of any final written submission of the Contractor and the approval thereof by the Kennesaw Public Works Department, the City will pay the Contractor as set forth below.

When the Project provided for under this Contract shall have been completed by the Contractor, and all parts of the work have been approved by the Engineer according to the Contract, the Engineer shall, within ten (10) calendar days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates

upon which payments have been made are approximate only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to the Contractor within sixty (60) days after approval by the Engineer, provided that the Contractor has properly maintained and operated the Project as specified under these specifications, and provided, that Contractor has furnished to the City a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this Contract.

38. PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

39. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the City, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance has been so obtained and reviewed.

- a. Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 1. Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or

death of any person other than Contractor's employees;

4. Claims for damages insured by personnel injury liability coverage which are sustained (i) by any person because of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to City and Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish City with evidence of continuation of such insurance at final payment.

- b. Contractual Liability Insurance: The comprehensive general liability insurance required by paragraph (a) will include Contractual liability insurance applicable to Contractor's obligations under separate Contract and Subcontracting.
- c. Unless otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these supplementary conditions or required by law). This insurance shall include the interest of City, Contractor and Subcontractors in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and other perils as may be provided in these supplementary conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work

stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days' prior written notice has been given to the City.

- d. Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of City, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- e. City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- f. If City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs a, b, c, and d, City will notify Contractor thereof within ten days of the date of delivery of such certificates to City. Contractor will provide to the City such additional information in respect of insurance provided by him as City may reasonably request. The right of the City to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.
- g. Partial Utilization - Property Insurance: If City finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.
- h. The limits of liability for the insurance required by paragraph (a) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under paragraph 39.a.1 and 39.a.2, Worker's Compensation:

- | | | |
|-----|---------------------------|--------------------------|
| (1) | State | Statutory |
| (2) | Applicable Federal (e.g.) | Statutory |
| | Longshoreman's: | |
| (3) | Employer's Liability: | \$500,000 per person |
| | | \$500,000 per occurrence |

For claims under 39.a.2 through 39.a.5,

- | | | |
|-----|--|---|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each person |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate,
Products and Completed
Operations |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Occurrence |
| (3) | Property Damage Liability | |
| | insurance will provide Explosion,
Collapse and Underground
coverages where applicable. | |
| (4) | Personal Injury, with employment
exclusion deleted | |
| | \$1,000,000 | Annual Aggregate |

For claims under 39.a.6, Comprehensive Automobile Liability:

- | | | |
|-----|------------------|-----------------|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Accident |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Occurrence |

The Contractual Liability required by paragraph 39.b of the General Conditions shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

\$1,000,000	Each Occurrence
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Property Damage:

\$1,000,000	Each Occurrence
-------------	-----------------

\$1,000,000	Annual Aggregate
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Scope of Insurance and Special Hazards - The amounts stated in subparagraph "h" above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

40. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one-hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a payment bond in an amount at least equal to one-hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

41. ADDITIONAL OR SUBSTITUTE BOND

If at any time the City for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) business days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the City.

42. LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the City a complete release from any liens which may arise out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the City all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

43. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any money due to or to become due hereunder without written consent of the City. In case the Contractor assigns all or part of any money due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

44. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of negligence on the part of the Contractor, any other Contractor or Subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim, including but not limited to Attorney fees and costs.

45. COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

46. SUBCONTRACTING

(a) The Contractor shall utilize the service of a specialty Subcontractor on those parts of the work which, under normal Contracting practices, are performed by specialty Subcontractors. Provided - that if the City shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided further - that if the City shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

(b) The Contractor shall not be allowed to award work to any Subcontractor prior to written approval of the City, which approval will not be given until the Contractor submits to the City, a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

(c) The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Contractor, as it is for the acts and omissions of persons directly employed by Contractor.

(d) The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

47. ENGINEER'S AUTHORITY

In addition to the authority granted elsewhere in this contract, the Engineer will have authority to disapprove or reject defective work and will also have authority to require special inspection or testing of the work.

The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work shall be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Engineer and the other party within forty-five (45) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, Engineer will not show partiality to City or Contractor, and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

48. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither the Engineer's authority to act under this Contract, nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the work, it is intended that such requirement, direction, review or judgement will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the work.

The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

49. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at its own expense:

- (a) To take every precaution against injuries to persons or damage to property;
- (b) To store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors;
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) Before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat orderly condition; and
- (f) To affect all cutting, fitting, or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

50. ESTIMATE OF QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the City to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

51. RIGHTS-OF-WAY AND SUSPENSION OF WORK

The City shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights-of-way as the City may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of said delay, or, to withdraw from the Contract except by consent of the City, but time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

52. GUARANTY

(a) All structures erected under this Contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the City. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the City by the Contractor at his own expense.

(b) All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the City, at the Contractor's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the City.

It is the intent of these specifications that all pipelines, both underground and above ground, together with all appurtenances attached thereto, under this Contract, shall be classified as structures.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

53. CONFLICTING CONDITIONS

Any provisions in any of the Contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

54. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.

55. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

56. SUSPENSION OF WORK

Should the City be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the City, the Contractor shall not be entitled to make or assert a claim for damages by reason of said delay; but time for completion of the work will be extended to such reasonable time as the City may determine will compensate for time lost by such delay with such determination to be set forth in writing.

57. MAINTENANCE OPERATIONS

The Contractor shall schedule and execute his work to avoid interruption of existing services or operations, public or private. The Contractor will use every precaution to prevent damage of any existing facility, and in the event of damage will, at no expense to the City, repair and otherwise make good any damage to facilities resulting from his operations in connection with the Contract. The Contractor will take whatever measures necessary to accurately determine the exact location of existing underground facilities prior to commencing construction.

58. MAINTENANCE

The Contractor will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineers have notified the Contractor in writing that the work has been finished to their satisfaction. The retained percentage will not be due or payable to the Contractor until the sixty (60) day maintenance period is up.

59. PROTECTION AND RESTORATION OF PROPERTY

- a. The Contractor shall not enter upon private property for any purpose without first obtaining permission, and it shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. Contractor shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- b. Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from this requirement, except as specifically provided in the Contract.
- c. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in its manner or method of executing said work, or due to the non-execution of said work, or at any time due to defective work or materials, and Contractor shall not be released from said responsibility until the work shall have been completed and accepted.
- d. When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, it shall restore at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

60. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City and Engineer, and the elected officials, officers, directors, members, partners, employees, agents, consultants, attorneys and Subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, and Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. If through the negligent act or omission on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against City and/or Engineer on account of any damage alleged to have been sustained, City shall notify Contractor, who shall indemnify and save harmless City and Engineer against any such claims, including but not limited to Attorney fees and costs.

61. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY CITY

The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the City, provided the City:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
- (b) Secures consent of the Surety;
- (c) Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the Project during the remaining period of construction; or
- (d) When the Project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

62. INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be entitled to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

63. OTHER PROHIBITED INTERESTS

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply Contract or any Subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply Subcontract, insurance Contract, or any other Contract pertaining to the Project.

64. USE OF CHEMICALS

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A. or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

65. MAINTENANCE OF TRAFFIC

Traffic is to be maintained on all roads and streets which must be crossed by lines. If the open-cut method is used, two separate cuts must be made leaving one lane open to traffic at all times.

The Contractor shall notify the City and D.O.T. prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

66. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting, and explosion to the extent to which such risks are present.

67. ENGINEER'S DIRECTIONS REGARDING WORK PARTIALLY COMPLETED

The Engineer may direct that any section or part of the Project considered to be in serviceable condition be placed in use or operation, even though not entirely completed. Such use or operation shall not be held to be an acceptance of the work, or section thereof, so placed in operation, or a waiver of any of the provisions of the Contract Documents.

68. ENGINEER'S EXAMINATION OF WORK COMPLETED

At the request of the Engineer, the Contractor shall, at any time before final acceptance of the work, remove, or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing or making good of the parts removed, shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the restoration shall be at the Contractor's expense.

69. ENGINEER'S LIABILITY

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to Engineer by the Contract, there shall be no liability upon the Engineer or its authorized agents and representatives, it being understood that in such matters the Engineer acts solely as the City's representative.

70. EROSION AND SEDIMENT CONTROL

Care shall be exercised in grading operations to minimize erosion. Temporary sediment control structures will be erected at the Engineer's direction where necessary. Also, Contractor shall comply with the State of Georgia and any applicable local regulations for erosion control.

71. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bond.

72. OWNER'S RIGHT TO SUSPEND WORK

The City shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the City's permission.

73. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the Contract Documents of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a Contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the Contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

74. INCLEMENT WEATHER

The following bad weather calendar days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be granted for days beyond those listed below, considering the full term of the contract. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Requests shall be submitted to the City monthly with progress payment request. Failure to submit documentation monthly may result in requests for weather day extensions to be rejected.

January 10 days	July 4 days
February 10 days	August 2 days
March 7 days	September 2 days
April 6 days	October 3 days
May 4 days	November 5 days
June 3 days	December 9 days

Data submitted in support of a request for contract extension due to inclement weather shall include, but not be limited to: documentation of impact on the critical path; daily high and low temperatures at the jobsite; daily rainfall amount at the jobsite; time that rainfall started and stopped; documented snow or ice accumulation; specific work impacted by inclement weather and date stamped photos of the impacted work or work area. A rain gauge and thermometer shall be placed at the jobsite to accurately record rainfall and temperature data.

Contractor shall maintain a Daily Record of weather conditions and their effect on the work progress. These daily records shall be used to verify any claims for weather delays.

75. CLAIMS AND DISPUTES

Engineer's Decision Required: All claims shall be referred to the Engineer for decision. A written decision by Engineer shall be required as a condition precedent to any exercise by City or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than fourteen (14) days after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data shall be delivered to the Engineer and the other party to the Contract within twenty-one (21) days (and monthly thereafter for continuing events) after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim. The opposing party shall submit any response to Engineer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless Engineer allows additional time).

Engineer's Action: Engineer will review each Claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

- (a) Deny the Claim in whole or in part;
- (b) Approve the Claim in whole or in part; or
- (c) Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

If Engineer does not take action on a Claim within said thirty (30) days, the Claim shall be deemed denied.

Engineer's written action hereunder will be final and binding upon City and Contractor.

If an issue remains unresolved after completing all procedures set forth above, either party may exercise such rights or remedies as they may have under the laws of the State of Georgia. No suit or action shall be commenced hereunder by any claimant other than in the Superior Court of Cobb County, Georgia. This Agreement shall be interpreted under the laws of the State of Georgia. Jurisdiction and venue shall lie exclusively in the Superior Court of Cobb County, Georgia.

76. INDEPENDENT CONTRACTOR STATUS

- (a) The Parties intend that the Contractor be engaged as an independent Contractor of the City. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) The Contractor may not act as agent for, or on behalf of, the City, or to represent the City, or bind the City in any manner.
- (c) The Contractor will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the City.

77. ENTIRE AGREEMENT

The Contract Documents, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

78. AMENDMENT

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

79. SEVERABILITY

If any provision or provisions of this Contract shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. If modification is not possible, the provision shall be severed. All remaining provisions of this Contract shall remain in full force and effect for the duration of this Contract.

80. NO WAIVER

A failure or delay in exercising any right, power or privilege in respect of this Contract will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

81. VENUE AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the State of Georgia without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any legal action instituted by either party arising out of this Contract shall only be brought, tried, and resolved in the Superior Court of Cobb County, Georgia. EACH PARTY HEREBY

CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE SUPERIOR COURT OF COBB COUNTY, GEORGIA.

82. NONDISCRIMINATION

Contractor will not discriminate against any person employed or applying for employment concerning the performance of Contractor's responsibilities under this Contract. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Contractor will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

83. E-VERIFY COMPLIANCE

The Contractor and any Subcontractors thereof, are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of all employees performing services under this Agreement and shall execute Affidavits to that effect on the forms provided in Section 2 of the Contract Documents. A federal immigration system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

84. BENEFIT OF PARTIES

This Contract is entered into solely for the benefit of the Parties. No third party will be deemed a beneficiary of this Contract, and no third party will have the right to make any claim or assert any right under this Contract.

END OF SECTION

SECTION FOUR
PAYMENTS AND COMPLETION

1. APPLICATIONS FOR PROGRESS PAYMENT

Payments will be made monthly in the amount of sums earned based upon the quantity complete, and/or as otherwise provided in this Contract, less previous partial payments and less an established retainage of **ten percent (10%)** of the sums earned, said retainage amount to be held by the City. The final application shall reflect the cost of the Work accomplished by the Contractor under the terms of this Contract and shall be the base for the final payment. All payments shall be made on the quantity of the Work completed and/or as otherwise provided for in this Contract. It is further agreed that upon completion of the Work by the Contractor, approval by the Engineer, and acceptance thereof by the City, the City shall pay to the Contractor a sum equal to the one hundred percent of the total compensation as set forth in the all approved payment applications, less the total of all previous partial payments paid or in the process of being paid.

At least **ten (10)** days before each progress payment falls due (but not more often than once a month), Contractor will submit to City for review by Engineer a certified/approved application for payment also filled out and signed by Contractor covering the Work completed as of the date of the application and supported by such data as City and Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to City and Engineer, as will establish City's title to the material and equipment and protect its interest, including applicable insurance.

2. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guaranties that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to City prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (referred to below as "liens"); and that no work, materials or equipment covered by an application for payment will have been acquired by Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to a Contract under which an interest or encumbrance is retained by the seller or otherwise imposed by Contractor or such other person.

3. APPROVAL OF PAYMENTS

- (a) City will, within **ten (10)** days after receipt of each duly certified and approved application for payment, either indicate in writing its approval of payment or return the application to Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the application, and City will, within **thirty (30)** days of presentation to it of an approved application for payment, pay Contractor the amount so approved.
- (b) City may refuse to approve the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests which nullify the grounds for any payment previously approved, to such extent as may be necessary in its opinion to protect itself from loss because:
 - (i) The Work is defective;
 - (ii) Claims have been filed or there is reasonable evidence indicating the probable filing of claims;
 - (iii) The Contract price has been reduced because of Modifications;
 - (iv) City has been required to correct defective Work or complete the Work in accordance with Paragraph 34 of this Agreement; or
 - (v) Of unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 49 of this Agreement.

4. SUBSTANTIAL COMPLETION

- (a) Prior to final payment, Contractor may, in writing to Engineer, certify that the entire Project is substantially complete and request that the Engineer issue a certificate of substantial completion. Within a reasonable time thereafter, Engineer and Contractor will inspect the Project to determine the status of completion. If Engineer does not consider the Project substantially complete, Engineer will notify Contractor in writing, giving its reasons for such determination. If it is determined that the Project is substantially complete, the Engineer will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between City and Contractor for maintenance. There shall be attached to the certificate a tentative list of items to be completed or collected before final payment, and the certificate shall fix the time within which such items shall be completed or collected, the time to be within the Contract Time. Upon the completion and correction of the items on the tentative list, if Engineer considers the Project substantially complete, it shall issue the definitive Certificate of Substantial Completion.

- (b) City shall have the right to exclude Contractor from the Project after the date of Substantial Completion, but City will allow Contractor reasonable access to complete or collect items on the tentative list.

5. PARTIAL UTILIZATION

Prior to final payment, City may request Contractor in writing to permit it to use a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If Contractor agrees, it will certify to City that such part of the Project is substantially complete and request the Engineer to issue a Certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter, Engineer and Contractor will make all inspection of that part of the Project to determine its status of completion. If Engineer does not consider that it is substantially complete, Engineer will notify Contractor in writing, giving it the reasons therefore. If Program considers that part of the Project to be substantially complete, it will execute and deliver to Contractor a Certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching to it a tentative list of items to be completed or corrected before final payment and fixing the responsibility between City and Contractor for maintenance as to that part of the Project. City shall have the right to exclude Contractor from all or part of the Project which Engineer has certified to be substantially complete, but City will allow Contractor reasonable access to complete or collect items on the tentative list. It is contemplated that City may desire to begin use of each portion of the Project as said portion is substantially completed rather than wait until all the entire Project is substantially complete.

6. FINAL INSPECTION

Upon written notice from Contractor that the Project is complete, Engineer will make a final inspection with Contractor and Engineer will notify Contractor in writing of any particulars in which this inspection reveals that the Work is defective. Contractor shall immediately make such corrections as are necessary to remedy such defects.

7. FINAL APPLICATION FOR PAYMENT

After Contractor has completed any such corrections to the satisfaction of City and Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required, it may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as City and Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the City and Engineer) of all liens arising out of the Contract and the labor and services performed and the material and equipment furnished thereunder. In lieu of this and as approved by City, Contractor may furnish receipts or releases in full; all affidavits of Contractor shall state that the

releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City, indemnifying City against any lien.

Any Contractor or Subcontractor are prohibited from filing a lien or encumbrance against the items delivered to or against the owned property of the City.

8. APPROVAL OF FINAL PAYMENT

- (a) If, on the basis of its observation and review of the Work during construction, its final inspection and its review of the final application for payment, all as required by the Contract, City and Engineer are satisfied that the Work has been completed, and Contractor has fulfilled all of its obligations under the Contract, the City will, within **ten (10)** days after receipt of the final application for payment, indicate in writing its approval of payment and process the application for payment. Otherwise, the City will return the application to Contractor, indicating in writing its reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the application. City will, within **thirty (30)** days of presentation to it of an approved final application for payment, pay Contractor the amount approved.
- (b) If, after Substantial Completion of the Work, final completion is materially delayed through no fault of Contractor and City so agrees, City shall make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9. CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform the Work and complete the Project in accordance with the Contract shall be absolute. Neither approval of any progress or final payment by City, nor the issuance of a Certificate of Substantial Completion, nor any payment by City to Contractor, nor any use or occupancy of the Project or any part by City, nor any act of acceptance by City nor any failure to do so, nor any correction of defective Work by City shall constitute an acceptance of Work not in accordance with the Contract.

10. WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those previously made in writing and still unsettled.

11. VERIFICATION OF COSTS

The Contractor shall, upon request, allow the examination and verification of costs by the Engineer or other representatives of the City before final payment is due. If the examination of the Contract cost records results in the determination that unallowable expenses were charged to the City by the Contractor, the Contractor shall be immediately responsible for reimbursing the City for the full amount of such unallowable expenses. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred for the Work and Project and used in support of its Proposal and shall make such documents available at all reasonable times during the period of the Contract and for **three (3)** years from the date of final payment under the Contract, for inspection by the City and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Section shall be included in any Contract it may make with any Subcontractor, assignee, or transferee.

END OF SECTION



Mr. Robbie Balenger
Building and Facilities Director
City of Kennesaw
2753 Watts Drive
Kennesaw, GA 30144

April 1, 2024

Re: Recommendation of Award: Southern Museum RTU Replacement

Mr. Balenger:

Bids were opened for the above referenced project on March 22, 2024. The lowest responsible and responsive bidder was submitted by T&T Commercial Equipment in the amount of \$52,517.45. A reference check has been completed, and qualifications of this bidder have been verified. Therefore, it is our recommendation that the contract be awarded to T&T Commercial Equipment.

Upon receipt of the City's concurrence, we will prepare the contracts and forward them to the Contractor for execution.

Enclosed for your review is a copy of the bid log for the project.

Respectfully,

Roy Acree
Program Manager
Croy Engineering, LLC

Cc: Marty Hughes, City of Kennesaw
Lia Alvarez, City of Kennesaw
Wayne McGary, Croy Engineering

Enclosure: Bid Log

City Bid Log/Results

Project: Southern Museum RTU Replacement Project

Deadline: March 22, 2024, at 2:00 p.m.

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
03/22/24	10:06 AM	John F. Pennebaker Co., Inc.	73,762.50		
03/22/24	1:19 PM	Debalski Heating and Cooling	66,833		
03/22	1:50 pm	T&T	52,517.45		
03/22	1:50 pm	5 seasons	\$62,842.50		



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: May 6, 2024

TITLE: **Budget Adjustment**
Approval of a budget adjustment of \$117,607.03 to replace the Audio/Visual system in the Court/Council Chambers and for the mayor to sign the CCS proposal.

Summary:

Recommendation:

Fiscal Impact:

Court Service Improvement Fund, 100-0000-39-110500: \$58,803.51
Court Project Fund, 100-0000-39-110600: 58,803.52

Attachments:

1. Budget Amendment Form
2. Proposal - Court/Council Chamber AV System
3. Camera Field of View
4. Maintenance Agreement

**City of Kennesaw
AMENDMENT TO ANNUAL OPERATING BUDGET**

**General Fund
Fiscal Year Ended September 30, 2024**

AMENDMENT:

Fund/Department	Account Description	Account Code	Amount
General Fund/IT	Equipment	100-1020-54-200000	\$ 117,607.03

TOTAL **\$117,607.03**

FUNDING SOURCE:

Fund/Department	Account Description	Account Code	Amount
General Fund/Revenue	Court Services Improvement Fund	100-0000-39-110500	\$ 58,803.51
General Fund/Revenue	Court Project Fund	100-0000-39-110600	\$ 58,803.52

TOTAL **\$117,607.03**

JUSTIFICATION AND BACKGROUND:

Staff are looking for a custom system design and build to replace all existing Audio/Visual components in the Court/Council Chambers. The current system has reached its useful life. Over the years, the current system has proven to need constant support and has had periods of instability (mostly related to streaming issues) but including complete failures at times. Over the past few months, staff sought out different A/V vendors who can provide a stable, technologically current, and flexible system that will provide a professional quality presentation, both in person and remotely, and be adaptable to emerging technologies. CCS Southeast is a qualified A/V vendor that can upgrade and maintain a new A/V system in the Council Chambers.

APPROVALS:

Director of Finance & Administration

Date

City Manager

Date

City Clerk

Mayor & Council Approval Date



CREATED FOR

City of Kennesaw, GA

Council Chambers System Upgrade

April 25, 2024

Prepared by: Trevor Gwin
tgwin@ccssoutheast.com

4401 Bretton Ct NW
Acworth, Georgia 30101
P | 904-998-7227 F | 904-998-7225

Project Number SP23-1592
Project Version 1.1

PROJECT NARRATIVE

Project Description:

CCS has prepared this project proposal to provide and integrate a turn-key audiovisual solution to replace existing equipment in the Council Chamber of the City of Kennesaw. This proposal is a customize design based on a site visit and Needs Analysis completed with the customer.

This proposal does include the removal of existing equipment including but not limited to existing displays, a non-functioning projector, council audio, cameras, and cabling. As equipment is removed, it will be identified and turned over to the City of Kennesaw for repurposing, resale, or disposal.

State Contract: SPD99999-SPD-SPD0000210

CCS Presentations is on State Contract for both Category 1 Box Sales and for Category 2 AV Solutions. The Professional Services rates and Equipment pricing in this proposal are in compliance with State Contract pricing.

Project Timeline and Schedule:

As this project involves the AV system in a council chamber that is also used for municipal courtroom, CCS understands that project timeline and scheduling is of utmost importance. CCS will coordinate with City management to determine the best schedule to begin the process. Installation timelines for CCS projects of this nature are typically completed within 6-8 weeks of issuance of Purchase Order or signature of contract. Upon issuance of PO or signature of contract, CCS Procurement will order materials, and provide information for our Project Manager to develop a timeline for pre-commissioning and will coordinate with the customer a time to install the system that works for both the client and the CCS installation team.

System Details:

The basis for the design of this Audiovisual System is the AV-over-IP (AVoIP) standard for video distribution. In contrast to other distribution systems, AVoIP provides a future-resistant, scalable solution that can be expanded as future needs dictate new inputs or new destinations for video and audio distribution. All AVoIP devices meet or exceed network security protocols of even the most secure environments. AVoIP standards have led to a more reliable, consistent user experience as standards are based on existing IT Industry standards rather than any one manufacturer-specific distribution method. (www.marketresearchintellect.com/product/avoip-market-size-forecast)

While this system was designed as a comprehensive solution to meet current and foreseen needs, it can be easily upgraded in cost-effective steps when unexpected needs arise in years to come. The system will provide an intuitive user experience that removes the distractions of technology and places the focus on the civil proceedings in the Council Chamber.

Based on the Needs Analysis completed during the site visit, CCS has selected the QSYS platform for audio signal processing, camera integration, and system control. Commercial Integrator magazine says, "With its adaptability, flexibility, third-party integration and that it's built on IT standards, QSC's Q-SYS Platform boasts several features that appeal to IT directors and network-focused system designers." A key feature of the QSYS platform over hardware-based control systems is the expandability and flexibility. "Q-SYS is a software-based platform and meets the demand for scalable, future-proof solutions. As an operating system, it has the flexibility to easily deliver new features to the platform with a simple software upgrade." (<https://www.commercialintegrator.com/av/5-ways-qscs-q-sys-ideal-it/>) We believe this approach will provide Haralson County with opportunities for growth not afforded by other design solutions. Video Distribution will be managed using Visionary Solutions, a QSYS certified partner.

The audio system is designed around the Televic system, which specializes in the Council meeting and courtroom environments. These microphones are paired with a speaker at each location to reduce the level of audio in the room, thus limiting the opportunities of feedback. Voicelift amplification for in-room attendants in the gallery will be captured by the gooseneck microphones. The ceiling line array microphone will allow audio in the center of the room to be captured clearly for recording and streaming. Also included in the design is a new video encoder and recorder for streaming council events.

Video will be captured using QSYS cameras. One camera will be located in the rear of the room facing the dais to capture the whole

council. A second camera will be placed on the back wall of the council dais to capture a person speaking at the podium. Future potential programming could allow automated control of the cameras based on the location of the person speaking. This programming is listed as an option later in this document.

System Training and Commissioning:

Upon completion of the installation and commissioning, CCS will provide training for a customer representative from the City of Kennesaw with system operation. With this level of system, there will be limited need for in-depth training, and as such, CCS will follow a “Train the Trainer” approach, meaning we expect to train those who are responsible for the system, rather than individual users of the system. Standard user training will be conducted by the customer after CCS has received acceptance of the system as functional.

***The following CCS and Customer Responsibilities supersede any stated responsibilities listed at the end of this contract document.*

CCS Responsibilities:

- CCS will run and terminate all low voltage cables and wires associated with AV equipment.
- CCS will provide training as described in detail in previous sections.
- CCS will provide all operation manuals and warranty documents provided by manufacturers.
- CCS will provide a Technical Data and Submittal package to include As-Built Documentation as specified in the RFP, System Drawings and Block Diagrams, Manufacturer’s Data, System Description, and Programming files in an uncompiled format to become the property of the customer.
- CCS will acquire, assemble, deliver and test all specified equipment and components to provide a fully functional system.

Customer Responsibilities:

- The customer agrees to provide power and secure backing at the display locations. If CCS must install mounting structure to provide for secure installation of the displays, it will result in a change order at the Owner's expense to include materials needed to provide secure mounting structure, time to install, and time lost due to lack of site readiness.
- The customer agrees to arrange and be responsible for ceiling and carpentry repair which may be required after removal of the existing sound system or ceiling mounted projection equipment.
- The customer agrees to provide a secure location for storage of yet-to-be-installed equipment during the duration of our scheduled installation.

COUNCIL CHAMBERS

CONTROL SYSTEM

QTY DESCRIPTION

- 2 QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.
- 2 QSC TSC-101-G3 Touch Screen - 10.1" PoE Touch Screen Controller for In-Wall Mounting - Black
- 1 QSC CORE 8 FLEX Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.
- 1 QSC SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.
- 1 QSC SLQSE-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.
- 1 QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual
- 1 Netgear GSM4230UP-100NAS Netgear M4250 26G4F POE plus plus MN SW
- 2 QSC SLQBR-P Q-SYS AV Bridging feature license. One license is required per TSC Series Gen 3 touch screen controller with AV Bridging enabled. Perpetual. For NV-21-HU, TSC-70-G3 and TSC-101-G3
- 1 CCS Integration Services Programming, Configuration, etc.

AUDIO SYSTEM

QTY DESCRIPTION

- 1 Televic Conference Plixus AE-R The Plixus Audio Engine with recording capabilities is a 19" rack-mountable device that provides all the processing and signal handling required for an audio-only system. One power supply included. Optional second power supply for a system with more than 40 units or for power redundancy.
- 10 Televic Conference Confidea FLEX + RFID The Confidea FLEX is a touch enabled tabletop conference unit including: - Multifunctional button for delegate, chairman and dual use - Screw lock microphone connector - Loudspeaker - 5,2" capacitive touch screen - Tactile reference - Haptic feedback - Anti-fingerprint coating - NFC card reader - 2 x Headphone connector Can be powered over Plixus network. D-MIC type microphone to be ordered separately. Based on licenses the unit can unlock more functionality (To be ordered separately per unit. See "Confidea FLEX" under chapter "Software".)
- 10 Televic Conference D-MIC 40 SL GSM immune gooseneck microphone of 40 cm with screwlock. Bi-color led ring indication (red / green). Windscreen included. Not to be used with Confidea FLEX G4
- 1 Televic Conference Service Level Agreement (SLA) 1-Year Service Level Agreement. -Unlimited Remote Phone/Email Support - Unrestricted Teamviewer Support -Advanced Replacements on Core Products 5% of total system price. \$1,000.00 minimum. For support, please contact support-tcs-us@televic.com
- 1 QSC CX-Q 2K4 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240v .

QTY DESCRIPTION

- 1 Televic Conference Confidea WAP G4 The Wireless Access Point supports the following functions and capabilities: - Based on standard WiFi5 standard - Clean channel manager that scans for the optimal channel use - Operates in the limited access DFS channels maximizing the available spectrum - Self healing channel switching seamlessly switches to another channel when interference encountered or radar is detected on DFS channel - 3 x 2 MIMO antenna design with diversity to mitigate multipath effect resulting in robust wireless link - Omni directional radiation pattern with range of 40m - Highly secure by using WPA2 Enterprise encryption - Discovery mode button for easy deployment - Support for 128 Confidea G4 devices - Confero browser based configuration and monitoring software included - PoE+ LAN port - Balanced analog IN and OUT - Built-in recording capability - 2 x Pliux ports - Multi-purpose mounting plate Requires: PoE+ power. Confidea WAP G4 PS (ordered separately) or via PoE+ port of switch. In case a Dante interface is needed, please order "Confidea WAP G4 with Dante" (71.98.0034)
- 4 Televic Conference Confidea BP G4 Additional rechargeable Li-ion battery pack for Confidea FLEX G4 to: - Provide additional power to extend operating time with another 12h, totaling 24h of typical use with the battery included with the Confidea FLEX G4. - Enable alternating charging schemes by hot swapping batteries in the Confidea FLEX G4 dual battery compartment while keeping the units connected to the access point
- 1 Televic Conference Confidea CHT G4 Charging station for 10 batteries: - 10 battery slots with charge process indication - Charging time to full charge of only 2h - LAN port - Rack mountable - 1U rack space
- 2 Televic Conference Confidea FLEX GO G4 The Confidea GO G4 is a wireless tabletop conference unit including: - Multifunctional button for delegate, chairman and dual use - Push & Lock USB-C microphone connector - Loudspeaker - Hot swap dual battery compartment - USB-C port at back of unit - Tactile reference - Anti-fingerprint coating - 2 x Headphone connector Comes with one Confidea BP G4 included that lasts 12h on a full charge. Additional battery can be ordered separately to: - Provide additional power to extend operating time to 24h of typical use - Enable alternating charging schemes by hot swapping batteries in the Confidea GO G4 dual battery compartment while keeping the units connected to the access point. Mike PLM type microphone to be ordered separately. With an L-DU license, this unit can be configured as dual delegate unit. Licenses ordered separately per unit.
- 2 Televic Conference Mike PLM401F GSM immune gooseneck microphone of 40 cm with push & lock mechanism, providing consistent and high bandwidth, low equivalent noise, excellent front to back ratio and a frequency response boost around 4kHz resulting in increased clarity and augmented intelligibility. Length 400mm
- 1 Televic Conference Confidea WAP PS G4 PoE+ power adapter for Confidea WAP G4. Comes with power plug set
- 1 Sennheiser TeamConnect Ceiling 2 Ceiling Array Mic - beamforming with two Dante and one analog audio output, PoE powered

CAMERA SYSTEM

QTY DESCRIPTION

- 1 QSC NC-20x60 20x Optical Zoom 60° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket.
- 1 QSC NC-12x80 PTZ Camera - 12x Optical Zoom 80° Horizontal Field of View

VIDEO SYSTEM

QTY DESCRIPTION

2	Visionary Solutions E5200 A/V Encoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Upgradeable to AES67/Dante
1	Visionary Solutions E5-WP-H-BLACK A/V Encoder (Wall Plate), 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; Upgradeable to AES67/Dante, HDMI Only
2	Newline Interactive 860NT+ 86" NT+ 4K LED Commercial Display (No Touch) w/ USB-C
2	SurgeX SA-82-AR Axxess Ready FlatPak IP Connected Series Mode Surge and Power Conditioner, Includes AR Software
2	Newline Interactive TT-9823NT-PLUS 980NT+ - 98" 4K LED Commercial Display (No Touch) w/ USB-C
2	C2G CG50182 6ft/1.8M Premium High Speed HDMI Cable
2	Chief XTM1U X-Large Fusion Micro-Adjustable Tilt Wall Mount
2	Chief PNRUB Large Flat Panel Swing Arm Wall Mount - 25" Extension
2	SurgeX SA-82-AR Axxess Ready FlatPak IP Connected Series Mode Surge and Power Conditioner, Includes AR Software
2	Visionary Solutions D5100 A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE
3	C2G CG50182 6ft/1.8M Premium High Speed HDMI Cable
2	Visionary Solutions D5100 A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE
1	Visionary Solutions DuetD-5 A/V Decoder, 4K60 4:4:4 UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Single Port AES67/Dante
1	Epiphan ESP1440 Pearl Mini NA/JP
1	C2G C2G50196 25ft/7.6M Premium High Speed HDMI Cable

EQUIPMENT/MISCELLANEOUS

QTY DESCRIPTION

1	SurgeX SA-15 Standalone Surge Eliminator and Power Conditioner
1	Middle Atlantic DWR-16-22PD 16SP/22D WALLRACK W/PLEXI DR
1	SurgeX SX-AX15E Axxess Elite IP Connected Surge Eliminator and Power Conditioner, 1RU, Includes AE Software
2	COVID W1114P-W 1-Gang, HDMI Pigtail Female, White

EQUIPMENT TOTAL	\$81,687.03
LABOR TOTAL	\$27,400.00
COUNCIL CHAMBERS TOTAL	\$109,087.03

CCS MAX (12 MONTHS)

CCS MAX (12 Months) - this 12 month service agreement supersedes the 90-day installation warranty and covers all labor associated with the repair or replacement of any non-owner furnished items included in this proposal. CCS will facilitate manufacturer's warranty coverage and pay shipping charges associated with any repairs (manufacturer's charges for out of warranty repairs are not covered). Unlimited phone, remote, and onsite support between 8am - 5pm on normal business days. Includes (2) preventative maintenance visits per year.

CCS MAX (12 MONTHS)	+\$3,823.00
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ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

Equipment at Receipt / Integration on Completion
Equipment to be invoiced as it is received/stored by CCS
Integration to be invoiced at completion

Per Contract: SPD99999-SPD-SPD0000210

EQUIPMENT TOTAL	\$81,687.03
LABOR TOTAL	\$27,400.00
MISC. HARDWARE	\$2,450.61
SHIPPING	\$2,246.39
CCS MAX (12 MONTHS) (ANNUALLY)	\$3,823.00
PROJECT TOTAL	\$117,607.03

TERMS

Financial Terms:

- THE PRICING WITHIN THIS PROPOSAL EXPIRES: **May 31, 2024**
- Any reference to Sales Tax is an estimate, with the final tax amount to be calculated at the time of Invoice by CCS Accounting Department.
- Credit Terms are established upon Customer Set Up in CCS Accounting System. Please request Credit Term confirmation if needed prior to proposal execution.
- If Payment Schedule Information is unclear, please request further detail or discussion prior to proposal execution.

Warranties and Maintenance:

- CCS includes a 90-day installation warranty for all projects/installations unless otherwise stated within the proposal.
- CCS Installation Warranty covers work performed to deliver, assemble and install system components and should not be confused with a manufacturer's equipment warranties.
- Manufacturer warranties typically address the repair/replacement of the products during their stated warranted period.
- If an optional service agreement is selected/included, it will supersede and replace the 90-day installation warranty.

The 90-day installation warranty covers:

- On-site labor to diagnose and resolve system failures with an initial 8 business hour telephone response and 3 business day on-site response if required.
- Service calls are to take place during regular business hours (M-F, 8-5, EST) unless special arrangements have been made in advance. Work that must be performed during off-hours may incur additional charges.

The 90-day installation warranty does not cover:

- Repairs for system failures that were caused by abnormal conditions including: lightning strikes, fire, flood, earthquake, tornado, or any other acts of nature, obvious abuse, misuse, or negligence, failures caused by structural, mechanical, electrical, plumbing or other devices or systems not installed or maintained by CCS.
- Replacement costs for consumable parts such as lamps, filters, and batteries.
- Changes to control system or other software programming that constitute a change in scope from the customer approved scope and design.
- Repairs to OFE items and/or equipment not covered by factory warranty. OFE items are specifically excluded from CCS warranties.

Statement of Performance:

This statement of performance is intended to provide you with our working standards and expectations while planning and installing your system(s).

Customer Responsibilities:

- Reasonable access to the installation site and suitable secure space for the storage of equipment before installation if required.
- Electrical infrastructure to provide power to equipment.
- Quality of electrical power. Examples of possible issues include power fluctuations, surges, spikes, electrical noise and ground loops.
- Conduits and cable pathways which require modifications to structure such as core drilling
- Quality of environment. CCS will advise you of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern.
- Voice/data cabling and the configuration of associated network and communications systems
- Millwork and furniture modifications such as holes for specialty boxes installed in tables.

- Structural modifications including reinforcement to support equipment loads, painting and resurfacing.
- Quality of mechanical systems that may adversely affect the performance of an audiovisual system due to excess noise and/or vibration.

CCS Responsibilities:

- CCS will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, including all OSHA guidelines.
- Unless other arrangements have been made, on-site work will be performed during the normal working hours of Monday through Friday, between 8:00AM and 5:00PM, except for recognized holidays. Additional charges may apply if work must be completed outside normal business hours.
- CCS will run and terminate all low voltage cables and wires associated with the proposed systems
- CCS staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed whenever possible. CCS will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- CCS will acquire, assemble, deliver and test all specified equipment and components to provide a fully functional system.
- CCS will provide basic training on system usage and features to your staff immediately following completion of the installation.

Acceptance:

This statement of acceptance is intended to secure proof that the customer is familiar with the CCS terms and conditions of this proposal, as contained herein. Any purchase orders issued to CCS referencing this proposal will be deemed as acceptance of these terms and conditions in lieu of a signed proposal.

ACCEPTANCE

CITY OF KENNESAW, GA

SIGNED

DATE

PRINT NAME

TITLE

CCS SOUTHEAST - GEORGIA

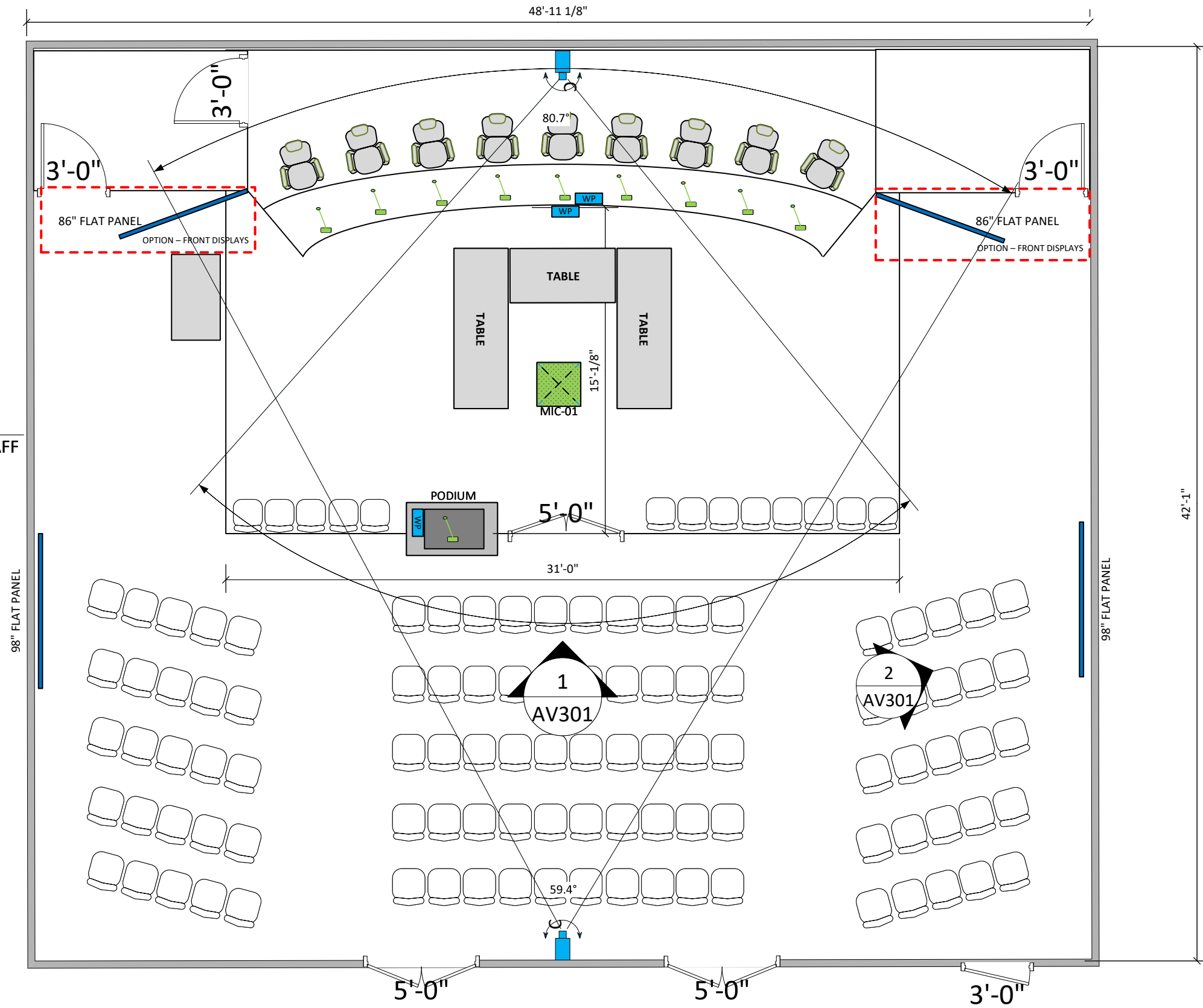
SIGNED

DATE

PRINT NAME

TITLE

2x2 DROP TILE 10'X10' SECTIONS
WITHIN HARD GRID SOFFET 10' AFF



SCALE: 3/16" = 1' 0"



CITY OF KENNESAW
2529 J.O. Stephenson Ave, KENNESAW, GA 30144
COUNCIL CHAMBERS UPGRADE

CAMERA FIELD OF VIEW

SHEET NAME

TREVOR GWIN
BRENT SHEFFIELD
1
City of Kennesaw SP23-1592.vsd

JOB#:

SP23-1592

DATE:

4/11/2024

SHEET

AV201

Service Agreement Options

Included Service Agreement Features	CCS MAX	CCS STANDARD	CCS ESSENTIALS	90-DAY INCLUDED	BLOCK HOURS	No Contract (T&M)
Phone Response Times (Business Hours)	2	4	8	8	4	AS AVAILABLE
Onsite Response Times (Business Days)	2	3	3	3	3	AS AVAILABLE
Remote Support	✓	✓	✓	✓	BILL BLOCK HRS	BILLABLE
Service Portal Demo and Setup	✓	✓	✗	✗	✓	✗
Manufacturer Warranty Facilitation	✓	✓	✓	✓	BILL BLOCK HRS	BILLABLE
Covers All Onsite Labor Charges	✓	✓	2 TRIPS MAX	✓	BILL BLOCK HRS	BILLABLE
Unlimited Telephone Support (M-F, 8A-5P)	✓	✓	✓	✓	BILL BLOCK HRS	✗
Cost of Freight for Warranty Repairs Covered	✓	✗	✗	✓	BILLABLE	BILLABLE
Loaner Equipment (when available)	✓	✗	✗	✗	✗	✗
15% Discount on Replacement Parts	✓	✗	✗	✗	✗	✗
Semi-annual Preventative Maintenance	✓	OPTIONAL	✗	✗	✗	✗
Free Refresher Training During Preventative Maintenance Visits	✓	✗	✗	✗	BILL BLOCK HRS	✗
Out of Manufacturer Warranty Product Repair	BILLABLE	BILLABLE	BILLABLE	BILLABLE	BILL BLOCK HRS	BILLABLE
Consumable Parts Replacement	BILLABLE	BILLABLE	BILLABLE	BILLABLE	BILLABLE	BILLABLE
Duration	1,2, or 3 YR	1,2, or 3 YR	1 YR	90 Days	Up to 2 years	N/A

CCS Max

Our CCS Max offers best-in-class support features but also includes pre-scheduled visits to ward off equipment failures before they happen. This agreement provides an extra level of support to make sure your visual communication systems are in peak operation with minimal or no down time. Includes faster response times, and free loaner equipment (if available in your area), free freight for warranty repairs, free refresher training and a discount on warranty related parts purchases. CCS Max agreements only available for sites within 2 hours of a CCS Office. **The minimum price for CCS Max is \$2,300.00.**



CCS Standard

The CCS Standard warranty offers basic installation warranty coverage for your system for peace of mind. With 3-day onsite response and 4 hour phone response, your request moves to the front of line relative to non-agreement holding customers. This warranty is custom calculated based on the system, distance to site, and whether PM visits are included.

CCS Essentials

The CCS Essentials warranty provides essential labor only coverage for total system values under \$15,000. It has a fixed cost per room / system of \$559.00 and provides unlimited phone and remote support, with a limit of 2 onsite visits. Freight for warranty repairs is not covered.

Standard 90-day Installation Warranty

Every CCS system has a standard 90-day installation warranty included. This warranty begins upon the date of project completion / signoff, or first substantial use of the system. This warranty covers labor only and includes 3 business-day times for onsite support.

Block Hours Contract

If you want to only pay for the service you need, then a Block Hours contract is for you. Get a high-priority service agreement, enjoy contract rates, faster response times, higher priority scheduling, and use of the CCS Service Portal for service ticket tracking. Block hours expire after 2 years.

Block hours are tracked in 15-minute increments. Pricing is as follows:

Hours	Price/Hr
20-39	\$125.00
40-79	\$120.00
80+	\$110.00

No Contract / Time & Materials / Break-Fix

CCS offers service at standard rates and “work it in” response times on a time and materials basis. There are no performance guarantees included with this level of service and all costs incurred are billable. The rate for this type of service is \$140.00 per hour, onsite visits are billed with a 2-hour minimum and in 15-minute increments.



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: May 6, 2024

TITLE: **Kennesaw Concert Series: Entertainment Schedule and Fees**
Approval of the 2024 Kennesaw Concert Series entertainment schedule and fees and to authorize the Mayor to sign the attached contract.

Summary:

The Parks and Recreation Department interviewed several entertainment production companies based on the recommendations of surrounding cities in the Metro Atlanta Area. RCS Production meets the City of Kennesaw's entertainment and production needs. The attached contract provides an itemized breakdown of the concert series dates, entertainers, and the entertainers' associated costs. These costs were approved by the Mayor and Council within Parks and Recreation's FY 24 operating budget. Production costs for each event will be invoiced separately.

Recommendation:

The Parks and Recreation Director recommends the Council approve the entertainment schedule and fees and authorize the Mayor to sign the attached contract.

Fiscal Impact:

Special Events: 100-6100-52-600000-00000

Attachments:

1. KENNESAW CONCERT SERIES 2024



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: April 24, 2024

By Mutual Agreement RCS Productions Inc. herein referred to as PRODUCER has engaged the services of:

Date	Artists	Performance Fees
Friday, June 14, 2024	September in the Park 8:00-9:30	\$9000.00
	Leah Belle Faser 6:30-7:30	\$1200.00
Wednesday, July 03, 2024	Atlanta Rhythm Section. 8:00-9:30	\$17500.00
	Troubador Project 6:00-7:30	\$4250.00
Saturday, Sep 14, 2024	Face 2 Face 7:00-9:00	\$10500.00
	SERIES TOTAL	\$42450.00

Event: Kennesaw Summer Concerts

PERFORMANCE TIMES: Per above

VENUE: Kennesaw Depot Park
2828 Cherokee St. NW,
Kennesaw, GA 30144

REPORT TIME: TBA

PURCHASER: City Of Kennesaw, GA

MERCHANDISE RATE: 100% Artist Sells

CONTACT: Brittani Farmer

RIDER ATTACHED: Yes

MOBILE: 770-422-9714

PLEASE READ/SIGN THE RIDER AS IT IS AN IMPORTANT PART OF THIS AGREEMENT

FEE: \$ 42,450.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT: \$ 21,225.00	DUE BY: May 8, 2024
PAYABLE TO: RCS PRODUCTIONS	
BALANCE: \$ 21,225.00	DUE BY: June 14, 2024
PAYABLE TO: RCS PRODUCTIONS	
ARTIST TO BE PAID IN FULL RAIN OR SHINE	

ARTIST TO SUPPLY: Artist, Artist Travel, & Backline Gear except for ARS

RCS PRODUCTIONS TO SUPPLY: Sound, Lights, Backline Gear (For ARS) Stagehands, S&L Techs, Trucking,
On Site Production/Show Coordinator under separate invoice

PURCHASER TO SUPPLY: Stage, Power, Permitting & Green Room & Lodging for ARS & F2F

PURCHASER: City Of Kennesaw, GA
NAME: Derek Easterling

AGENCY/PRODUCER: RCS Productions
NAME: Stephen Moore

x _____ DATE _____

x Stephen Moore DATE April 24, 2024

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR ENTERTAINMENT NEEDS

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
2. PURCHASER agrees to provide the show site and other areas as reasonably necessary for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to ~~pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to~~ obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for reimbursing PRODUCER for any documented out of pocket costs associated with such purchase of insurance coverage. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until March 25, 2022.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees, to the extent allowable by law, to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and reasonable attorneys' fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be reasonably required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PRODUCER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the PURCHASER, its officials, officers, directors, agents, employees, and insurers, from and against all liability, claims, demands, suits, actions, or proceedings of any kind, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, attorneys' fees, or any loss of any kind whatsoever, which arise out of or are in any manner connected with PRODUCER'S negligence, this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the PRODUCER, its employees, agents, or subcontractors, or others for whom PRODUCER is legally liable, under this Agreement.
6. PURCHASER shall use best efforts to ensure that no part of the Performance shall be professionally recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission. (audience cell/mobile phones are acceptable)
7. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the content of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time in coordination with PURCHASER, including but not limited to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER, subject to the terms of this Agreement.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents, except as provided herein.
9. To the extent allowable by law, PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may only be terminated for cause. In the event of termination for cause, without limiting any other remedies available at law or in equity, the terminating party shall be entitled to payment for services rendered or actual costs expended in reliance thereof, or refund of payments for services not rendered or costs expended in reliance thereof. If PURCHASER postpones the performance without cause, PURCHASER agrees to use its best efforts to reschedule the performance for a mutually agreeable date and will reimburse PRODUCER for any documented out of pocket expenses incurred by such a postponement such as, but not limited to, travel expenses. If a performance is cancelled by PURCHASER without cause, and is not rescheduled to a mutually agreeable date, the PURCHASER agrees to pay the full contracted fee for such performance. As used herein, the term "without cause" shall include any postponement or cancellation by PURCHASER that is not caused by force majeure or PRODUCER'S material breach of this Agreement.
11. "Force Majeure" shall mean state of emergency due to weather; illness, death or incapacitation of a key member of the PERFORMER or death or life threatening illness of an immediate family member of a key member of the PERFORMER; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the PURCHASER'S part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. In the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the PRODUCER or the PURCHASER shall be prevented, interrupted, delayed or suspended by any force majeure event, as defined herein, either party

may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the Agreement. In the event of the cancellation of the performance(s) for a force majeure event, PURCHASER shall use its best efforts to re-engage PRODUCER within a twelve month period on the same terms and conditions set forth herein.

12. Weather shall not be considered a Force Majeure event for an outdoor performance. In the event of inclement weather an alternate location must be selected. If an alternate location is not selected and the Purchaser cancels the performance, the Purchaser agrees to pay the full contracted fee for said performance. In such case, there will be no claim for damages by either party, and any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

13. This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement may not be assigned or transferred by a party without the consent of the other party. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Fulton County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

14. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

15. To the Extent of Georgia Law, All indemnification provisions, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by either party of any breach or default by the other party shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only, and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER.

16. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

17. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER:

By: _____
Name: Derek Easterling
Title: City of Kennesaw

KENNESAW CONCERTS RIDER HIGHLIGHTS

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance:

PRODUCTION SERVICES:

Sound, lights, techs, stage hands and an DOS RCS Rep will be invoiced separately for each show.

LODGING:

ARS – (6) hotel rooms at Hilton Garden Inn type property or better for up to (2) nights

F2F - (6) hotel rooms at Hilton Garden Inn type property or better for (1) night

PARKING:

Access for band and crew trucks.

SECURITY:

Per venue/city

MERCHANDISING AREA:

Merch tent with power, tables, chairs, & light for artist merch sales where applicable

Dressing Rooms:

Please provide a climate controlled dressing area and or green room area for the artist with power washrooms tables chairs etc...

Hospitality:

Meal Buyout or catered dinner is acceptable for all artists & crew.

Basic refreshments at stage- cooler; bottle water, sodas, etc..from load in through load out

Basic refreshments in green room; bottled water, sodas, coffee & tea, etc..

Snacks and any particular dressing room requests RCS will communicate for each show.

X _____ X _____
Derek Easterling– City of Kennesaw, Ga Date

X Stephen Moore X April 24, 2024
Stephen Moore of RCS Productions Date



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: May 6, 2024

TITLE: **Final Plat Application: 2550 Cobb Parkway**
 Approval of final plat application submitted by Arris Kennesaw, LLC for 2550 Cobb Parkway; this plat will combine 17 parcels into 5 tracts for the development of a mixed-use project. Case# FP2022-12.

Summary:

The final plat was submitted to combine 17 parcels into 5 tracts for the development of a mixed use project known as The Landing on Summers Street. The project was approved for rezoning to Central Business District (CBD) in 2018 and will consist of multifamily residential and retail use located at 2550 Cobb Parkway. The Plan Review Committee has reviewed the final plat and deemed the plat is in compliance and recommends approval.

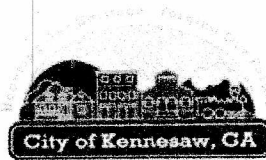
Recommendation:

Zoning Administrator recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2022-12_ArrisKennesaw_Application_Packet



ZONING CASE# FP2022-12

Date Received 01/19/24

Staff's Initials NF

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Application Fee \$250.00

Preliminary Plat _____ Final Plat X Revised Plat _____ Parcel Combination _____ Parcel Split _____

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

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

Date of Consultation 01/17/24

Staff Initials _____

DEVELOPMENT NAME

Number of Units _____

The Landing on Summers St.

PURPOSE OF DEVELOPMENT Mixed-Use

WHAT IS THE REVISION BEING MADE Combine 17 parcels into 5 tracts

ADDRESS OF PROPERTY 2550 N. Cobb Pkwy

Parcel ID See attached sheet Lot Size 14.3 acres Present Zoning Central Business District (CBD)

Current Use Mixed-Use Proposed Use Mixed-Use

APPLICANT Arris Kennesaw, LLC / Henry Pate Lammerts

Applicant address 2700 Apple Valley Rd, Ste 50, Brookhaven, GA 30319

(Phone #) _____ Email Address _____

Applicant Signature _____

Signed, sealed and delivered in presence of: _____
Notary _____ Date 01/19/2024

REPRESENTATIVE Henry Pate Lammerts (Phone #) _____ Email Address _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____
Notary _____ Date 01/19/2024

TITLEHOLDER _____ (Phone #) _____

Titleholder Signature Arris Kennesaw, LLC Address 2700 Apple Valley Rd, Ste 50, Brookhaven, GA 30319

Signed, sealed and delivered in presence of Notary _____ Date 01/19/2024



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

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

Write yes or no here ^

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

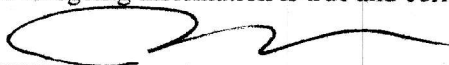
Please supply the following information that will be considered as the required disclosure:

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

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

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

I certify that the foregoing information is true and correct, this 19th day of January, 2024


Applicants Signature

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

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

Address	Pin	Acres
2675 Summers Street	20016700250	0.46
2665 Summers Street	20016700260	0.43
2690 Keene Street	20016700640	0.45
2668 Burrell Court	20016700330	0.54
2658 Burrell Court	20016700320	0.46
2657 Burrell Court	20016700360	0.57
2650 Burrell Court	20016700310	0.42
2649 Burrell Court	20016700370	0.19
2640 Burrell Court	20016700300	0.22
2639 Burrell Court	20016700380	0.5
2621 Summers Street	20016700290	0.44
2611 Summers Street	20016700390	0.61
2601 Summers Street (Partial Parcel)	20016700400	0.4
2570 N Cobb Parkway	20016701040	1.31
2555 N Cobb Parkway	20016700750	6.83
2641 Summers Street	20016700270	.78
0 Summers Street	20016701050	.187



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official
Bill Hand, Assistant Building Services Director

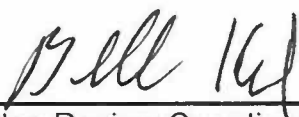
Plan Review Committee Members
Darryl Simmons, Zoning Administrator
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: April 24, 2024

The final plat (FP2022-12) was submitted by the applicant Arris Kennesaw, LLC for 2550 Cobb Parkway. It was received and reviewed by the Plan Review Committee. This plat intends to combine 17 parcels into 5 tracts for the development of a mixed-use project. All members of the Plan Review Committee have verified said plat, and all comments were addressed. The final plat is in compliance and ready for your consideration and approval.

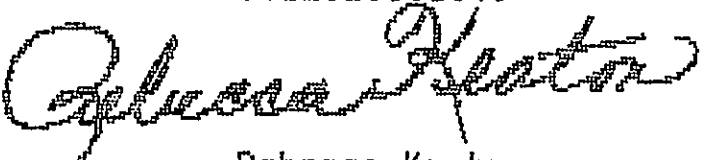


Plan Review Coordinator

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15715 Pg 2460
Filed and Recorded Feb-26-2020 11:42am
2020-0024630
Real Estate Transfer Tax \$250.00
0332020003545


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

7
25

*This instrument prepared by
and after recording return to:*

Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

THIS INDENTURE, made the 20th day of February, 2020, between **BURRELL ENTERPRISES, INC.**, a Georgia corporation, as party of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), **TOGETHER WITH** all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

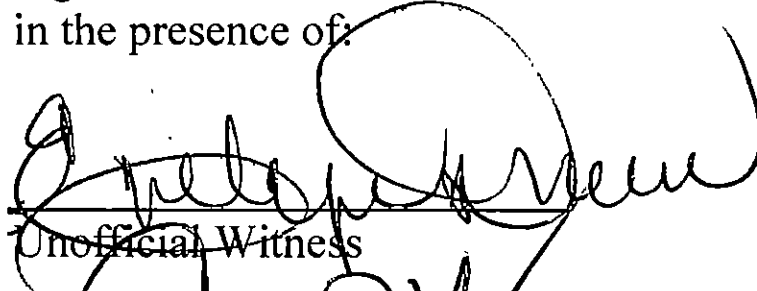
AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

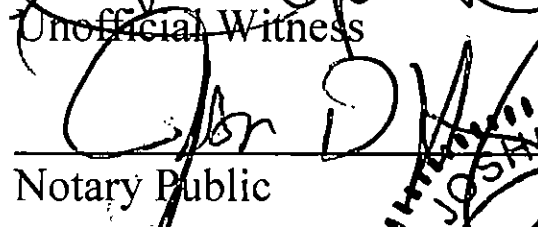
[SIGNATURES ON NEXT PAGE]

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

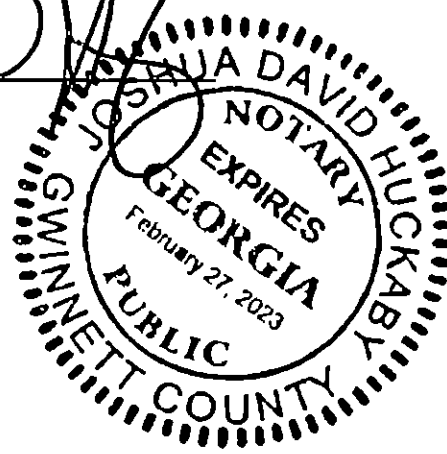
GRANTOR:

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

[Notary Seal]



BURRELL ENTERPRISES, INC., a Georgia
corporation

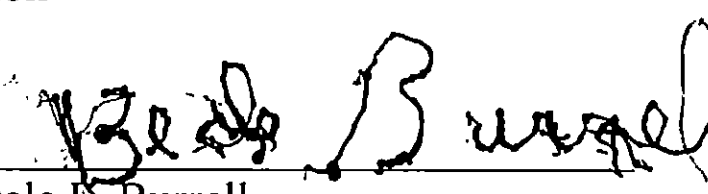
By: 
Name: Dale F. Burrell
Its: CEO

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 0 Summers Street aka 0 Keene Street

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, LOCATED IN THE CITY OF KENNESAW, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, BEGIN AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY OF SUMMER STREET AKA MAIN STREET AND AKA MARIETTA STREET (HAVING A 40 FOOT RIGHT OF WAY AT THIS POINT) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF DOBBS STREET AKA KEENE STREET (HAVING A 40 FOOT RIGHT OF WAY); RUNNING THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SUMMER STREET A DISTANCE OF 145.90 FEET TO AN IRON PIN AND **THE TRUE POINT OF BEGINNING**; RUNNING THENCE SOUTH 57 DEGREES 19 MINUTES 50 SECONDS WEST 125.00 FEET TO AN IRON PIN LOCATED AT THE SOUTHEASTERLY CORNER OF PROPERTY NOW OR FORMERLY OWNED BY DAVID LEON JOHNSON AND LISA G. JOHNSON (SAID PROPERTY HAVING BEEN CONVEYED TO THE AFORESAID DAVID LEON JOHNSON AND LISA G. JOHNSON BY WARRANTY DEED FROM PRESIDENTIAL FINANCIAL CORPORATION, DATED NOVEMBER 18, 1993 AND RECORDED AT DEED BOOK 7844, PAGE 458, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF COBB COUNTY, GEORGIA) RUNNING THENCE NORTH 31 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EASTERLY BOUNDARY LINE OF THE AFORESAID JOHNSON PROPERTY A DISTANCE OF 148.35 FEET TO AN IRON PIN LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF DOBBS STREET AKA KEENE STREET; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF DOBBS STREET, AND FOLLOWING THE CURVATURE THEREOF, A DISTANCE OF 15 FEET TO A POINT LOCATED AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY BELONGING TO R. Y. LAMBERT (SAID PROPERTY HAVING BEEN CONVEYED TO R. Y. LAMBERT BY WARRANTY DEED FROM A. G. THORNTON DATED 1983 AND RECORDED MAY 25, 1983 AT DEED BOOK 2768, PAGE 258, AFORESAID RECORDS) RUNNING THENCE SOUTHEASTERLY, ALONG THE WESTERLY BOUNDARY LINE OF THE AFORESAID R. Y. LAMBERT, A DISTANCE OF 75.3 FEET TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THE AFORESAID R. Y. LAMBERT PROPERTY; RUNNING THENCE NORTHEASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID R. Y. LAMBERT PROPERTY A DISTANCE OF 110.0 FEET TO A POINT LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SUMMER STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SUMMER STREET A DISTANCE OF 70.9 FEET TO AN PIN AND **THE TRUE POINT OF BEGINNING**.

LESS AND EXCEPT any portion of the property set forth above contained within that certain Joint Tenancy with Survivorship Warranty Deed between Burrell Enterprises, Inc. and Paul K. Ewing and Kelly Ewing, dated July 3, 2002, filed July 22, 2002 and recorded in Deed Book 13564, Page 5751, records of the Superior Court of Cobb County, Georgia.

ALSO DESCRIBED AS

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KENNESAW, IN LAND LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING THE SAME PROPERTY AS SHOWN ON PLAT RECORDED AT DEED BOOK 2254, PAGE 151, COBB COUNTY, GEORGIA RECORDS.

LESS AND EXCEPT THE FOLLOWING:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167, OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING IN THE CITY OF KENNESAW AS SHOWN ON A PLAT OF SURVEY BY SOLAR LAND SURVEYING COMPANY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET AND THE SOUTHWESTERLY RIGHT OF WAY OF SUMMERS STREET AND FROM THAT POINT OF INTERSECTION RUNNING THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT OF WAY OF SUMMERS STREET A DISTANCE OF 75.0 FEET TO A POINT AND CORNER; THENCE RUNNING ON A COURSE FORMING AN INTERIOR ANGLE OF 91 DEGREES 25 MINUTES WITH THE PRECEEDING COURSE A DISTANCE OF 110.0 FEET TO A POINT AND CORNER; THENCE RUNNING ON A COURSE FORMING AN INTERIOR ANGLE OF 88 DEGREES 35 MINUTES WITH THE PRECEEDING COURSE A DISTANCE OF 75.3 FEET TO A POINT AND CORNER ON THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET; THENCE RUNNING IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET A DISTANCE OF 110.0 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, LOCATED IN THE CITY OF KENNESAW AS SHOWN ON A PLAT OF SURVEY OF DAVID JOHNSON AND LISA JOHNSON PREPARED BY ADAMS-SIMS & ASSOCIATES, INC., DATED NOVEMBER 15, 1993 A COPY OF SAID PLAT BEING LABELED EXHIBIT "B" AND ATTACHED TO THAT CERTAIN WARRANTY DEED FROM PRESIDENTIAL FINANCIAL CORPORATION TO DAVID LEON JOHNSON AND LISA G. JOHNSON DATED NOVEMBER 18, 1993, AND RECORDED AT DEED BOOK 7844, PAGE 458, COBB COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"
LEGAL DESCRIPTION

TO ASCERTAIN THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHWEST RIGHT OF WAY OF SUMMER STREET AKA MAIN STREET AND MARIETTA STREET (HAVING A 40 FOOT WIDE RIGHT OF WAY AT THIS POINT) WITH THE SOUTHEAST RIGHT OF WAY OF DOBBS STREET AKA KEENE STREET (HAVING A 40 FOOT RIGHT OF WAY); THENCE RUNNING IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET AND FOLLOWING THE CURVATURES THEREOF A DISTANCE OF 125.00 FEET TO AN IRON PIN SET, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY SOUTH 31 DEGREES 18 MINUTES 40 SECONDS EAST A DISTANCE OF 148.35 FEET TO AN IRON PIN; THENCE SOUTH 57 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 132.15 FEET TO AN IRON PIN; THENCE SOUTH 59 DEGREES 00 MINUTES 20 SECONDS WEST A DISTANCE OF 95.20 FEET TO AN IRON PIN LOCATED ON THE SOUTHEAST RIGHT OF WAY OF DOBBS STREET; THENCE RUNNING IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET THE FOLLOWING COURSES AND DISTANCES:
 NORTH 18 DEGREES 47 MINUTES 20 SECONDS EAST 26.50 FEET;
 NORTH 05 DEGREES 47 MINUTES 15 SECONDS EAST 74.90 FEET;
 NORTH 09 DEGREES 36 MINUTES 00 SECONDS EAST 63.05 FEET;
 NORTH 29 DEGREES 13 MINUTES 00 SECONDS EAST 40.85 FEET;
 NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 28.80 FEET;
 NORTH 57 DEGREES 28 MINUTES 35 SECONDS EAST 56.65 FEET TO AN IRON PIN, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT the following described property:

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section, Cobb County, Georgia, containing 0.187 acre tract as shown on a plat of survey for Paul Ewing prepared by Ruhling and Ruhling Land Surveyors, bearing the seal of Vance W. Ruhling, Georgia RLS #2134, dated June 25, 2002, and being more particularly described as follows:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, begin at the point of intersection of the Southeast mitered right of way of Dobbs Street aka Keene Street with the Westerly right of way of Summers Street (Summers Street having a 50 foot right of way); thence run Southeasterly along the Westerly right of way of Summers Street a distance of 53.0 feet to an iron pin set, said iron pin being the TRUE POINT OF BEGINNING; thence continuing along the Westerly right of way of Summers Street, South 31° 39' 04" East a distance of 72.98 feet to a iron pin set; thence leaving said right of way South 57° 19' 39" West a distance of 111.32 feet to an iron pin set; thence North 30° 44' 36" West a distance of 73.89 feet to an iron pin found; thence North 57° 47' 07" East a distance of 110.13 feet to an iron pin located on the Westerly right of way of Summers Street and being the True Point of Beginning.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. All matters affecting subject property as shown on Plat recorded in Plat Book 13, Page 123, records of the Superior Court of Cobb County, Georgia.
3. All matters which affect subject property as they may appear on plat of survey as contained in that certain Warranty Deed between E.J. Crary and Judith D. Southard, dated September 25, 1980, filed October 10, 1980 and recorded in Deed Book 2254, Page 150, aforesaid records.
4. All matters which affect subject property as they may appear on plat of survey as contained in that certain Foreclosed Deed to Secure Debt between A.G. Thornton and Presidential Financial Corporation, dated March 19, 1987, filed May 27, 1987 and recorded in Deed Book 4395, Page 449, aforesaid records.
5. All matters which affect subject property as they may appear on plat of survey as contained in that certain Warranty Deed between Presidential Financial Corporation and David Leon Johnson and Lisa G. Johnson, dated November 18, 1993, filed November 24, 1993 and recorded in Deed Book 7844, Page 458, aforesaid records.
6. Easement from Burrell Enterprises, Inc. to Georgia Power Company, dated September 8, 1997, filed December 3, 1999 and recorded in Deed Book 13121, Page 448, aforesaid records.
7. Easement from Burrell Enterprises, Inc. to Georgia Power Company, dated September 8, 1997, filed December 3, 1999 and recorded in Deed Book 13564, Page 5772, aforesaid records.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15720 Page 169
Filed and Recorded 03/10/2020 11:55:00 AM
2020-0031216
Real Estate Transfer Tax \$4,525.00
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 3760043500
7067927936

*This instrument prepared by
~~and after recording return to:~~*

Kris Efird, Esq.
Fidelity National Title Group
601 Riverside Avenue,
Building 5, 7th Floor
Jacksonville, Florida 32204

Return To:

Fidelity National Title Group
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
Attn: Ambreen Shahnawaz 182575GA

LIMITED WARRANTY DEED

THIS INDENTURE, made the 21st day of February 2020, between **FAITH CHRISTIAN FAMILY CHURCH, INC.**, a Georgia non-profit corporation, as party of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land"), **TOGETHER WITH** all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

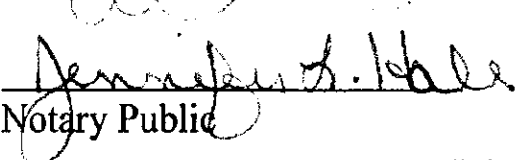
[SIGNATURES ON NEXT PAGE]

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

GRANTOR:

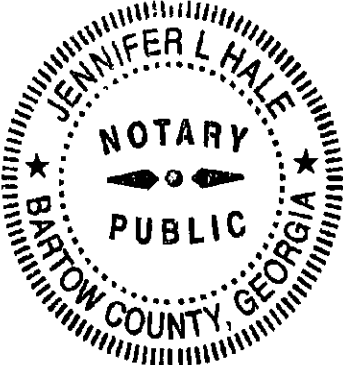
Signed, sealed and delivered
in the presence of:


Unofficial Witness

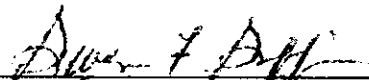

Notary Public

[Notary Seal]

Exp. 4/21/20



FAITH CHRISTIAN FAMILY CHURCH, INC.,
a Georgia non-profit corporation

By:  (Seal)
Name: GWENDOLYN F. GRIFFIN
Title: CEO, Sec. FCC, INC

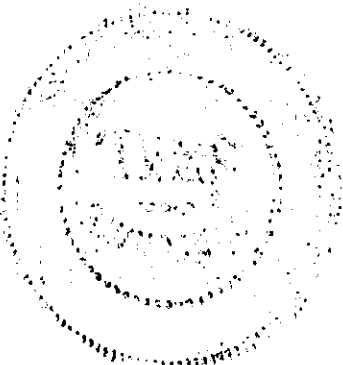


EXHIBIT "A"**LEGAL DESCRIPTION**

2555 N. Cobb Parkway

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width), said iron pin set being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said intersection and run southeasterly along said right-of-way line of Burrell Court S40°31'46"E a distance of 195.77 feet to an iron pin found (1/2" pipe); thence leave said southeasterly right-of-way line and run S55°26'59"W a distance of 257.20 feet to an iron pin found (1-1/2" open top pipe); thence run S40°06'49"E a distance of 91.92 feet to an iron pin found (1/2" rebar); thence run S40°06'52"E a distance of 92.00 feet to an iron pin found (1/2" rebar); thence run S40°39'41"E a distance of 73.42 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S31°28'14"W a distance of 232.39 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S55°54'31"E a distance of 50.00 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S31°27'30"W a distance of 120.00 feet to an iron pin found (1/2" rebar); thence run N43°50'57"W a distance of 138.45 feet to an iron pin found (1/2" rebar); thence run S10°59'30"W a distance of 128.00 feet to an iron pin found (1/2" rebar); thence run N43°55'59"W a distance of 20.26 feet to an iron pin found (1/2" rebar); thence run S44°46'07"W a distance of 86.06 feet to an iron pin found (1/2" rebar) located on the northeasterly right-of-way line of Cobb Parkway/US 41 and SR 3 (having a variable width right-of-way); thence run northwesterly along said right-of-way line N43°23'35"W a distance of 283.92 feet to an iron pin found (5/8" rebar); thence leave said right-of-way line and run N19°44'27"E a distance of 539.05 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run N19°44'27"E a distance of 75.54 feet to an iron pin found (1/2" rebar) located on the southerly right-of-way line of Keene Street; thence run northeasterly along said right-of-way line the following courses and distances: N19°44'27"E a distance of 4.58 feet to a point; along the arc of a curve to the left, an arc distance of 155.02 feet to a point, said curve having a radius of 221.44 feet and being subtended by a chord bearing N75°29'25"E and a chord distance of 151.87 feet; N55°37'27"E a distance of 114.73 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street with the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street, said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 6.296 acres.

Said property is the same as shown on that certain ALTA/NSPS Land Title Survey, originally

dated July 11, 2019, revised November 26, 2019 and January 23, 2020 and last revised _____, 2020, prepared for CPC Real Estate Acquisitions, LLC, Arris Kennesaw, LLC, Fidelity National Title Insurance Company, and First American Title Insurance Company, by Carol Anne Martin, Georgia Registered Land Surveyor #2544 of Gunin Land Surveying.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. Easement from John D. Palmerlee to Georgia Power Company, dated February 15, 1974, filed for record at Deed Book 1529, Page 464, Cobb County, Georgia records.
3. Easement from W. M. Eller to Georgia Power Company, dated July 30, 1948, filed for record at Deed Book 202, Page 80, Cobb County, Georgia records.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15717 Pg 6192
Filed and Recorded Mar-04-2020 02:49pm
2020-0028767
Real Estate Transfer Tax \$0.00
0332020003535



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA

COUNTY OF COBB

After recording, return to:

Kelly L. Grady, Esq.
Commercial Real Estate
Department
O'Kelley, Sorohan & Hodges
Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

QUITCLAIM DEED

THIS INDENTURE, made as of the 20 day of February, 2020, between **THE SUITES IN DUBLIN, LLC**, a Georgia limited liability company, as a party or parties of the first part (hereinafter called Grantor), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter called Grantee) (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

This Quitclaim Deed is given to clear title to the above referenced property and is filed simultaneously with that certain Limited Warranty Deed from Grantor to Grantee herein upon which transfer tax has been paid.

TO HAVE AND TO HOLD the said described property, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said property or appurtenance, or any rights thereof.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed, the day and year written below.

Signed, sealed and delivered on the day and year first above written in the presence of:

Jeddy R. Maddox
Witness

Michael C Gay
Notary Public

GRANTOR:

THE SUITES IN DUBLIN, LLC,
a Georgia limited liability company

By: S. Patel (Seal)
Name: Shilaben Patel
Title: Manager/ Authorized Person

My Commission Expires:
Jan. 28, 2022

[NOTARIAL SEAL]

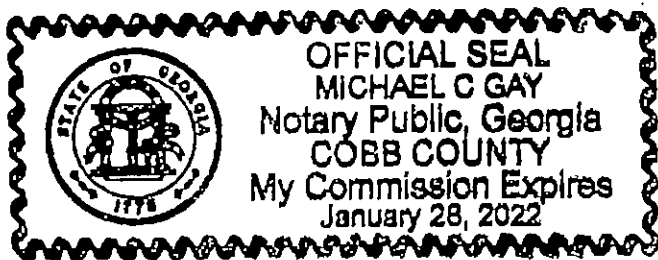


Exhibit A
to
Quit Claim Deed
Legal Description of Property

2570 N. Cobb Parkway

All that tract or parcel of land lying and being in Land Lots 166 and 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width) with the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width); thence leave said intersection and run southwesterly along said southeasterly right-of-way line of Keene Street the following courses and distances: S55°37'27"W a distance of 114.73 feet to a point; along the arc of a curve to the right, an arc distance of 155.02 feet to a point, said curve having a radius of 221.44 feet and being subtended by a chord bearing S75°29'25"W and a chord distance of 151.87 feet; S19°44'27"W a distance of 4.58 feet to an iron pin found (1/2" rebar); thence leave said southerly right-of-way line of Keene Street and run S19°44'27"W a distance of 75.54 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"), said iron pin set being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run S19°44'27"W a distance of 539.05 feet to an iron pin found (5/8" rebar) located on the northeasterly right-of-way line of Cobb Parkway, US 41 and SR 3 (having a variable width right-of-way); thence run northwesterly along said northeasterly right-of-way line N43°30'04"W a distance of 237.43 feet to a nail found; thence leave said northeasterly right-of-way line and run N45°52'19"E a distance of 481.35 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"), said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 1.312 acres.



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*

5/15/20
Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

THIS INDENTURE, made the 20th day of February, 2020, between **CAMORIN, LLC**, a Wyoming limited liability company, as party of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land"), **TOGETHER WITH** all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on Exhibit "B" attached hereto.

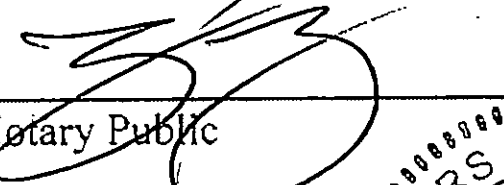
[SIGNATURES ON NEXT PAGE]

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

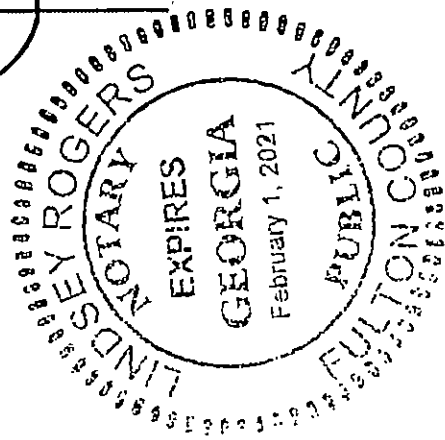
GRANTOR:

Signed, sealed and delivered
in the presence of:

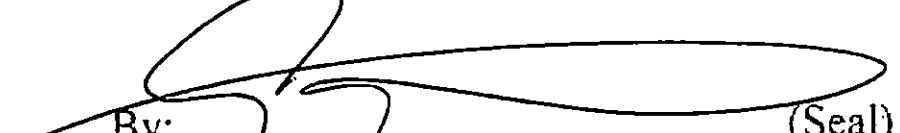

Unofficial Witness


Notary Public

[Notary Seal]



CAMORIN, LLC,
a Wyoming limited liability company


By: _____ (Seal)
Name: Cary Quattrocchi
Title: Manager

Legal Description
2601 Summers Street – Tract 2

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width); thence leave said intersection and run southeasterly along said right-of-way line of Burrell Court the following courses and distances: S40°31'46"E a distance of 195.77 feet to an iron pin found (1/2" pipe); S40°19'28"E a distance of 91.71 feet to an iron pin found (5/8" rebar); thence leave said southeasterly right-of-way line and run S55°22'12"W a distance of 80.67 feet to an iron pin found (5/8" rebar), said iron pin found being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run S34°35'45"E a distance of 91.45 feet to an iron pin found (5/8" rebar); thence run S55°25'54"W a distance of 77.59 feet to an iron pin found (5/8" rebar); thence run S55°18'37"W a distance of 90.41 feet to an iron pin found (1/2" rebar); thence run N40°06'52"W a distance of 92.00 feet to an iron pin found (1/2" rebar); thence run N55°24'31"E a distance of 176.85 feet to an iron pin found (5/8" rebar), said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.362 acre.

EXHIBIT "B"

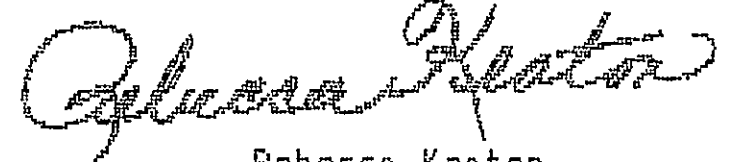
PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. All matters affecting subject property as shown on Plat recorded in Plat Book 258, Page 26, records of the Superior Court of Cobb County, Georgia.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15715 Pg 2680
Filed and Recorded Feb-26-2020 12:23pm
2020-0024666
Real Estate Transfer Tax \$920.00
0332020003564



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*

Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

U THIS INDENTURE, made the 20th day of February, 2020, between **LIVING GRACE OF GEORGIA, LLC**, a Georgia limited liability company, as party of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

[SIGNATURES ON NEXT PAGE]

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

GRANTOR:

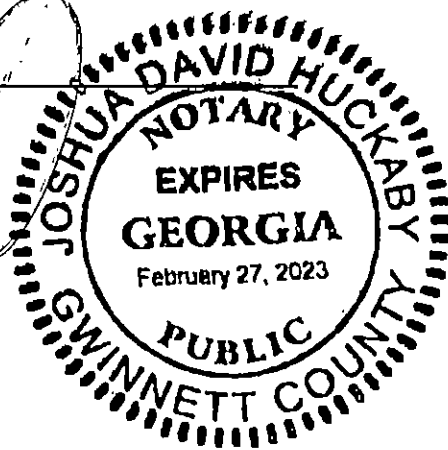
Signed, sealed and delivered
in the presence of:

LIVING GRACE OF GEORGIA, LLC,
a Georgia limited liability company

Unofficial Witness

Notary Public

[Notary Seal]



By: _____

Name: David Woghiren

Its: Member

By: _____

Name: Esther Woghiren

Its: Member

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2611 Summer St

TRACT ONE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND
LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA,
AND BEING MORE PARTICULARLY DESCRIBED ON A PLAT OF
SURVEY FOR BETH A. CROSS & LORI FORD WINTHER WHICH IS APPENDED
TO THAT CERTAIN WARRANTY DEED FROM ELIZABETH A. CROSS AND
LORI FORD WINTHER TO DAVID WOGHIEN AND ESTHER WOGHIEN,
DATED JUNE 19, 2013, FILED FOR RECORD JULY 10, 2013, RECORDED IN
DEED BOOK 15077, PAGE 6331, COBB COUNTY, GEORGIA RECORD; WHICH
PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY
REFERENCE; BEING IMPROVED PROPERTY KNOWN AS 2611 SUMMER
STREET ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN
COBB COUNTY, GEORGIA.

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2639 Burrell Court

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED AT THE NORTHEAST CORNER OF LOT 15 J.F. BURRELL SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 123 COBB COUNTY RECORDS; THENCE PROCEEDING NORTH 54 DEGREES, 05 MINUTES, 55 SECONDS EAST A DISTANCE OF 42.56 FEET AN IRON PIN; THENCE PROCEEDING SOUTH 40 DEGREES, 16 MINUTES, 06 SECONDS EAST A DISTANCE OF 80.0 FEET TO AN IRON PIN LOCATED AT THE NORTHWEST CORNER OF PROPERTY NOW OWNED BY GRANTEE HEREIN; THENCE PROCEEDING SOUTH 38 DEGREES, 59 MINUTES, 53 SECONDS WEST A DISTANCE OF 201.45 FEET ALONG THE NORTHWESTERLY PROPERTY LINE OF PROPERTY NOW OWNED BY GRANTEE HEREIN A DISTANCE OF 201.45 FEET TO AN IRON; THENCE PROCEEDING NORTH 45 DEGREES, 10 MINUTES, 34 SECONDS WEST A DISTANCE OF 134.0 FEET TO AN IRON PIN; THENCE PROCEEDING NORTH 54 DEGREES, 05 MINUTES, 55 SECONDS EAST A DISTANCE OF 167.44 FEET TO AN IRON PIN AND THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM ELMER E. COUCH TO SYBIL JEAN COUCH AND SANDRA MARIE COUCH RECORDED IN DEED BOOK 1607, PAGE 790 COBB COUNTY RECORDS AND CONVEYED BY WARRANTY DEED FROM ELMER E. COUCH TO GLADYS PAULINE COUCH RECORDED IN DEED BOOK 1607, PAGE 792 COBB COUNTY RECORDS.

LESS AND EXCEPT ANY OF THE ABOVE-REFERENCED PROPERTY LYING IN THE RIGHT-OF-WAY OF BURRELL COURT OR CURRENTLY BEING USED FOR ACCESS TO LOT 8 J.F. BURRELL SUBDIVISION.

SAID PROPERTY CONTAINING .50 ACRES MORE OR LESS AND BEING MORE PARTICULARLY SHOWN ON A PLAT OF SURVEY PREPARED FOR DAVID O. WOGHIREN, ET. AL. BY DANIEL BAKER, P.C. DATED 11-16-14 WHICH PLAT IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. The following matters as shown on that certain ALT A/NSPS Land Title Survey for and certified to CPC Real Estate Acquisitions, LLC, a Georgia limited liability company; Fidelity National Title Insurance Company; and First American Title Insurance Company, prepared by Gunnin Land Surveying, bearing the seal of Carol Anne Martin, GRLS No. 2544, dated March 18, 2019, last revised January 23, 2020, Project No. 18121 :
TRACT ONE
(A) Power poles and overhead power line in southern portion of the Land;
(B) Power pole in northeastern portion of the Land; and
(C) Fiber optic cable box in eastern portion of the Land.
TRACT TWO
(H) Overhead power lines in northwestern corner.
3. All matters affecting subject property as shown on the following plats, all records of the Superior Court of Cobb County, Georgia:
(A) Plat Book 13, Page 123;
(B) Plat at Deed Book 15077, Page 6331; and
(C) Plat at Deed Book 15209, Page 3310.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15714 Pg 5640
Filed and Recorded Feb-25-2020 11:38am
2020-0023882
Real Estate Transfer Tax \$0.00
0332020003553


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE:
Deed Book 4627, Page 204

Mac
This instrument prepared by
and after recording return to:

7/25
Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

THIS INDENTURE, made the 20th day of February, 2020, between **NEW VISION BAPTIST CHURCH KENNESAW GEORGIA, LLC, formerly Lighthouse Baptist Church**, as party of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD, the Property, together with all singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to

the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

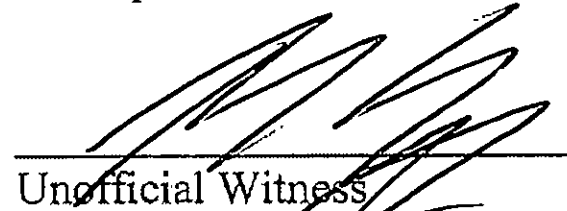
AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

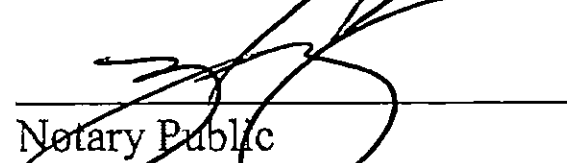
[SIGNATURES ON NEXT PAGE]

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

GRANTOR:

Signed, sealed and delivered
in the presence of:

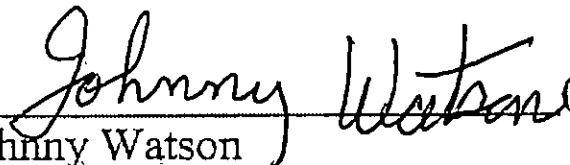

Unofficial Witness


Notary Public

[Notary Seal]



**NEW VISION BAPTIST CHURCH
KENNESAW GEORGIA, LLC, formerly
Lighthouse Baptist Church**

Name:  (Seal)
By: Johnny Watson
Its: Pastor and Authorized Signatory

Pursuant to that certain Exhibit C-Certificate of
Authority attached hereto and made of part hereof.

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2621 Summers Street

All that tract or parcel of land lying and being in Land Lot 167, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the northwest right-of-way of Kennesaw Due West Road, formerly known as Powder Springs Road (having a 50 foot right-of-way), a distance of 901.27 feet, more or less, from the intersection of the northwest right-of-way of Kennesaw Due West Road, formerly known as Powder Springs Road, and the northeast right-of-way of U. S. 41; thence running North 42 degrees 39 minutes 17 seconds west a distance of 178.37 feet to an iron pin set; thence running North 58 degrees 52 minutes 15 seconds East a distance of 123.20 feet to an iron pin set; thence running South 45 degrees 18 minutes 01 seconds East a distance of 113.00 feet to an iron pin set on the northwest right-of-way of Kennesaw Due West Road, formerly known as Powder Springs Road; thence running South 29 degrees 21 minutes 43 seconds West along the northwest right-of-way of Kennesaw Due West Road, formerly known as Powder Springs Road, a distance of 132.40 feet to an iron pin found and the Point of Beginning, as per plot of survey by Paul Lee Consulting Engineering Associates, Inc., dated May 20, 1987, last revised August 27, 1987, and prepared for The Church of God of Kennesaw, Georgia.

The above-described property being a portion of that property conveyed by Warranty Deed from Dr. J. W. Ellis to J. F. Burrell & Kenneth Smathers, dated 10/27/43, as recorded in Deed Book 161, page 79, Records of Cobb County, Georgia.

The above-described property being a portion of that property conveyed by Warranty Deed from Quincy Eugene Holder to B. A. King, dated 12/13/48, as recorded in Deed Book 201, page 471, aforesaid records and being a portion of that property conveyed by Warranty Deed from J. F. Burrell and Kenneth Smathers to B. A. King, dated 1/16/51, as recorded in Deed Book 228, page 105, aforesaid records.

The above-described property being the same property as that conveyed by Warranty Deed from B. A. King to J. L. Anderson, L. E. Oliver, S. E. Boyd, G. W. Motes, and Elmer Gable as Trustees, constituting the local Board of Trustees of the Church of God at Kennesaw, in Cobb County, Georgia, and to their successors in trust and assigns, dated 9/25/52, as recorded in Deed Book 254, page 71, aforesaid records.

**ORIGINAL APPEARANCE
OF DOCUMENT**

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.

**CERTIFICATE OF AUTHORITY FOR NEW VISION BAPTIST CHURCH KENNESAW
GEORGIA, LLC F/K/A LIGHTHOUSE BAPTIST CHURCH KENNESAW, LLC FKA
LIGHTHOUSE BAPTIST CHURCH, KENNESAW, GEORGIA, INC.**

The undersigned, being all of the members of the congregation of New Vision Baptist Church Kennesaw Georgia, LLC, a Georgia limited liability company ("New Vision Baptist Church"), hereby consent and certify that the below is a true, correct and complete copy of resolutions of New Vision Baptist Church (the "Resolutions") duly adopted by all of the members of the congregation, and the Resolutions are now in full force and effect, and have not been amended, revoked or modified in any respect as follows:

1. That New Vision Baptist Church has filed a Certificate of Amendment Name Change with the Georgia Secretary of State to change the name from Lighthouse Baptist Church Kennesaw Georgia, LLC, a Georgia limited liability company, to New Vision Baptist Church Kennesaw Georgia, LLC, a Georgia limited liability company.

2. That New Vision Baptist Church had previously been known as Lighthouse Baptist Church Kennesaw, Georgia, Inc., a Georgia corporation which had been Administratively Dissolved by the Georgia Secretary of State in 2010. That it was the intention of the congregation to reinstate the entity with the Georgia Secretary of State as Lighthouse Baptist Church Kennesaw Georgia, LLC June 27, 2008.

3. That the property located at 2621 Summers Street, Kennesaw, GA 30144 was acquired by David C. Braly, Charles Jackson, R. Gerry Polk, James A. Raptis and Hershel L. Sims, in their capacity as sole Trustees of Lighthouse Baptist Church, or their successors in office for the use of Lighthouse Baptist Church, Kennesaw, Georgia, Inc. The Trustees represented the Board of Directors per the Articles of Incorporation as filed with the Georgia Secretary of State.

4. That Johnny Watson, as Pastor of New Vision Baptist Church has the power and authority to manage all business and affairs of the New Vision Baptist Church.

5. That pursuant to that certain Purchase and Sale Contract ("PSA") dated January 11, 2019, as amended, the property located at 2621 Summers Street, Kennesaw, GA 30144 is to be conveyed to the Purchaser in exchange for a Swap Tract to be identified.

6. That Johnny Watson, as Pastor of New Vision Baptist Church, is hereby authorized to execute and deliver any and all deeds, contract(s), ratification of contracts, amendments to contracts, closing statements, bills of sale, notices, affidavits, buy-sell or other agreements relating to take-outs, warranties, and any other documents of any kind or nature whatsoever, necessary to effect the sale and conveyance of the property known as 2621 Summers St, Kennesaw, GA 30144 and the acquisition of the Swap Tract once identified, and incorporated herein by reference, and to take from time to time any other actions which shall in its discretion determine to be appropriate to effect the sale and conveyance of the property, and the execution and delivery of any document or instrument by Johnny Watson, as Pastor, shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate on behalf of the congregation pursuant to the Resolutions.

7. That any and all other actions heretofore taken by Johnny Watson, as Pastor, to execute and deliver any of the documents authorized by the foregoing Resolutions, or to take any of

execute and deliver any of the documents authorized by the foregoing Resolutions, or to take any of the actions authorized by the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal this 9th day of February, 2020.

^{New}
Vision Baptist Church Kennesaw Georgia, LLC,
a Georgia limited liability company

M By: Johnny Watson - Pastor
Johnny Watson, Pastor

By: Wayne Siskey
Wayne Siskey, Member of the Congregation

By: Hank Ferry
Hank Ferry, Member of the Congregation

By: Anthony Haygood
Tony Haygood, Member of the Congregation

By: David R. McGahee
David McGahee, Member of the Congregation

By: Denise Boynton
Denise Boynton, Member of the Congregation

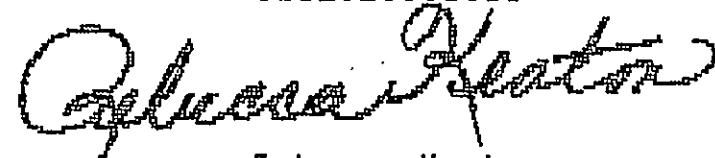
By: Wilda Watson
Wilda Watson, Member of the Congregation

By: Diane McCrary
Diane McCrary, Member of the Congregation

O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Suite 375
Duluth, GA 30097
Attn: Misty Duncan
File No.: 23-128330-OSH

FOR CANCELLATION SEE
LB Book 138 Page 5919

Deed Book 15717 Pg 3250
Filed and Recorded Mar-04-2020 08:59am
2020-0028335
Real Estate Transfer Tax \$0.00
0332020003533



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF Florida
COUNTY OF Broward

QUITCLAIM DEED

THIS INDENTURE made this 20th day of February, 2020, between

Twelve Oaks Property Group, LLC, a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

Arris Kennesaw, LLC, a Delaware limited liability company

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

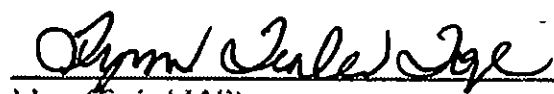
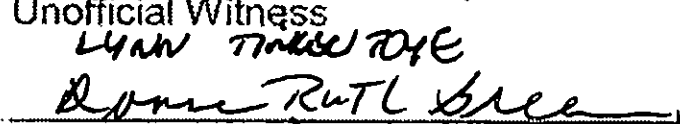
See Exhibit A attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

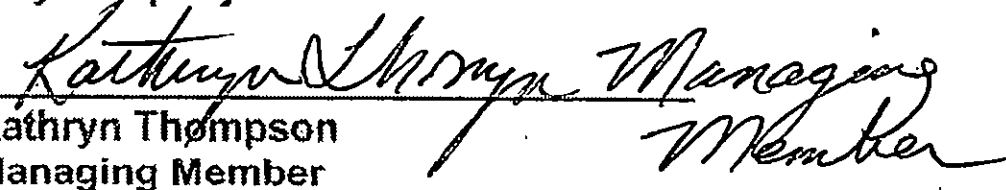
TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Signed, sealed and delivered *by means of physical presence*
in the presence of:


Unofficial Witness
LYNN TIMMER

Notary Public *DONNA RUTH GREEN* 02/17/2020
Commission expires: *06/24/23*

Twelve Oaks Property Group, LLC, a Georgia limited liability company

BY: 
Kathryn Thompson
Managing Member



Donna Ruth Green
Comm. #GG333823
Expires: June 24, 2023
Bonded Thru Aaron Notary

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

State of Florida
County of Broward

GRANTOR:

Signed, sealed and delivered ^{by means} _{of physical}
in the presence of: _{presence}

Donna Ruth Green
Unofficial Witness
LYNN THOMPSON

Donna Ruth Green 02/17/2020
Notary Public DONNA RUTH GREEN

[Notary Seal]

TWELVE OAKS PROPERTY GROUP, LLC,
a Georgia limited liability company

By: *Kathryn Thompson* Managing
Name: Kathryn Thompson Member
Title: Managing Member



Donna Ruth Green
Comm. # GG333823
Expires: June 24, 2023
Bonded Thru Aaron Notary

Exhibit A
Legal Description

2640 Burrell Court

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the northeasterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width); thence leave said intersection and run southeasterly along said northeasterly right-of-way line of Burrell Court the following courses and distances: S40°14'09"E a distance of 134.22 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); S39°38'11"E a distance of 100.09 feet to an iron pin found (pipe); S41°36'17"E a distance of 99.89 feet to an iron pin found (1/2" rebar), said iron pin found being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said northeasterly right-of-way line of Burrell Court and run N55°02'51"E a distance of 116.97 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S43°11'31"E a distance of 89.10 feet to an iron pin found (1/2" rebar); thence run S61°04'49"W a distance of 123.09 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run N40°31'21"W a distance of 25.78 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located on the northeasterly right-of-way line of Burrell Court; thence run northwesterly along said northeasterly right-of-way line N40°31'21"W a distance of 49.82 feet to an iron pin found (1/2" rebar), said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.223 acre.

This instrument prepared by
~~***and after recording return to:***~~

Christopher B. Manos, Jr., Esq.
1920 Woodsdale Road NE
Atlanta, Georgia 30324

Return To:

Fidelity National Title Group
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
Attn: Ambreen Shahnawaz 191428GA

LIMITED WARRANTY DEED

STATE OF GEORGIA

COBB COUNTY

This indenture made this 20th day of February, 2020 between **HERBERT S. GOLDSTEIN FAMILY LIMITED PARTNERSHIP**, a Georgia limited partnership, as party of the first part (also referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (also referred to as "Grantee").

WITNESSETH:

NOW, THEREFORE, KNOW YE that I, the said Grantor, and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, to me in hand paid by the said Grantee, the party of the second part, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell by this Limited Warranty Deed and convey unto the said Grantee, his or its heirs, successors and assigns, all of the right, title and, interest that Grantor has in and to the following described lands all lying and being in the County of Cobb and State of Georgia and said lands being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot 167, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described on Exhibit" A" attached hereto and made a part hereof by this reference.

The Grantee takes the property subject to the exceptions set forth in Exhibit B attached hereto and incorporated herein by this reference as well as those set forth below:

- 1) Grantor shall have no liability for the property outside of the limited warranties of title contained herein
- 2) The Grantee is buying the property "AS IS" and WHERE IS" with all faults, latent and patent, if any, with no representations or warranties as to the condition of the property, and the Grantor shall have no obligation to make any repairs to the improvements upon or do anything the



Property. The Grantee assumes all responsibility for the property and any items relating thereto at closing and Grantor shall have no further liability or responsibility as to the property.

3) This deed is given subject to A) encroachments, B) overlaps, C) boundary line disputes, D) other matters which would be disclosed by an accurate survey, and inspection of the Property, E) public utility easements, F) matters of record, G) public rights of way that are contiguous to the Property, (H) any prior deeds granting property for right of way or public use, (I) all zoning ordinances affecting said property (J) easements, other restrictions and encumbrances, (K) the lien for current and future ad valorem taxes assessed against the Property in this year or later years that are liens not yet due and payable (L) any prior deeds granting property for sidewalk and or roadway expansion or public use; (M) such other matters as may be specified in this deed; and (N) existing tenants; and (O) the matters set forth in Exhibit B.

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

AND THE SAID Grantor hereby warrants and will forever defend the right and title to the above described property unto the said Grantee, its heirs, successors and assigns, against the claims of all persons lawfully claiming by, through or under the said Grantor.

Except for the warranties of title set forth herein, Grantor does not and shall not make any warranty, express or implied, of any kind or nature whatsoever, with respect to the Property, and all such warranties not stated herein are hereby disclaimed. Grantor MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY OF SUITABILITY OR FITNESS OF ANY OF THE PROPERTY FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, ENVIRONMENTAL CONDITION, VALUE, QUALITY, QUANTITY, CONDITION OR SALABILITY OF ANY OF THE PROPERTY. Without limiting the generality of the foregoing provisions, Grantor does not and has not made any representation or warranty regarding the presence of or absence of any Hazardous Substance (hereinafter defined) on, under or about the Property, or the compliance or noncompliance of the Property with the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, and any other federal, state or local "superfund" or "superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substances, hereinafter collectively referred to as "Hazardous Substance Laws". For purposes hereof, the term "Hazardous Substance" shall mean and include any substance, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Hazardous Substance Laws; (ii) which is, or contains, asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, or explosive or radioactive material; (iii) which is or contains petroleum or petroleum products, including any fractions or distillates thereof; (iv) which causes or poses a threat to cause any contamination or a nuisance on the Property or any adjacent property or a hazard to the environment or to the health and safety of persons on the Property; or (v) which are

contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. The sale of the Property by Grantor to Grantee under this Purchase contract shall be "AS IS" and "WHERE IS". Grantee is buying the property with no representations or warranties as to the condition of the property, and Grantor shall have no obligation to make any repairs or do anything to the Property or to any improvements thereon.

- 5) All conditions in this deed shall be binding upon Grantee and any future holder of title.
- 6) No personal monetary liability shall be asserted or be enforceable against the general partners of Grantor except to the extent of fraud which is proved by Grantee. Further, no liability shall be asserted or be enforceable against the Grantor except to the extent of 1) fraud which is proved by Grantee or 2) as set forth in item 7 below.
- 7) As to the Limited Warranty of title, the Grantor will defend and warrant the title to the above described Property against the lawful claims of all persons claiming by, through or under the Grantor only, provided that the liability of the Grantor, if any, due to any warranty under this paragraph and/or deed is limited to A) the exceptions and conditions of this deed and B) the exceptions and conditions and the amounts recoverable under that certain owners title policy - Lawyers Title Insurance Corporation (Policy Number 85-00-431059) and shall be limited to the foregoing warranty of title in this Section 7.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and affixed his seal, the day and year first above written.

Grantor:

HERBERT S. GOLDSTEIN FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

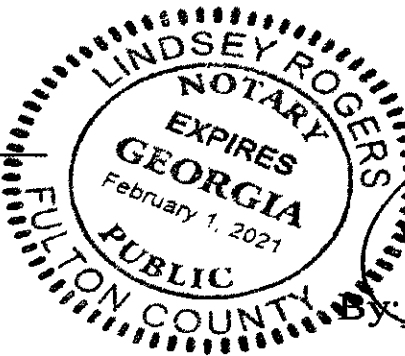
My Commission Expires:

[NOTARIAL SEAL]

Signed, sealed and delivered in

By:

Philip M. Goldstein, General Partner



the presence of:

Jacob J. Goldstein, General Partner

Unofficial Witness



Notary Public
My Commission Expires: _____
[NOTARIAL SEAL]



EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 167, of the 20th District, 2nd Section of Cobb County, Georgia as shown on plat of survey by S.J. Gostin Company Inc., dated June 12, 1972, a copy of which is recorded in Plat Book 59, Page 4, of Cobb County, Georgia Records, and being more particularly described as follows:

BEGINNING at an iron pin on the Southwesterly right of way of Summers Street, 495.8 feet Southeasterly from the intersection of the Southwesterly right of way of Summers Street with the Southerly right of way of Dobbs Drive, as measured along the Southwesterly right of way of Summers Street; Thence South 13°08' East 92.7 feet along the Southwesterly right of way of Summers Street to an iron pin (said pin being the point where the right of way of Summers Street and Kennesaw Due West Road Join); Thence South 16°21' West, 80.2 feet along the Northwesterly right of way of Kennesaw Due West Road to an iron pin; Thence South 30°52' West, 131.6 feet along the Northwesterly right of way of Kennesaw Due West Road to an iron pin; Thence North 42°38' West, 194.6 feet to an iron pin; Thence North 55°43' East, 243.1 feet to an iron pin at the Southwesterly right of way of Summers Street and the POINT OF BEGINNING.

Note: Kennesaw Due West Road in 2020 is now known as Summers Street. The property is currently known as 2641 Summers Street, Kennesaw, Georgia.



Exhibit B

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. ALTA/NSPS Land Title Survey for CPC Real Estate Acquisitions by Carol Anne Martin, GRLS No. 2544 of Gunnin Land Surveying, dated July 11, 2019, last revised January 23, 2020, being Job No. 18121 (the "Survey") shows the following:
 - a. block retaining wall on northwesterly property line with 3'wide easement for wall maintenance;
 - b. block retaining wall extends 1' over property line at corner; and
 - c. Metal fence on and extending over northerly boundary line



O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Suite 375
Duluth, GA 30097
Attn: Misty Duncan
File No.: 23-128333-OSH

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15715 Pg 2347
Filed and Recorded Feb-26-2020 11:28am
2020-0024608
Real Estate Transfer Tax \$0.00
0332020003539

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA
COUNTY OF Cobb

QUITCLAIM DEED

THIS INDENTURE made this 20th day of February, 2020, between

Thomas Blackwell and Tracy Blackwell

as party or parties of the first part, hereinafter called Grantor, and

Arris Kennesaw, LLC, a Delaware limited liability company

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

SEE ATTACHED EXHIBIT A

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

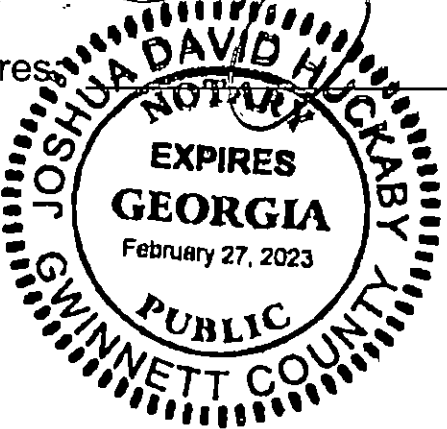
TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

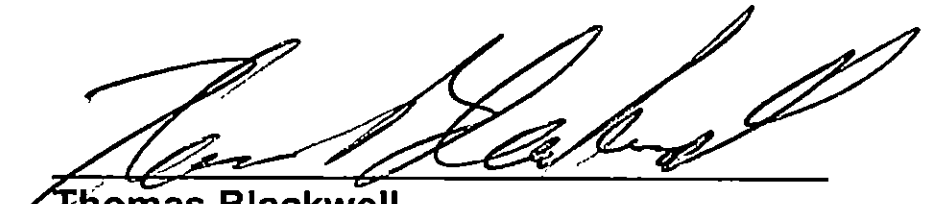
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
Commission expires




Thomas Blackwell

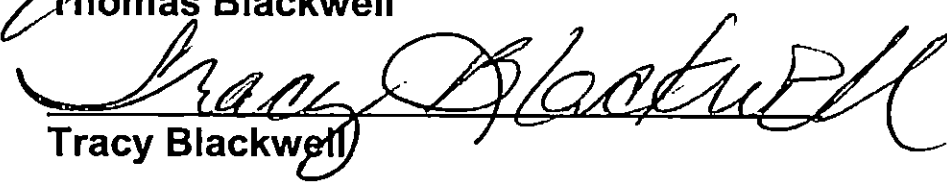

Tracy Blackwell

Exhibit "A"

Property Legal Description

2649 Burrell Court

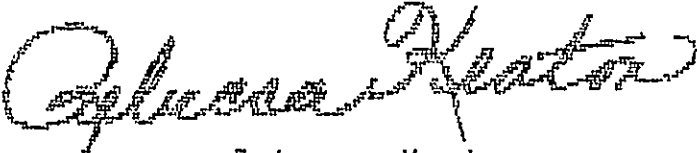
All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width); thence leave said intersection and run southeasterly along said southwesterly right-of-way line of Burrell Court the following courses and distances: S40°31'46"E a distance of 195.77 feet to an iron pin found (1/2" pipe); S40°19'28"E a distance of 91.71 feet to an iron pin found (5/8" rebar), said iron pin found being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue to run southeasterly along said southwesterly right-of-way line S40°17'48"E a distance of 91.85 feet to an iron pin found (1/2" rebar); thence leave said right-of-way line and run S55°20'18"W a distance of 89.79 feet to an iron pin found (1/2" rebar); thence run N34°35'45"W a distance of 91.45 feet to an iron pin found (5/8" rebar); thence run N55°22'12"E a distance of 80.67 feet to an iron pin found (5/8" rebar) located on the southwesterly right-of-way line of Burrell Court, said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.179 acre.

Deed Book 15715 Pg 1932
Filed and Recorded Feb-26-2020 11:01am
2020-0024557
Real Estate Transfer Tax \$0.00
0332020003561


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Suite 375
Duluth, GA 30097
Attn: Misty Duncan
File No.: 23-128329-OSH

FOR CANC SEE
LB Book 138 Page 5919
LB Book 138 Page 5919

STATE OF GEORGIA
COUNTY OF Cobb

QUITCLAIM DEED

THIS INDENTURE made this 20th day of February, 2020, between

David H. Cook

as party or parties of the first part, hereinafter called Grantor, and

Arris Kennesaw, LLC, a Delaware limited liability company

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

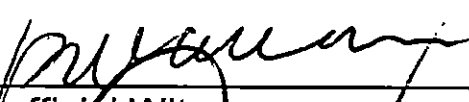
See Exhibit A attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

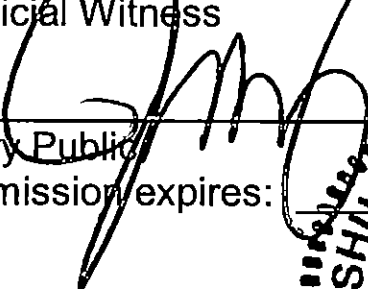
TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

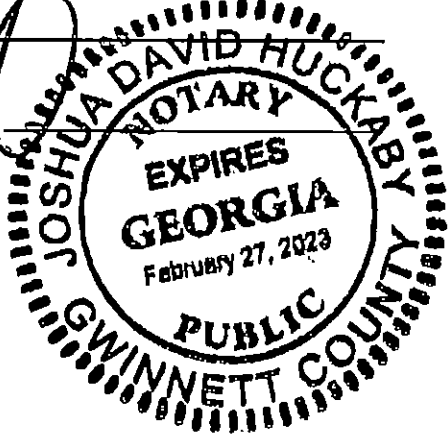
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public
Commission expires: _____




David H. Cook

EXHIBIT "A"

Tract 1
2657 Burrell Court

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the southwesterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width); thence leave said intersection and run southeasterly along said southwesterly right-of-way line of Burrell Court S40°31'46"E a distance of 195.77 feet to an iron pin found (1/2" pipe), said iron pin found being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue to run southeasterly along said southwesterly right-of-way line S40°19'28"E a distance of 91.71 feet to an iron pin found (5/8" rebar); thence leave said right-of-way line and run S55°22'12"W a distance of 80.67 feet to an iron pin found (5/8" rebar); thence run S55°24'31"W a distance of 176.85 feet to an iron pin found (1/2" rebar); thence run N40°06'49"W a distance of 91.92 feet to an iron pin found (1-1/2" open top pipe); thence run N55°26'59"E a distance of 257.20 feet to an iron pin found (1/2" pipe) located on the southwesterly right-of-way line of Burrell Court, said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.540 acre.

Tract 2
2650 Burrell Court

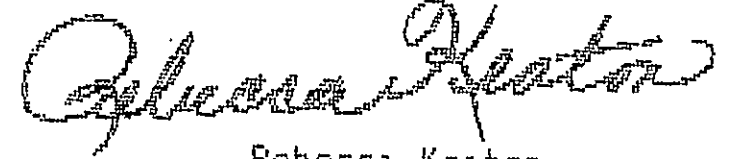
All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width) with the northeasterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width); thence leave said intersection and run southeasterly along said northeasterly right-of-way line of Burrell Court the following courses and distances: S40°14'09"E a distance of 134.22 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); S39°38'11"E a distance of 100.09 feet to an iron pin found (pipe), said iron pin found being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said northeasterly right-of-way line of Burrell Court and run N55°01'04"E a distance of 200.10 feet to an iron pin found (5/8" rebar); thence run S41°38'22"E a distance of 100.00 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S55°02'51"W a distance of 83.20 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S55°02'51"W a distance of 116.97 feet to an iron pin found (1/2" rebar) located on the northeasterly right-of-way line of Burrell Court; thence run northwesterly along said northeasterly right-of-way line N41°36'17"W a distance of 99.89 feet to an iron pin found (pipe), said iron pin found being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.456 acre.

Deed Book 15715 Pg 1927
Filed and Recorded Feb-26-2020 11:01am
2020-0024556
Real Estate Transfer Tax \$890.00
0332020003559



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*

 Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

THIS INDENTURE, made the 20th day of February, 2020, between **DAVID H. COOK**, an individual, as party or parties of the first part (hereinafter referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

[SIGNATURES ON NEXT PAGE]

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

GRANTOR:

David H Cook (Seal)

DAVID H. COOK, an individual

Signed, sealed and delivered
in the presence of:

BW Wallgren
Unofficial Witness

[Signature]
Notary Public

[Notary Seal]

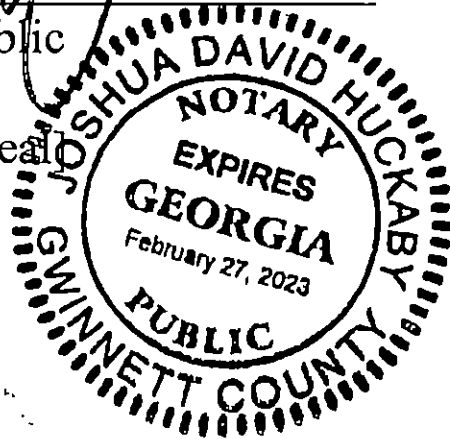


EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2650 Burrell Court

All that tract or parcel of
land lying and being in the Town of Kennesaw in Land Lot 167 of the 20th
District, 2nd Section, Cobb County, Georgia, and being more particularly
described as follows:
BEGINNING at a point on the Northeasterly side of Spring Street Two
Hundred Fifty (250) feet Southeasterly as measured along the North-
easterly side of Spring Street from its intersection with the South-
easterly side of School Street, and running thence Southeasterly along
the Northeasterly side of Spring Street One Hundred (100) feet to an
iron pin; thence Northeasterly Two Hundred (200) feet to an iron pin;
thence Northwesterly One Hundred (100) feet to an iron pin; thence
Southwesterly two Hundred (200) feet to an iron pin on the Northeasterly
side of Spring Street and the point of beginning.

For informational purposes, more commonly known as 2657 Burrell Court

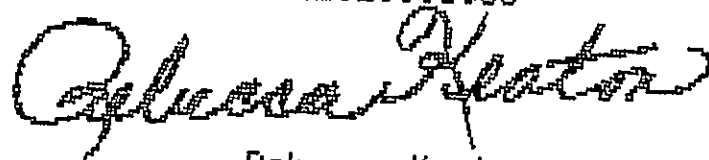
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND
LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA,
BEING LOT 14, SUBDIVISION OF PROPERTIES NOW OR FORMERLY OWNED
BY J. F. BURRELL, RECORDED IN PLAT BOOK 13, PAGE 123, COBB COUNTY,
GEORGIA RECORDS; WHICH PLAT IS INCORPORATED HEREIN AND MADE A
PART HEREOF BY REFERENCE BEING IMPROVED PROPERTY KNOWN AS
2657 BURRELL COURT ACCORDING TO THE PRESENT SYSTEM OF
NUMBERING HOUSES IN COBB COUNTY, GEORGIA.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. All matters affecting subject property as shown on Plat recorded in Plat Book 13, Page 123, records of the Superior Court of Cobb County, Georgia. (Tracts 1 and 2)
3. Boundary Line Agreement by J.B. Petty, Betty C. Petty, David H. Cook and Mrs. Bertha B. Scroggs, dated September 1971, filed October 25, 1971 and recorded in Deed Book 1263, Page 573, aforesaid records. (Tract 2 only)
4. All matters affecting subject property as shown on Plat recorded in Plat Book 54, Page 220, aforesaid records. (Tract 2 only)

Deed Book 15717 Pg 3253
Filed and Recorded Mar-04-2020 08:59a
2020-0028336
Real Estate Transfer Tax \$430.00
0332020003536


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*


Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

5
THIS INDENTURE, made the 18 day of February, 2020, between HAROLD L. TRAMMELL, an individual, and SARAH JANE TRAMMELL, an individual, as party of the first part (hereinafter collectively referred to as "Grantor"), and ARRIS KENNESAW, LLC, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property");

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on Exhibit "B" attached hereto.

[SIGNATURES ON NEXT PAGE]

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

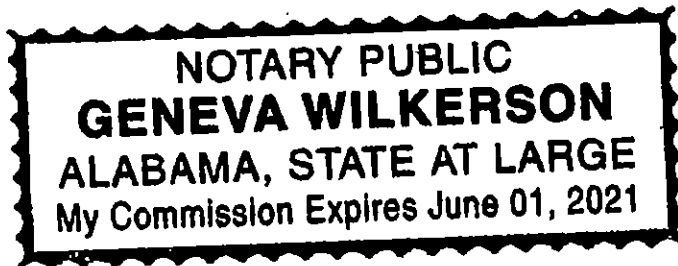
GRANTOR:

Signed, sealed and delivered
in the presence of:

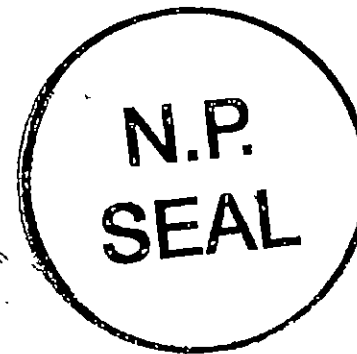
Charles Wilkerson
Unofficial Witness

Geneva Wilkerson
Notary Public

[Notary Seal]



Harold L. Trammell (Seal) *an individual*
HAROLD L. TRAMMELL, an individual

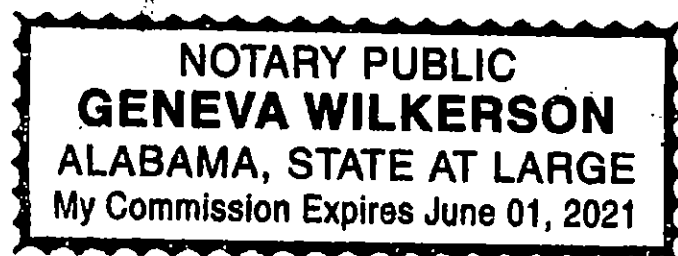


Signed, sealed and delivered
in the presence of:

Charles Wilkerson
Unofficial Witness

Geneva Wilkerson
Notary Public

[Notary Seal]



Sarah Jane Trammell (Seal) *an individual*
SARAH JANE TRAMMELL, an individual

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2665 Summers Street.

All that tract or parcel of land situated, lying and being in Land Lot 167, 20th District, 2nd Section, Cobb County, Georgia, and in the town of Kennesaw, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin on the southwest side of Old Marietta Street or Road in said Town of Kennesaw, 92.5 feet northwest of the point where the southwest side of Old Marietta Street is intersected by the West side of Powder Springs Road; and running thence in a northwesterly direction along the southwest side of Old Marietta Street for a distance of 100 feet to a point marked by an iron pin; thence south 54 degrees 55 minutes west for a distance of 188 feet to a point marked by an iron pin; thence south 42 degrees 05 minutes east for a distance of 100 feet to a point marked by an iron pin; thence north 54 degrees 50 minutes east for a distance of 163.5 feet to the beginning point on the southwest side of Old Marietta Street. Being the same property as shown by plat of same recorded in Plat Book 7, page 53, Cobb County, Georgia, Records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. All matters affecting subject property as shown on the following plats, all records of the Superior Court of Cobb County, Georgia:
 - (A) Plat Book 7, Page 53; and
 - (B) Plat Book 13, Page 123.

2

O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Suite 375
Duluth, GA 30097
Attn: Misty Duncan
File No.: 23-128334-OSH

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919

Deed Book 15715 Pg 2354
Filed and Recorded Feb-26-2020 11:31am
2020-0024611
Real Estate Transfer Tax \$0.00
0332020003542


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA
COUNTY OF GWINNETT

QUITCLAIM DEED

3/25

THIS INDENTURE made this 18th day of February, 2020, between

Michael S. Lanning and Marie L. Lanning

as party or parties of the first part, hereinafter called Grantor, and

Arris Kennesaw, LLC, a Delaware limited liability company

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

See Exhibit A attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Signed, sealed and delivered
in the presence of:

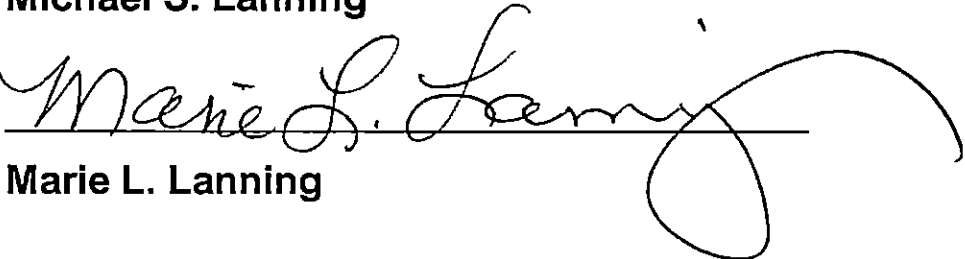


Unofficial Witness


Notary Public
Commission Expires: _____



Michael S. Lanning



Marie L. Lanning

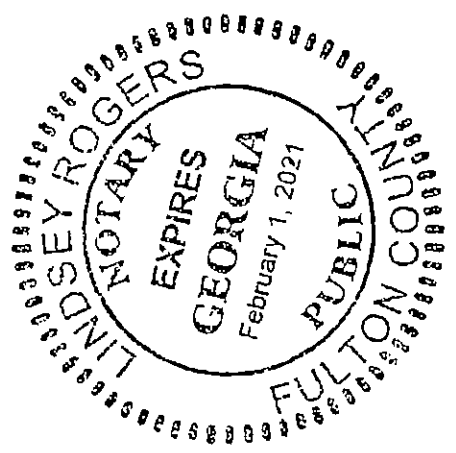


Exhibit A

Legal Description

2668 Burrell Court

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the northeasterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width) with the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width), said iron pin set being the **TRUE POINT OF BEGINNING**.

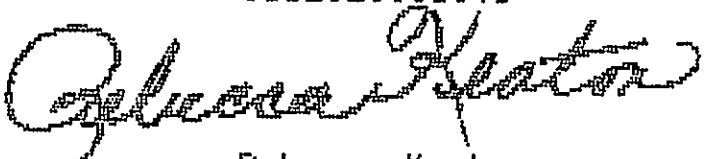
FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said intersection and run northeasterly along said southeasterly right-of-way line of Keene Street along the arc of a curve to the left, an arc distance of 62.54 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"), said curve having a radius of 213.85 feet and being subtended by a chord bearing N38°00'44"E and a chord distance of 62.32 feet; thence leave said southeasterly right-of-way line and run N56°23'28"E a distance of 116.52 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S30°03'00"E a distance of 150.29 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S55°15'46"W a distance of 150.88 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located on the northeasterly right-of-way line of Burrell Court; thence run northwesterly along said northeasterly right-of-way line N40°14'09"W a distance of 134.22 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"), said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.556 acre.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANC SEE
LB Book 138 Page 5919
LB Book 138 Page 5919

Deed Book 15715 Pg 2450
Filed and Recorded Feb-26-2020 11:42am
2020-0024628
Real Estate Transfer Tax \$600.00
0332020003548


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*

6/25 mail
Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

THIS INDENTURE, made the 20th day of February, 2020, between **DALE F. BURRELL**, an individual, and **JUDITH BURRELL**, an individual, as parties of the first part (hereinafter collectively referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

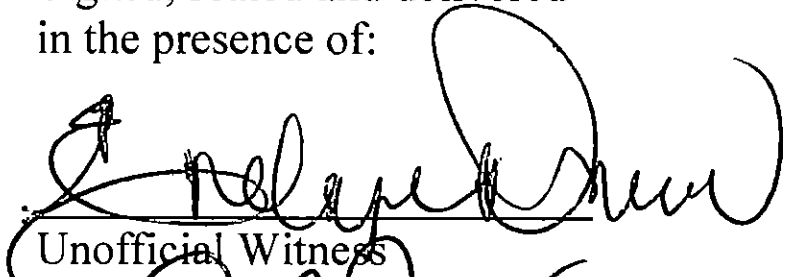
AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

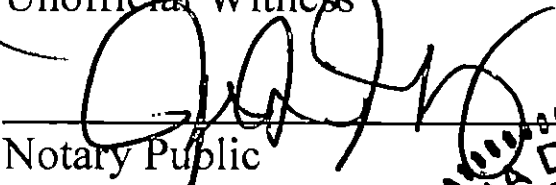
[SIGNATURES ON NEXT PAGE]

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

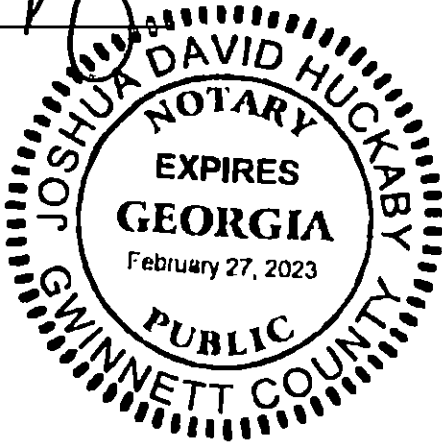
GRANTOR:

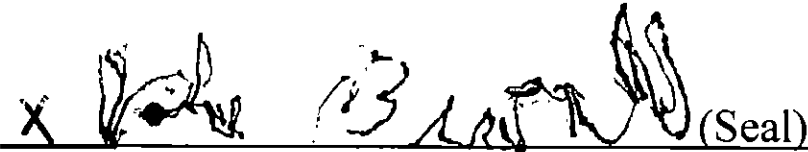
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

[Notary Seal]

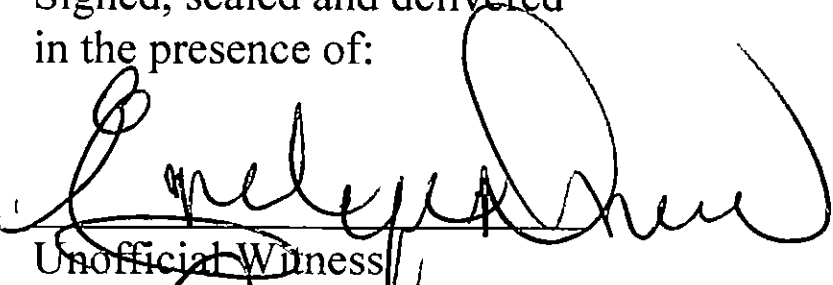


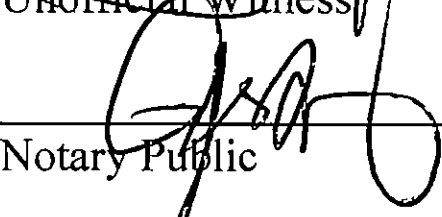
 (Seal)

DALE F. BURRELL, an individual

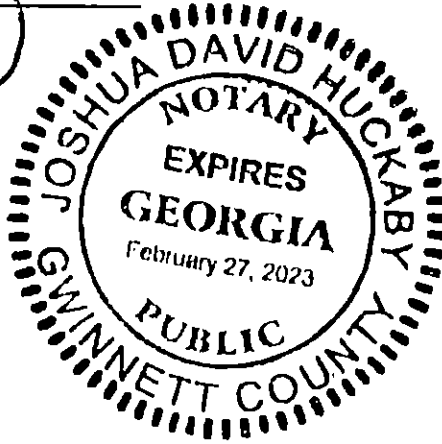
GRANTOR:

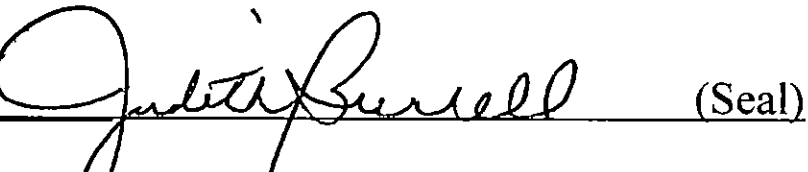
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

[Notary Seal]



 (Seal)

JUDITH BURRELL, an individual

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2675 Summers Street

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT AND 2ND SECTION OF COBB COUNTY, GEORGIA, AND IN THE CITY OF KENNESAW, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHWEST SIDE OF SUMMERS STREET AT THE NORTHEAST CORNER OF THE L. E. RUTLEDGE PROPERTY, WHICH SAID IRON PIN IS LOCATED 192.5 FEET NORTHWESTERLY OF THE NORTHWEST INTERSECTION FORMED BY SUMMERS STREET AND DUE WEST DRIVE, (FORMERLY KNOWN AS POWDER SPRINGS STREET); RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY SIDE OF SUMMERS STREET 100 FEET TO AN IRON PIN; THENCE SOUTHWESTERLY 188 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY 100 FEET TO AN IRON PIN; THENCE NORTHEASTERLY 188 FEET TO THE SOUTHWESTERLY SIDE OF SUMMERS STREET AND THE POINT OF BEGINNING.

EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2658 Burrell Court

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT OF COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEASTERN LINE OF SPRING STREET 150 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERN LINE OF SPRING STREET WITH THE SOUTHEASTERN LINE OF SCHOOL STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN LINE OF SPRING STREET 100 FEET TO AN IRON PIN; RUNNING THENCE NORTHEASTERLY 200 FEET TO AN IRON PIN; RUNNING THENCE NORTHWESTERLY 100 FEET TO AN IRON PIN; RUNNING THENCE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERN LINE OF SPRING STREET AND THE POINT OF BEGINNING; BEING IMPROVED PROPERLY ACCORDING TO A PLAT OF SURVEY FOR BOYD B. BURRELL BY J. P. PHILLIPS, SURVEYOR DATED JUNE 30, 1954.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.
2. All matters affecting subject property as shown on Plat recorded in Plat Book 13, Page 123, records of the Superior Court of Cobb County, Georgia.

FOR CLAIM OF LIEN SEE
LB Book 135 Page 3056

FOR CANCELLATION SEE
LB Book 138 Page 5919

Deed Book 15715 Pg 5012
Filed and Recorded Feb-27-2020 09:45am
2020-0025039
Real Estate Transfer Tax \$570.00
0332020003555



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

*This instrument prepared by
and after recording return to:*

Kelly L. Grady, Esq.
Commercial Real Estate Department
O'Kelley, Sorohan & Hodges Commercial
2170 Satellite Blvd, Ste. 375
Duluth, Georgia 30097

LIMITED WARRANTY DEED

6 THIS INDENTURE, made the 20th day of February, 2020, between **DANIEL SCHULTZ**, an individual, and **EVA JULIANNA SZAKAL SCHULTZ**, as Trustee of The Rackeve Living Trust UTD May 17, 2012, as party or parties of the first part (hereinafter collectively referred to as "Grantor"), and **ARRIS KENNESAW, LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all that tract or parcel of land lying more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all improvements and fixtures located thereon, and all appurtenances, entitlements, rights, privileges and easements benefiting or pertaining thereto (hereinafter collectively called the "Property").

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever arising by, through or under Grantor but not otherwise, subject only to those matters described on Exhibit "B" attached hereto.

[SIGNATURES ON NEXT PAGE]

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

GRANTOR:

Signed, sealed and delivered
in the presence of:

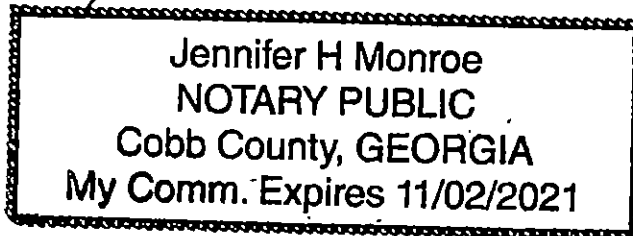
Marie Blackstone
Unofficial Witness

Daniel Schultz, by John H Skelton (Seal)

DANIEL SCHULTZ, an individual,
by John H Skelton, his attorney in fact

Jennifer H Monroe
Notary Public

[Notary Seal]



Signed, sealed and delivered
in the presence of:

Marie Blackstone
Unofficial Witness

Eva Julianna Szakal Schultz, as trustee by John H Skelton (Seal)

EVA JULIANNA SZAKAL SCHULTZ, as Trustee
of The Rackeve Living Trust UTD May 17, 2012,
by John H Skelton, her attorney in fact

Jennifer H Monroe
Notary Public

[Notary Seal]

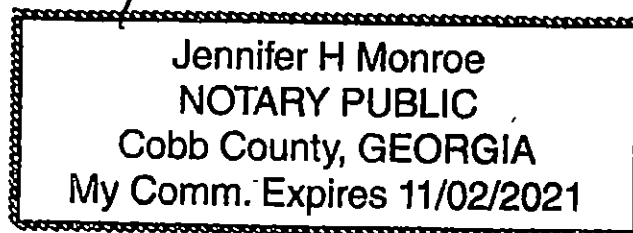


EXHIBIT "A"
LEGAL DESCRIPTION

For informational purposes, more commonly known as 2690 Keene Street

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, LOCATED IN THE CITY OF KENNESAW AS SHOWN ON PLAT OF SURVEY OF DAVID JOHNSON AND LISA JOHNSON, PREPARED BY ADAMS-SIMS & ASSOCIATES, INC., DATED NOVEMBER 15, 1993, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHWEST RIGHT OF WAY OF SUMMER STREET A/K/A MAIN STREET MARIETTA STREET (HAVING A 40 FOOT WIDE RIGHT OF WAY AT THIS POINT) WITH THE SOUTHEAST RIGHT OF WAY OF DOBBS STREET A/K/A KEENE STREET (HAVING A 40 FOOT RIGHT OF WAY); THENCE A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET AND FOLLOWING THE CURVATURE THEREOF A DISTANCE OF 125.0 FEET TO AN IRON PIN SET, BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY SOUTH 31 DEGREES 18 MINUTES 40 SECONDS EAST A DISTANCE OF 148.35 FEET TO AN IRON PIN; THENCE SOUTH 57 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 132.15 FEET TO AN IRON PIN; THENCE SOUTH 59 DEGREES 00 MINUTES 20 SECONDS WEST A DISTANCE OF 95.20 FEET TO AN IRON PIN LOCATED ON THE SOUTHEAST RIGHT OF WAY OF DOBBS STREET; THENCE A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT OF WAY OF DOBBS STREET THE FOLLOWING COURSES AND DISTANCES; NORTH 18 DEGREES 47 MINUTES 20 SECONDS EAST 26.50 FEET; NORTH 05 DEGREES 47 MINUTES 15 SECONDS EAST 74.90 FEET; NORTH 09 DEGREES 36 MINUTES 00 SECONDS EAST 63.05 FEET; NORTH 29 DEGREES 13 MINUTES 00 SECONDS EAST 40.85 FEET; NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 28.80 FEET; NORTH 57 DEGREES 28 MINUTES 35 SECONDS EAST 56.66 FEET TO AN IRON PIN, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable, city, state and county real property taxes for the year 2020 and subsequent years, which are liens not yet due and payable.



Printed: 1/19/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2022	20016701050	10/15/2022	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$6.68	\$0.00	



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Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700750	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$29,898.88	\$0.00



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Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
WELLS FARGO BANK, N.A.

ARRIS KENNESAW LLC
C/O RYAN LLC

Payment Date: 10/12/2023

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2023	20016701040	10/15/2023	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$26,351.46	\$0.00	



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

Payer:
Asta Quatrocchi

CAMORIN LLC

Payment Date: 11/13/2023

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2023	20016700400	10/15/2023	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$137.39	\$747.72	\$0.00	\$0.00	\$15,839.51	\$0.00	



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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700390	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.99	\$0.00



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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700290	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,137.64	\$0.00



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Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700380	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,521.63	\$0.00



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Printed: 1/19/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700300	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$954.56	\$0.00



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Printed: 1/19/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC
C/O RYAN

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700270	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$2,450.34	\$0.00



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mobile phone to view
this bill!



Printed: 1/19/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700370	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$737.63	\$0.00



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mobile phone to view
this bill!!



Printed: 1/18/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
WELLS FARGO BANK, N.A.

ARRIS KENNESAW LLC
C/O RYAN LLC

Payment Date: 10/12/2023

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2023	20016700310	10/15/2023	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$196,447.75	\$0.00	



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mobile phone to view
this bill!!



Printed: 1/19/2024

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700360	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,665.12	\$0.00



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Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700320	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,565.82	\$0.00



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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC
C/O RYAN

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700260	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.83	\$0.00



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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700330	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,684.79	\$0.00



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Cobb County Online Tax Receipt

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

Payer:
Arris Kennesaw

ARRIS KENNESAW LLC
C/O RYAN

Payment Date: 10/12/2022

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2022	20016700250	10/15/2022	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,304.93	\$0.00



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Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
WELLS FARGO BANK, N.A.

ARRIS KENNESAW LLC
C/O RYAN LLC

Payment Date: 10/12/2023

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2023	20016700640	10/15/2023	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,776.43	\$0.00



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016701050	3/3-BOND - KENNESAW CITY				238998				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC SUMMERS ST					550		220		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	220		0		220		8.0000000000		\$1.76
BOND	220		0		220		1.5000000000		\$0.33
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$2.09		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$2.09		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



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

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City of Kennesaw Property Tax Division and
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For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016701050
Amount Due: \$0.00
Bill#: 238998
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700750	3/3-BOND - KENNESAW CITY				238848				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2555 N COBB PKWY					2,462,840		985,136		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	985,136		0		985,136		8.0000000000		\$7,881.09
BOND	985,136		0		985,136		1.5000000000		\$1,477.70
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$9,358.79		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$9,358.79		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



City of Kennesaw
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KENNESAW, GA 30144-2780

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money order, Discover, Mastercard, AMEX,
VISA.
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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700750
Amount Due: \$0.00
Bill#: 238848
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD NE SUITE 1660
ATLANTA, GA 30326

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



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

2023 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016701040	3/3-BOND - KENNESAW CITY				238440				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2555 COBB PKWY					2,185,030		874,012		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	874,012		0		874,012		7.7500000000		\$6,773.59
BOND	874,012		0		874,012		1.5000000000		\$1,311.02
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$8,084.61		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$8,084.61		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2023		



City of Kennesaw
PROPERTY TAX DIVISION
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KENNESAW, GA 30144-2780

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VISA.
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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016701040
Amount Due: \$0.00
Bill#: 238440
Due Date: 12/01/2023

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN LLC
PO BOX 20197
ATLANTA, GA 30325

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



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

2023 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700400	3/3-BOND - KENNESAW CITY				238052				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
CAMORIN LLC 2601 SUMMER ST					1,240,000		496,000		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	496,000		0		496,000		7.7500000000		\$3,844.00
BOND	496,000		0		496,000		1.5000000000		\$744.00
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									

Current Year Tax	\$4,588.00
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$4,588.00
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2023



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

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money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700400
Amount Due: \$0.00
Bill#: 238052
Due Date: 12/01/2023

AMOUNT PAID

CAMORIN LLC
2601 SUMMER ST
STE 210
KENNESAW, GA 30144

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



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700390	3/3-BOND - KENNESAW CITY				238694				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2611 SUMMER ST					120,180		48,072		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	48,072		0		48,072		8.0000000000		\$384.58
BOND	48,072		0		48,072		1.5000000000		\$72.11
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$456.69		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$456.69		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



City of Kennesaw
PROPERTY TAX DIVISION
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KENNESAW, GA 30144-2780

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money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700390
Amount Due: \$0.00
Bill#: 238694
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700290	3/3-BOND - KENNESAW CITY				238676				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2621 SUMMER ST					93,710		37,484		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	37,484		0		37,484		8.0000000000		\$299.87
BOND	37,484		0		37,484		1.5000000000		\$56.23
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									

Current Year Tax	\$356.10
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$356.10
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2022



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

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money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700290
Amount Due: \$0.00
Bill#: 238676
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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

2022 Property Tax Bill

Parcel ID	Tax District		Bill #						
20016700380	3/3-BOND - KENNESAW CITY		238692						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
ARRIS KENNESAW LLC 2639 BURRELL CT			125,340	50,136					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	50,136		0		50,136		8.0000000000		\$401.09
BOND	50,136		0		50,136		1.5000000000		\$75.20
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									

Current Year Tax	\$476.29
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$476.29
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2022



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

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money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700380
Amount Due: \$0.00
Bill#: 238692
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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

2022 Property Tax Bill

Parcel ID	Tax District		Bill #						
20016700300	3/3-BOND - KENNESAW CITY		238678						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
ARRIS KENNESAW LLC 2640 BURRELL CT			78,630	31,452					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	31,452		0		31,452		8.0000000000		\$251.62
BOND	31,452		0		31,452		1.5000000000		\$47.18
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
Current Year Tax			\$298.80						
Interest			\$0.00						
Penalty			\$0.00						
Other Fees			\$0.00						
Payments Received			\$298.80						
Other Amounts Due			\$0.00						
Total Due			\$0.00						
Due Date			12/01/2022						



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

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money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700300
Amount Due: \$0.00
Bill#: 238678
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD SUITE 1660
ATLANTA, GA 30326

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



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700270	3/3-BOND - KENNESAW CITY				238680				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2641 SUMMER ST					201,840		80,736		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	80,736		0		80,736		8.0000000000		\$645.89
BOND	80,736		0		80,736		1.5000000000		\$121.10
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$766.99		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$766.99		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



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

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VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700270
Amount Due: \$0.00
Bill#: 238680
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN
PO BOX 56607
ATLANTA, GA 30343

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



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

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700370	3/3-BOND - KENNESAW CITY				238688				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2649 BURRELL CT					60,760		24,304		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	24,304		0		24,304		8.0000000000		\$194.43
BOND	24,304		0		24,304		1.5000000000		\$36.46
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$230.89		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$230.89		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



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

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700370
Amount Due: \$0.00
Bill#: 238688
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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

2023 Property Tax Bill

Parcel ID	Tax District		Bill #						
20016700310	3/3-BOND - KENNESAW CITY		238048						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
ARRIS KENNESAW LLC BURRELL CT			16,289,200	6,515,680					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	6,515,680		0		6,515,680		7.7500000000		\$50,496.52
BOND	6,515,680		0		6,515,680		1.5000000000		\$9,773.52
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
Current Year Tax			\$60,270.04						
Interest			\$0.00						
Penalty			\$0.00						
Other Fees			\$0.00						
Payments Received			\$60,270.04						
Other Amounts Due			\$0.00						
Total Due			\$0.00						
Due Date			12/01/2023						



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3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700310
Amount Due: \$0.00
Bill#: 238048
Due Date: 12/01/2023

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN LLC
PO BOX 20197
ATLANTA, GA 30325

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



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

2022 Property Tax Bill

Parcel ID	Tax District		Bill #	
20016700360	3/3-BOND - KENNESAW CITY		238690	
Property Owner/Location/Description			Fair Market Value	Taxable Value
ARRIS KENNESAW LLC 2657 BURRELL CT			137,160	54,864
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	54,864	0	54,864	8.0000000000 \$438.91
BOND	54,864	0	54,864	1.5000000000 \$82.30

Exemptions: Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.	Current Year Tax	\$521.21
	Interest	\$0.00
	Penalty	\$0.00
	Other Fees	\$0.00
	Payments Received	\$521.21
	Other Amounts Due	\$0.00
	Total Due	\$0.00
	Due Date	12/01/2022



City of Kennesaw
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VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700360
Amount Due: \$0.00
Bill#: 238690
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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(770) 429-4542

2022 Property Tax Bill

Parcel ID	Tax District		Bill #	
20016700320	3/3-BOND - KENNESAW CITY		238682	
Property Owner/Location/Description			Fair Market Value	Taxable Value
ARRIS KENNESAW LLC 2658 BURRELL CT			128,980	51,592
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	51,592	0	51,592	8.0000000000 \$412.74
BOND	51,592	0	51,592	1.5000000000 \$77.39
Exemptions:				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.			Current Year Tax	\$490.13
			Interest	\$0.00
			Penalty	\$0.00
			Other Fees	\$0.00
			Payments Received	\$490.13
			Other Amounts Due	\$0.00
			Total Due	\$0.00
			Due Date	12/01/2022



City of Kennesaw
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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700320
Amount Due: \$0.00
Bill#: 238682
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

City of Kennesaw
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(770) 429-4542

2022 Property Tax Bill

Parcel ID	Tax District				Bill #				
20016700260	3/3-BOND - KENNESAW CITY				238672				
Property Owner/Location/Description					Fair Market Value		Taxable Value		
ARRIS KENNESAW LLC 2665 SUMMERS ST					108,800		43,520		
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	43,520		0		43,520		8.0000000000		\$348.16
BOND	43,520		0		43,520		1.5000000000		\$65.28
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
					Current Year Tax		\$413.44		
					Interest		\$0.00		
					Penalty		\$0.00		
					Other Fees		\$0.00		
					Payments Received		\$413.44		
					Other Amounts Due		\$0.00		
					Total Due		\$0.00		
					Due Date		12/01/2022		



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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700260
Amount Due: \$0.00
Bill#: 238672
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN
PO BOX 56607
ATLANTA, GA 30343

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



City of Kennesaw
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KENNESAW, GA 30144-2780
(770) 429-4542

2022 Property Tax Bill

Parcel ID	Tax District		Bill #	
20016700330	3/3-BOND - KENNESAW CITY		238684	
Property Owner/Location/Description			Fair Market Value	Taxable Value
ARRIS KENNESAW LLC 2668 BURRELL CT			138,780	55,512
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	55,512	0	55,512	8.0000000000 \$444.10
BOND	55,512	0	55,512	1.5000000000 \$83.27

Exemptions: Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.	Current Year Tax	\$527.37
	Interest	\$0.00
	Penalty	\$0.00
	Other Fees	\$0.00
	Payments Received	\$527.37
	Other Amounts Due	\$0.00
	Total Due	\$0.00
	Due Date	12/01/2022



City of Kennesaw
PROPERTY TAX DIVISION
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VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.*

Parcel ID: 20016700330
Amount Due: \$0.00
Bill#: 238684
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
3340 PEACHTREE RD STE 1660
ATLANTA, GA 30326

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



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(770) 429-4542

2022 Property Tax Bill

Parcel ID	Tax District		Bill #	
20016700250	3/3-BOND - KENNESAW CITY		238674	
Property Owner/Location/Description			Fair Market Value	Taxable Value
ARRIS KENNESAW LLC 2675 SUMMERS ST			107,490	42,996
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	42,996	0	42,996	8.0000000000 \$343.97
BOND	42,996	0	42,996	1.5000000000 \$64.49

Exemptions: Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.	Current Year Tax	\$408.46
	Interest	\$0.00
	Penalty	\$0.00
	Other Fees	\$0.00
	Payments Received	\$408.46
	Other Amounts Due	\$0.00
	Total Due	\$0.00
	Due Date	12/01/2022



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

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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700250
Amount Due: \$0.00
Bill#: 238674
Due Date: 12/01/2022

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN
PO BOX 56607
ATLANTA, GA 30343

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



City of Kennesaw
PROPERTY TAX DIVISION
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KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District		Bill #						
20016700640	3/3-BOND - KENNESAW CITY		238238						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
ARRIS KENNESAW LLC 2690 KEENE ST			147,300	58,920					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	58,920		0		58,920		7.7500000000		\$456.63
BOND	58,920		0		58,920		1.5000000000		\$88.38
Exemptions:									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate, divide the Federal Prime Rate by 12. This annual interest rate will changes when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960).									
Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542.									
			Current Year Tax	\$545.01					
			Interest	\$0.00					
			Penalty	\$0.00					
			Other Fees	\$0.00					
			Payments Received	\$545.01					
			Other Amounts Due	\$0.00					
			Total Due	\$0.00					
			Due Date	12/01/2023					



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debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20016700640
Amount Due: \$0.00
Bill#: 238238
Due Date: 12/01/2023

AMOUNT PAID

ARRIS KENNESAW LLC
C/O RYAN LLC
PO BOX 20197
ATLANTA, GA 30325

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

SHEET INDEX

- 1) COVER
2) ZONING ORDINANCE
3) ZONING ORDINANCE
4) CITY MEETING MINUTES (11.19.18)
5) CITY MEETING MINUTES (11.19.18)
6) CITY MEETING MINUTES (11.19.18)
7) PLAT
8) PLAT

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 4.9 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 26,261. IT HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 347,060 (TRACT 1), 1 IN 70,214 (TRACT 2), 1 IN 114,729 (TRACT 3), 1 IN 373,454 (TRACT 4), AND 1 IN 104,783 (TRACT 5).

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GPT 3005 AND A CARLSON SURVEYOR 2 DATA COLLECTOR.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

INITIAL DATE OF FIELD WORK COMPLETION: JANUARY 23, 2019
SUBSEQUENT FIELD WORK COMPLETED: JULY 10, 2019, NOVEMBER 25, 2019

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE IS WITHIN FLOOD HAZARD "A", AS PER THE FLOOD INSURANCE RATE MAP (F.I.R.M.) OF COBB COUNTY, GEORGIA AND INCORPORATED AREAS, MAP NUMBER 13067C0038H DATED 03/04/2013. THE PROJECT SITE LIES WITHIN ZONE "X" (AREAS OF MINIMAL FLOODING).

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE OWNER, ARCHITECT, CONTRACTOR AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

REFERENCES:

1) ALTA/NSPS LAND TITLE SURVEY PREPARED FOR ARRIS KENNESAW, LLC, ITS SUCCESSORS, ASSIGNS, AND/OR AFFILIATES, SPT REAL ESTATE CAPITAL, LLC, AS ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE LENDERS, AND EACH OF THEIR SUCCESSORS AND/OR ASSIGNES, AS THEIR INTEREST MAY APPEAR AND FIDELITY NATIONAL TITLE INSURANCE COMPANY BY GUNNIN LAND SURVEYING, LLC, LAST REVISED FEBRUARY 22, 2021.

2) MINOR PLAT FOR ARRIS KENNESAW, LLC, BY GUNNIN LAND SURVEYING, LLC RECORDED IN PLAT BOOK 280, PAGE 469.

3) QUITCLAIM DEED BETWEEN THE CITY OF KENNESAW AND ARRIS KENNESAW, LLC, RECORDED IN DEED BOOK 15904, PAGE 5143 (ABANDONMENT OF BURRELL COURT AND PARTIAL ABANDONMENT OF KEENE STREET)

4) WATER AND SEWER AS-BUILT FOR ARRIS KENNESAW, LLC, BY GEOSURVEY, DATED DECEMBER 22, 2022.

COBB COUNTY NOTES

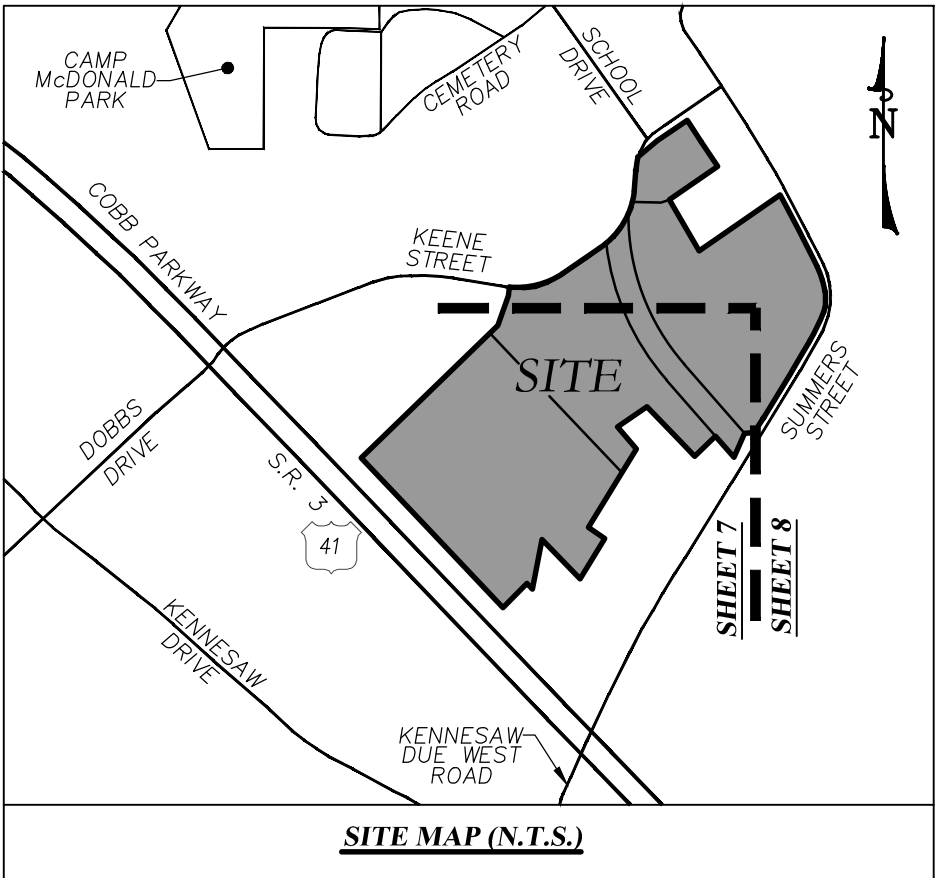
NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED WITHIN TEN (10') FEET OF THE EDGE OF A PERMANENT COBB COUNTY WATER OR SANITARY EASEMENT ON FRONT OR REAR SETBACKS, OR WITHIN TWO (2') FEET ON SIDE SETBACKS, PER COUNTY CODE 122-123.

ZONING APPROVAL INFORMATION

A. REZONINGS APPROVED BY MAYOR AND COUNCIL ON NOVEMBER 19, 2018

- I. ORDINANCE #2018-25
II. ORDINANCE #2018-26
III. ORDINANCE #2018-27

B. CENTRAL BUSINESS DISTRICT PROJECT APPLICATION APPROVED BY MAYOR AND COUNCIL ON NOVEMBER 19, 2018



AREA CHART
TRACT 1= 5.499 ACRES
TRACT 2= 3.121 ACRES
TRACT 3= 0.880 ACRES
TRACT 4= 4.213 ACRES
TRACT 5= 0.611 ACRES

(DOES NOT INCLUDE RIGHT OF WAY DEDICATION AREAS)

MAYOR AND COUNCIL APPROVAL

PURSUANT TO THE LAND SUBDIVISION SECTIONS OF THIS UDC OF THE CITY OF KENNESAW, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE MAYOR AND COUNCIL OF KENNESAW, GEORGIA ON _____ (DATE).

MAYOR, KENNESAW, GEORGIA

DATE

KENNESAW DEVELOPMENT CERTIFICATIONS

THIS PLAT HAVING BEEN SUBMITTED TO KENNESAW AND HAVING BEEN FOUND TO COMPLY WITH THE KENNESAW DEVELOPMENT STANDARDS AND THE KENNESAW UNIFIED DEVELOPMENT CODE IS APPROVED SUBJECT TO THE INSTALLATION AND DEDICATION OF ALL STREETS, UTILITIES, EASEMENTS, AND OTHER IMPROVEMENTS "AS APPLICABLE" IN ACCORDANCE WITH THE STANDARD DESIGN SPECIFICATIONS AND THE POSTING OF A ONE-YEAR MAINTENANCE BOND.

KENNESAW PUBLIC WORKS

DATE:

CITY ENGINEER

DATE:

BUILDING SERVICES DEPARTMENT

DATE:

PLANNING AND ZONING DEPARTMENT

DATE:

MAYOR AND COUNCIL

DATE:

COBB COUNTY WATER SYSTEM

DATE:

NOTHING HEREIN SHALL BE CONSTRUED TO MEAN THAT THE CITY OF KENNESAW HAS ACCEPTED THE DEDICATION OF ANY RIGHTS-OF-WAY, EASEMENTS OR OTHER AREA AS BEING DEDICATED TO PUBLIC USE.

NOTE: GRADING AND ACTIVE CONSTRUCTION IN PROGRESS AS OF APRIL 2, 2024. SITE INFRASTRUCTURE SHOWN HEREON (BUILDINGS, PAVEMENT, ETC.) MAY HAVE BEEN DEMOLISHED, REMOVED, OR ALTERED SINCE THE ORIGINAL SURVEY LOCATIONS WERE OBTAINED. NEWLY CONSTRUCTED SITE INFRASTRUCTURE EXISTS THAT IS NOT SHOWN AS PART OF THIS PLAT.

OWNER'S ACKNOWLEDGEMENT

(OFFSITE, FOR WATER EASEMENT AREA A ONLY)

THE OWNER OF THE ADJACENT LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO (THE "OWNER") IN PERSON OR THROUGH DULY AUTHORIZED AGENTS DEDICATES TO COBB COUNTY THE 20' WATER EASEMENT SHOWN AND REFERENCED HEREON AS "20' COBB COUNTY WATER EASEMENT (AREA A)", REFLECTED ON SHEET 8 OF THIS PLAT.

PROVIDED, HOWEVER, THAT NOTHING HEREIN NOR ACCEPTANCE SHALL CREATE LIABILITY ON THE PART OF THE CITY OF KENNESAW, COBB COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS OR RIVERS, AND THE CITY OF KENNESAW IS HEREBY SPECIFICALLY RELEASED FROM ANY SUCH LIABILITY OR FROM LIABILITY FOR THE NEGLIGENT CONSTRUCTION OR MAINTENANCE OF ALL DRAINAGE STRUCTURES, ROADS, SEDIMENT CONTROL FACILITIES AND ALL OTHER WORK PERFORMED BY THE OWNER OR DEVELOPER OF THE PROPERTY, THEIR AGENT, SERVANTS, EMPLOYEES OR CONTRACTORS

PROVIDED FURTHER, HOWEVER, THAT THE FOREGOING DEDICATION OF OWNER IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY BY OWNER, EXPRESS OR IMPLIED.

OWNER : PIEDMONT RESIDENTIAL, LLC

DATE

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES FEE SIMPLE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, DRAINS, AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0.128 ACRES (RIGHT OF WAY) FOR THE PURPOSES THEREIN EXPRESSED.

PROVIDED, HOWEVER, THAT NOTHING HEREIN NOR ACCEPTANCE SHALL CREATE LIABILITY ON THE PART OF THE CITY OF KENNESAW, COBB COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS OR RIVERS, AND THE CITY OF KENNESAW IS HEREBY SPECIFICALLY RELEASED FROM ANY SUCH LIABILITY OR FROM LIABILITY FOR THE NEGLIGENT CONSTRUCTION OR MAINTENANCE OF ALL DRAINAGE STRUCTURES, ROADS, SEDIMENT CONTROL FACILITIES AND ALL OTHER WORK PERFORMED BY THE OWNER OR DEVELOPER OF THE PROPERTY, THEIR AGENT, SERVANTS, EMPLOYEES OR CONTRACTORS

OWNER/SUBDIVIDER: ARRIS KENNESAW, LLC

DATE

SURVEYOR'S CERTIFICATE (CITY OF KENNESAW)

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE KENNESAW SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

JESSE R. GUNNIN, GA RLS NO. 3079

DATE

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JESSE R. GUNNIN, GA RLS NO. 3079

DATE

REVISION

DATE

MINOR PLAT FOR:
ARRIS KENNESAW, LLC
LOCATED IN LAND LOTS 138, 166 & 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
APRIL 2, 2024

G U N N I N
S U R V E Y
141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com

678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC



DRAWN BY: ZRW
CHECKED BY: JRG

PROJECT NO. 18121

SHEET OF
1 8

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-25, 2018

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY OFFICE AND INSTITUTIONAL (O&I) to CITY CENTRAL BUSINESS DISTRICT (CBD) PROPERTY LOCATED AT 2555 N. COBB PARKWAY (LAND LOT 167 TAX PARCEL 75)

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

WHEREAS, CORE PROPERTY CAPITAL, made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from CITY OFFICE AND INSTITUTIONAL (O&I) to CITY CENTRAL BUSINESS DISTRICT (CBD) on property located at 2555 N. Cobb Parkway, identified as Land Lot 167 Tax Parcel 75 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on October 16, 2018, October 19, 2018, October 26, 2018 and November 2, 2018 of a public hearing before the Kennesaw Planning Commission held on November 07, 2018 and the Mayor and Council on November 19, 2018; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on November 07, 2018; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on November 19, 2018; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS.

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from CITY OFFICE AND INSTITUTIONAL (O&I) to CITY CENTRAL BUSINESS DISTRICT (CBD) for the following described property:

All that tract or parcel of land lying and being in Land Lot 167, of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin located at the intersection formed by the Southeasterly right-of-way line of Dobbs Drive (a 40-foot right-of-way width) with the southwesterly right-of-way line Burrell Court; running thence southwesterly along the arc of the southwesterly right-

of-way line of Dobbs Drive a distance to an iron pin, said distance having a dimension of 271.13 feet along a chord on a bearing South 65 degrees 07 minutes 12 seconds West; running thence South 18 degrees 13 minutes 38 seconds West a distance of 619.59 feet to an iron pin located on the northeasterly right-of-way line of U.S. 41 Highway also known as Four Land Highway; running thence South 44 degrees 38 minutes 52 seconds East along the northeasterly right-of-way line of said U.S. 41 Highway a distance of 363.99 feet to a corner stone; running thence North 09 degrees 37 minutes 38 seconds East a distance of 234.44 feet to an iron pin; running thence South 45 degrees 10 minutes 28 seconds East a distance of 138.49 feet to a point; running thence North 30 degrees 07 minutes 59 seconds East a distance of 120 feet to an iron pin; running thence North 57 degrees 14 minutes 02 seconds West a distance of 50 feet to an iron pin; running thence North 30 degrees 20 minutes East a distance of 232.58 fee to an iron pin; running thence North 41degrees 34 minutes 15 seconds West a distance of 257.96 feet to an iron pin; running thence North 54 degrees 07 minutes 25 seconds East a distance of 256.84 feet to an iron pin located on the southwesterly side of Burrell Court; running thence North 39 degrees 29 minutes 49 seconds West along the southwesterly side of Burrell Court, a distance of 198.20 feet to the POINT OF BEGINNING; as per survey prepared by West Georgia Engineers and Surveyors, Inc. dated November 2, 1983, being improved property and having a building located thereon, together with a non-exclusive easement 25 feet in width for means of ingress and egress in and to the above described property from the northwesterly right-of-way line of Due West Road, being the same easement as the that granted by James L. Bentley, Jr. to Jack Palmerlee on July 23, 1973, recorded in Dee Book 1449, page 557 Cobb County Records, which easement is hereby referred to and made part hereof for a more accurate description of the easement hereby granted.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 167, 20th District, 2nd Section, Cobb County, Georgia, being 0.052 acre as shown by that certain plat made by Ronnie L. Ray. Registered Land Surveyor, No. 1781, dated February 8, 1992, and being more particularly described as follows:

BEGINNING at an iron pin located on the northeasterly right-of-way of U.S. 41 as shown on said plate 285.95 feet northwesterly as measured along the northeasterly right-of-way of U.S. 41 North 44 degrees 38 minutes 52 seconds West, from the intersection of the northeasterly right-of-way of U.S. 41 with the centerline of Kennesaw Due West Road; running thence North 44 degrees 38 minutes 52 seconds West along the northeasterly right-of-way U.S. 41, 7+32 feet to an iron pin; running thence North 43 degrees 31 minutes 23 seconds Est 86.14 feet to an iron pin; running thence South 45 degrees 19 minutes 11 seconds East 20.31 feet to an iron pin; running thence South 09 degrees 46 minutes 22 seconds West 106.15 feet to the iron pin found at the point of beginning.

Said plat is hereby adopted and made a part hereof by reference thereto for a more complete description of said property.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from CITY OFFICE AND INSTITUTIONAL (O&I) to CITY CENTRAL BUSINESS DISTRICT (CBD)

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this 19th day of November, 2018

ATTEST:

Debra Taylor, City/Clerk

CITY OF KENNESAW:

Derek Easterling, Mayor



CITY OF KENNESAW
ORDINANCE NO. 2018-25, 2018

ABBREVIATIONS

A.E. ACCESS EASEMENT
BC BACK OF CURB
BM BENCHMARK
BSL BUILDING SETBACK LINE
CATV CABLE TV
CBOX CABLE BOX
CO CLEANOUT
CPED CABLE PEDESTAL
C&G CURB AND GUTTER
CI CURB INLET
C.L. CENTERLINE
CMF CONCRETE MONUMENT FOUND
CMP CORRUGATED METAL PIPE
CONC. CONCRETE
CPP COATED PLASTIC PIPE
CTP CRIMPED TOP PIPE FOUND
DB DEED BOOK
D.E. DRAINAGE EASEMENT
DI DROP INLET
DIP DUCTILE IRON PIPE
DWCB DOUBLE WING CATCH BASIN
EBOX ELECTRIC BOX
EM ELECTRIC METER
EOP EDGE OF PAVEMENT
EX. EXISTING
FES FLARED END SECTION
FFE FINISHED FLOOR ELEVATION
FH FIRE HYDRANT
FOC FIBER OPTIC CABLE
FOPED FIBER OPTIC PEDESTAL
GM GAS METER
GV GAS VALVE
GW GUY WIRE
HDPE HIGH DENSITY POLYETHYLENE PIPE
HW HEADWALL
ICB IRRIGATION CONTROL BOX
ICV IRRIGATION CONTROL VALVE
IPS 1/2" REBAR SET
IPF 1/2" REBAR FOUND
JB JUNCTION BOX
LP LIGHT POLE
OCS OUTLET CONTROL STRUCTURE
OTP OPEN TOP PIPE FOUND
PB PLAT BOOK
PG. PAGE
P.L. PROPERTY LINE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PP POWER POLE
PROP. PROPOSED
PVC POLYVINYL CHLORIDE PIPE
RCP REINFORCED CONCRETE PIPE
RB REBAR
RWM RIGHT-OF-WAY MONUMENT
R/W RIGHT OF WAY
SS SANITARY SEWER
S.S.E. SANITARY SEWER EASEMENT
SSMH SANITARY SEWER MANHOLE
SWCB SINGLE WING CATCH BASIN
TBOX TELEPHONE BOX
TPED TELEPHONE PEDESTAL
TSB TRAFFIC SIGNAL BOX
TSP TRAFFIC SIGNAL POLE
TX TRANSFORMER PAD
U.E. UTILITY EASEMENT
VCP VITRIFIED CLAY PIPE
w/CAP WITH CAP
WI WEIR INLET
WM WATER METER
WV WATER VALVE
YI YARD INLET

SYMBOL LEGEND

IPF 1/2" REBAR FOUND
IPS 1/2" REBAR SET
RIGHT-OF-WAY MONUMENT FOUND
2658 LOT ADDRESS
42 ADJOINING LOT NUMBER
26 LOT NUMBER
1172 LAND LOT NUMBER
AIR CONDITIONING UNIT
BENCHMARK
BOLLARD
HANDICAP PARKING SPOT
SIGN
MANHOLE - UNKNOWN TYPE
CABLE TV BOX
CABLE TV MANHOLE
CABLE TV PEDESTAL
ELECTRIC BOX
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC PEDESTAL
GUY WIRE AND ANCHOR
GUY POLE
LIGHT POLE
POWER POLE
SERVICE POLE
TRANSFORMER
GAS MANHOLE
GAS VALVE
GAS METER
SANITARY SEWER CLEAN OUT
SANITARY SEWER MANHOLE
STORM SEWER CLEAN OUT
DOUBLE WING CATCH BASIN
SINGLE WING CATCH BASIN
CURB INLET
DROP INLET
FLARED END SECTION
HEADWALL
JUNCTION BOX
WEIR INLET
YARD INLET
TELEPHONE BOX
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
PEDESTRIAN SIGNAL POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
IRRIGATION CONTROL VALVE
POST INDICATOR VALVE
WATER MANHOLE
WATER METER
WATER VALVE
WATER VAULT
TREE
SPOT ELEVATION

LINE TYPE LEGEND

ADJOINING PROPERTY LINE
CREEK CENTERLINE
LAND LOT LINE
METAL FENCE
WIRE FENCE
WOOD FENCE
GUARDRAIL
OVERHEAD UTILITY LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND FIBER OPTIC LINE
UNDERGROUND GAS PIPE
UNDERGROUND SANITARY SEWER PIPE
UNDERGROUND STORM SEWER PIPE
UNDERGROUND TELEPHONE LINE
UNDERGROUND WATER PIPE

REVISION

DATE

MINOR PLAT FOR:
ARRIS KENNESAW, LLC
LOCATED IN LAND LOTS 138, 166 & 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
APRIL 2, 2024



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141 Railroad Street, Suite 116
Canton, Georgia 30114

Georgia LSF 001033 - Gunnin Land Surveying, LLC



DRAWN BY: ZRW
CHECKED BY: JRG

PROJECT NO. 18121

SHEET 2 OF 8

RESERVED FOR PLAT FILING

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-26, 2018

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY CENTRAL BUSINESS DISTRICT (CBD) PROPERTY LOCATED AT 2570 N. COBB PARKWAY (LAND LOT 167 TAX PARCEL 104)

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

WHEREAS, CORE PROPERTY CAPITAL, made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY CENTRAL BUSINESS DISTRICT (CBD) on property located at 2570 N. Cobb Parkway, identified as Land Lot 167 Tax Parcel 104 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on October 16, 2018, October 19, 2018, October 26, 2018 and November 2, 2018 of a public hearing before the Kennesaw Planning Commission held on November 07, 2018 and the Mayor and Council on November 19, 2018; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on November 07, 2018; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on November 19, 2018; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS.

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY CENTRAL BUSINESS DISTRICT (CBD) for the following described property:

All that tract or parcel of land lying and being in Land Lot 167, District 20, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) located at the intersection of the southeasterly right of way of Keene Street (40' R/W) with its intersection of the northeasterly right of way of North Cobb Parkway (A.K.A. Highway 41) (115' from the centerline of Highway 41), Thence along the northeasterly right of way of North Cobb Parkway S 45° 59' 10" E a distance of 249.74 feet to a point; Thence S 45° 20' 00" E a distance of 181.48 feet to a point and the TRUE BEGINNING;

Thence leaving said right of way N 44° 01' 05" E a distance of 481.39 feet to a point, Thence S 17° 53' 51" W a distance of 539.14 feet to a point on the northeasterly right of way of North Cobb Parkway;

Thence along the northeasterly right of way of North Cobb Parkway N 45° 20' 00" W a distance of 237.38 feet to a point and the point of beginning.

Said tract containing 1.31 acres as shown hereon

As designated as Tract 2 on plat recorded at Plat Book 274 Page 247, Cobb County, Georgia records.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY CENTRAL BUSINESS DISTRICT (CBD).

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this 19th day of November, 2018

ATTEST:

Debra Taylor, City Clerk

CITY OF KENNESAW:

Derek Easterling, Mayor



CITY OF KENNESAW
ORDINANCE NO. 2018-26, 2018

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-27, 2018

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY GENERAL COMMERCIAL (GC) to CITY CENTRAL BUSINESS DISTRICT (CBD) PROPERTY LOCATED AT 2675 SUMMERS STREET (LAND LOT 167 TAX PARCEL 25)

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

WHEREAS, CORE PROPERTY CAPITAL, made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from CITY GENERAL COMMERCIAL (GC) to CITY CENTRAL BUSINESS DISTRICT (CBD) on property located at 2675 Summers Street, identified as Land Lot 167 Tax Parcel 25 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on October 16, 2018, October 19, 2018, October 26, 2018 and November 2, 2018 of a public hearing before the Kennesaw Planning Commission held on November 07, 2018 and the Mayor and Council on November 19, 2018; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on November 07, 2018; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on November 19, 2018; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS.

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended to change the zoning district designation from CITY GENERAL COMMERCIAL (GC) to CITY CENTRAL BUSINESS DISTRICT (CBD) for the following described property:

All that tract or parcel of land lying and being in Land Lot 167, of the 20th District, 2nd Section, Cobb County, Georgia, and in the City of Kennesaw, Georgia, more particularly described as follows:

Beginning at an iron pin on the Southwest side of Summers Street at the Northeast corner of the L.E. Rutledge property, which said iron pin is located 192.5 feet Northwesterly of the Northwest intersection formed by Summers Street and Due West Drive, (formerly known as Powder Springs Street); running thence Northwesterly along the Southwesterly side of Summers Street 100 feet to an iron pin; thence Southwesterly 188 feet to an iron pin; thence Southeasterly 100 feet to an iron pin; thence Northeasterly 188 feet to the Southwesterly side of Summers Street and the point of Beginning.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from CITY GENERAL COMMERCIAL (GC) to CITY CENTRAL BUSINESS DISTRICT (CBD).

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

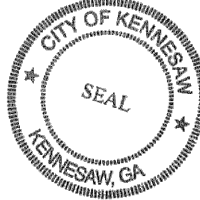
PASSED AND ADOPTED by the Kennesaw City Council on this 19th day of November, 2018

ATTEST:

Debra Taylor, City Clerk

CITY OF KENNESAW:

Derek Easterling, Mayor



CITY OF KENNESAW
ORDINANCE NO. 2018-27, 2018

REVISION

DATE

MINOR PLAT FOR:
ARRIS KENNESAW, LLC
LOCATED IN LAND LOTS 138, 166 & 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
APRIL 2, 2024

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Georgia LSF 001033 - Gunnin Land Surveying, LLC



DRAWN BY: ZRW
CHECKED BY: JRG

PROJECT NO. 18121

SHEET 3 OF 8

was advertised in the Marietta Daily Journal on October 16, 2018, October 19, 2018, October 26, 2018 and November 2, 2018. Planning Commission at a meeting held on November 07, 2018, approved with a motion made by Joshua Logelin and seconded by Cindi Michael to approve the rezoning request for 2675 Summers Street from City GC (General Commercial) to City CBD (Central Business District) Vote: 3-0. Yeas: Joshua Logelin, Cindi Michael and Don Bergwall. Staff Recommendation: Darryl Simmons, Zoning Administrator, made recommendation to approve the request to rezone the property from City GC to City CBD.

See comments under Agenda Item X-B

Motion by Councilmember Blinkhorn to approve the Ordinance granting a rezoning request for property located at 2675 Summers Street, as presented, seconded by Councilmember Eaton.

7:08 PM Floor Opened for Public Comments

No public comments.

7:09 PM Floor Closed to Public Comments

Business owner David Butler responded to a question by Councilmember Ferris – his property is next door and is zoned CBD. Pawn shops are not allowed in CBD and as an existing business, he is grandfathered. Mr. Butler confirmed if they moved their business, relocation would depend on the zoning for a specific area, and because he was already grandfathered he would not be affected unless he was forced to move. Mr. Butler said the property owner is threatening to sell. Zoning Administrator Darryl Simmons replied certain zoning districts will be identified and discussed with Mr. Butler and he will be the main contact person at City Hall. We value our businesses and will work with Mr. Butler.

Vote taken on the motion to approve was unanimous, 5-0. Motion carried.

XI. CONSENT AGENDA

- A. Approval of the November 5, 2018 Mayor and City Council meeting minutes.
- B. Approval of the 2019 Mayor and City Council meeting schedule.
- C. Approval of **RESOLUTION NO. 2018-47, 2018** to ratify the certified election results of the November 6, 2018 Kennesaw special election on a referendum to allow the citizens of the City of Kennesaw, Georgia to vote on whether Kennesaw is authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M. and authorizing subsequent sales.
- D. Authorization to use prior year funds (\$12,960) to pay for Body Cameras which were ordered prior to the end of FY 2018 and \$6,575.12 to pay for an evidence storage locker. As of October 01, 2018 we have not received the cameras or

CITY OF KENNESAW
Minutes 11/19/18

5

evidence locker due to a delay in production. The cameras and evidence locker were budgeted for in the FY 2018 budget. The Police Chief recommends approval. Funding Lines: 100.0000.39.4000 (move funds \$19535.12 from); 100.3200.53.1601 (move funds \$6480 into); 100.3200.53.1181 (move funds \$6575.12 into); 100.1535.52.4500 (move funds \$2990.00 into); 100.1535.52.4200 (move funds \$3490.00 into).

- E. Approval of request from Triple Threat Productions to close Ben King Road for TV show filming. Triple Threat Productions requests to close a small portion of Ben King Road, between Kings Drive and the Gateway Church entrance drive. Road closure is requested on Monday, November 26, 2018 from 6:30 to 9:30 pm. The production company requests the road closure to ensure safety for the crew and participants of the filming. City Manager's Office recommends approval.

- F. Approval of the new parade route for the Day With Santa event on December 1st. After speaking with the Police Department, along with Parks and Recreation, it was decided that the current approved route for the Santa Day Parade was not safe. Also, the current route was confusing to the public. The current approved route was: Main St., form Park Dr. to Summer St. roads closed at Main St. include Park Dr., Lewis St., Dallas St., Whitfield Pl., Moon Station Rd., J.O. Stephenson Ave., Watts Dr., Cemetery St. and Summer St. form Main St. to School Dr. and from School Dr. to Keen St. The new proposed route will start at Adams Park; left on Watts Dr., left on Main St. (headed north); and to Park St. and a left on Park St. (back into Adams Park). Road closures are as followed: Park Dr., Dallas St., Whitfield Pl., Moon Station Rd., J.O. Stephenson Ave., and Watts Dr. Parks and Recreation Director recommends approval.

Motion by Councilmember Eaton to approve Consent Agenda engross, seconded by Councilmember Viars. Vote taken, approved unanimously, 5-0. Motion carried.

- XII. PUBLIC SAFETY
BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

No items.

- XIII. INFORMATION TECHNOLOGY
RICK ARNOLD, Co-Director
JOSHUA GUERRERO, Co-Director

No items.

- XIV. PUBLIC WORKS
WAYNE McGARY, Acting Director

No items.

- XV. RECREATION AND CULTURE
RICHARD BANZ, Museum and Agency Director
DOUG TAYLOR, Parks and Recreation Director
ANN PARSONS, Smith-Gilbert Gardens Director

No items.

CITY OF KENNESAW
Minutes 11/19/18

6

XVI. COMMUNITY DEVELOPMENT
ROBERT FOX, Economic Development Director
DARRYL SIMMONS, Zoning Administrator
SCOTT BANKS, Building Official

- A. Central Business District project approval application submitted Sanctuary Development LLC. for properties located at Keene Street. Project comprised of +/- 7.5 acres and will propose mixed use development that will include retail, townhomes, mercantile, offices and breweries. CBD project approval requires review and approval by the Kennesaw Downtown Development Authority (KDDA), Historic Preservation Commission (HPC) and Mayor and Council. The HPC met on met on October 16, 2018 so that that the applicant and give a presentation and answer questions. The HPC was not required to take action at that meeting. The application was presented to HPC at a special called meeting November 12, 2018 for review of the project and recommendations. The HPC approved the concept with conditions, as follows: 1) Follow Historic Design Standards specifically Ch. 4 and 5; 2) Applicant to submit for review architectural design updates at 25%, 50%, 75% and 100% design completion to the HPC for approval including any substantial changes; 3) Applicant to submit landscaping plan to HPC for approval; 4) Provide special protection to the City cemetery through site design and enhancements; and 5) Incorporate documentation for installation of monuments, wayfinding signage identifying the Martha Moore School site and building. Vote: 4-0. The KDDA reviewed the business plan on November 13, 2018 and recommended approval of the concept. Vote: 5-0. Staff Recommendations: Zoning Administrator recommends approval incorporating all conditions by the HPC.

Zoning Administrator Darryl Simmons noted Sanctuary Development LLC has prepared a business plan and the applicant received a demolition permit via the HPC for the Martha Moore school. Mr. Simmons referenced the Comprehensive Plan for the Central Business District (CBD) that promotes a dynamic downtown and to raise architectural improvements. A breakdown of the proposed composition of the overall project was presented that will include a beer garden, offices, brewery, residential. The following HPC conditions were read into the record as follows: 1) Follow Historic Design Standards specifically Ch. 4 and 5; 2) Applicant to submit for review architectural design updates at 25%, 50%, 75% and 100% design completion to the HPC for approval including any substantial changes; 3) Applicant to submit landscaping plan to HPC for approval; 4) Provide special protection to the City cemetery through site design and enhancements; and 5) Incorporate documentation for installation of monuments, wayfinding signage identifying the Martha Moore School site and building. It is not one-and-done which makes the design fluid before final approval.

Motion by Councilmember Henderson to approve the Central Business District project application submitted Sanctuary Development LLC. for properties located at Keene Street as conditioned, seconded by Councilmember Viars.

Councilmember Ferris confirmed for the record the revised business plan, specifically Item 7, states condo residential will range from 1,120 sq ft to 2,800 sq ft and that School

CITY OF KENNESAW
Minutes 11/19/18

7

Street will be a publically dedicated road. Mr. Ferris wants an additional condition added to address the rear ingress/egress for the four nearby businesses. Mr. Simmons responded that ingress/egress is mandatory.

CHAD HOWIE (Developer): There have been many amendments since the original application and a lot of time has been spent working with staff on these changes. School Street will remain public, but the road will be realigned. Traffic flow behind the four nearby businesses will be available. The existing ingress/egress will remain, but it will be private. He will provide a private easement to these Summer Street properties which can be passed along if the property is sold. It is not needed for the fourth Summer Street property.

Motion by Councilmember Ferris to add additional conditions for approval (for a total of seven), as follows: 1) Amend the business plan to reflect condo sizes from 1,120 sq ft to 2,800 sq ft; and 2) maintain the realigned School Street as a public road and provide a private access road with a perpetual easement for 2715, 2721 and 2731 Summer Street, subject to Fire Marshall approval, amendment seconded by Councilmember Viars.

Councilmember Blinkhorn asked if this was agreeable to Ms. Swales and she replied as long as the developer is responsible to maintain the road. Mr. Howie confirmed. Ms. Swales asked about easements for parking and Mr. Howie said it would be based on the Fire Marshall's determination but it is unlikely parking on this easement would be allowed. Ms. Swales said she understood.

Vote taken on the motion to amend the original motion with two additional conditions (as stated above). Approved unanimously, 5-0. Motion carried.

Motion by Councilmember Blinkhorn to approve the Central Business District project approval application submitted Sanctuary Development LLC. for properties located at Keene Street with seven conditions as stated, seconded by Councilmember Eaton. Vote taken, approved unanimously 5-0. Motion carried.

- B. Central Business Project concept approval application submitted by Core Property Capital for assemblage of parcels totaling +/- 15 acres that will include a mixed use concept containing apartments, retail, restaurants and townhomes in two phases. Central Business project approval projects require review and approval from the Kennesaw Downtown Development Authority (KDDA), Historic Preservation Commission (HPC) and Mayor and Council. The application was reviewed as a presentation by the HPC on October 16, 2018 with no action required. The application was reviewed again by the HPC at a special called meeting November 12, 2018 and a special called KDDA meeting November 13, 2018. The HPC recommended approval of the concept with the following conditions: 1) Follow new construction standards in Historic District Standards, Ch. 4 and 5; 2) Applicant to submit for review architectural design updates at 25%, 50%, 75% and 100% design completion to the HPC for approval including any substantial changes; 3) Applicant to submit landscaping plan to HPC for approval; 4) All future parcels added to this project will focus and address parking, signage, monuments and greenspace/park area; 5) Applicant will take special considerations to building scale as it relates to the adjacent historic structures; and 6) Architectural design

CITY OF KENNESAW
Minutes 11/19/18

8

REVISION

DATE

MINOR PLAT FOR:
ARRIS KENNESAW, LLC
LOCATED IN LAND LOTS 138, 166 & 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
APRIL 2, 2024

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Canton, Georgia 30114

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DRAWN BY: ZRW
CHECKED BY: JRG

PROJECT NO. 18121

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Date	Time	Location	Weather	Temperature	Humidity	Wind Speed	Wind Direction	Cloud Cover	Visibility	Pressure	Rainfall	Sunrise	Sunset	Moon Phase	Moon Position	Moon Illumination	Moon Age	Moon Distance	Moon Size	Moon Color	Moon Shape	Moon Texture	Moon Sound	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel	Moon Sight	Moon Touch	Moon Smell	Moon Taste	Moon Feel
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will be cohesive with the adjacent new development located on the Martha Moore site and existing properties. Vote: 4-0. The KDDA reviewed the business plan on November 13, 2018 and recommended approval of the concept. Vote: 5-0. Staff Recommendations: Zoning Administrator recommends approval incorporating all conditions by the HPC.

Zoning Administrator Darryl Simmons reported this project will be developed in two phases. Phase I will have 288 Class A apartments and 15,000 sq ft of commercial space; Phase II will have 110 Class A apartments and a minimum of 20,000 sq ft commercial space. Mr. Simmons read the following HPC conditions for the record, as follows: 1) Follow new construction standards in Historic District Standards, Ch. 4 and 5; 2) Applicant to submit for review architectural design updates at 25%, 50%, 75% and 100% design completion to the HPC for approval including any substantial changes; 3) Applicant to submit landscaping plan to HPC for approval; 4) All future parcels added to this project will focus and address parking, signage, monuments and greenspace/park area; 5) Applicant will take special considerations to building scale as it relates to the adjacent historic structures; and 6) Architectural design will be cohesive with the adjacent new development located on the Martha Moore site and existing properties.

Developer Chad Howie presented a video concept for the completed project. He also thanked Andrew Bramlett for his historic research on the Martha Moore school.

Motion by Councilmember Blinkhorn to approve the Central Business Project concept approval application submitted by Core Property Capital for assemblage of parcels totaling +/- 15 acres with six conditions as stated, seconded by Councilmember Eaton.

Motion by Councilmember Blinkhorn to approve the Central Business Project concept approval application submitted by Core Property Capital for assemblage of parcels totaling +/- 15 acres with six conditions as stated, seconded by Councilmember Eaton.

H. Park Lammert noted they will be looking for areas along Highway 41 that can serve as pocket parks and other options outside of residential unit uses.

Vote taken on the motion was unanimous, 5-0. Motion carried.

A. Consideration for approval of an Alcohol License for Beer, Wine and Sunday Sales for Caspian, LLC d/b/a Caspian Grill located at 1735 Tuscan Heights Boulevard, Suite 110, Kennesaw, GA 30152. Applicant: Ashkan Famili. The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application and background check results are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quite enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. Finance Director recommends approval. Funding Line: 100.0000.32.1100 Application Fee \$350.00.

CITY OF KENNESAW
Minutes 11/19/18

Motion by Councilmember Viars to approve the alcohol license for beer, wine and Sunday sales for Caspian, LLC by applicant Ashkan Famili, seconded by Councilmember Henderson. Vote taken, approved unanimously, 5-0. Motion carried.

8:14 PM Floor Open for Public Comments

8:15 PM Floor Closed for Public Comments

XX. 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, Committees, Authority or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve committees, as deemed necessary.

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No items.

Mayor Easterling shared the award from Cobb Travel and Tourism that was presented to the City last week for "Event of the Year" based on our Grand Prix Series. He also received three emails/letters recently thanking Public Works for everything they do. These will be forwarded to Acting Public Works Director Wayne McGary to share with his staff. Good job!!

Mayor Protem David Blinkhorn is very thankful for our volunteers such as Art & Culture and the Cub Scouts. We really do need more volunteers!

CITY OF KENNESAW 10

Councilmember Pat Ferris wished everyone a glorious Thanksgiving.

Councilmember Chris Henderson had brunch at Summertime recently and they were raving about the new sidewalks. Happy turkey day!

XXII. EXECUTIVE SESSION –Land, Legal, Personnel

- XXIII. ADJOURN

Debra Taylor
Debra Taylor, City Clerk

11

DATE	REVISION

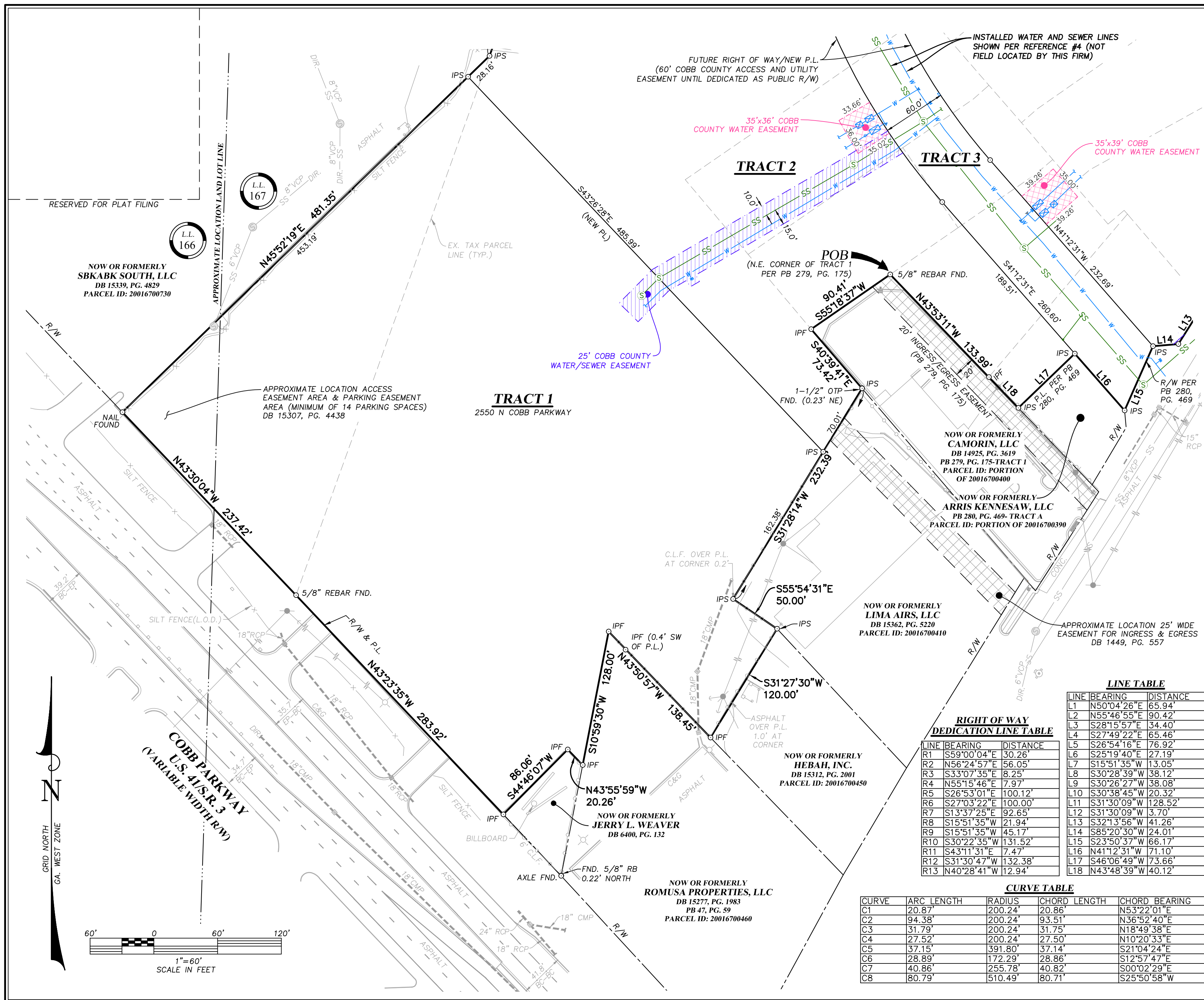
MINOR PLAT FOR:
ARRIS KENNESAW, LLC
LOCATED IN LAND LOTS 138, 166 & 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
APRIL 2, 2024

Georgia LSF 001033 - Gunnin Land Surveying, LLC



PROJECT NO. 18121

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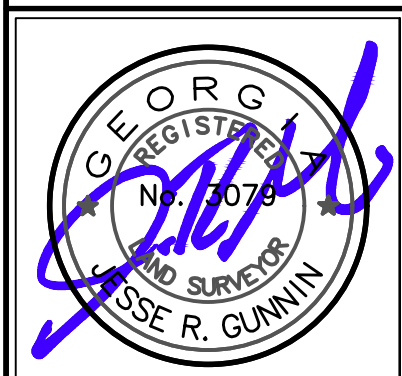


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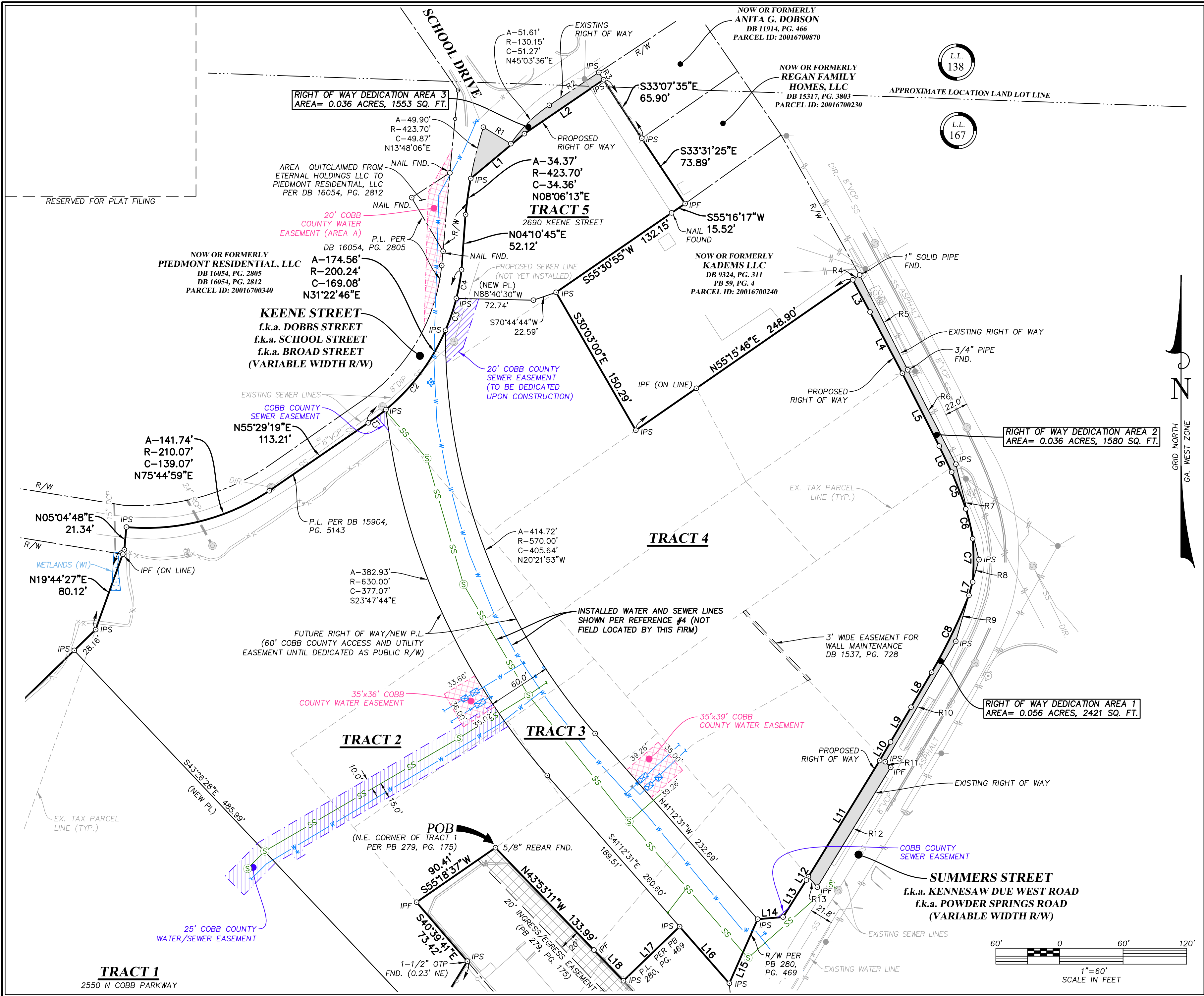
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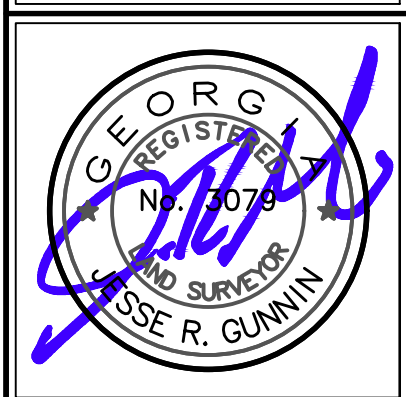
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SHEET	OF
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Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: May 6, 2024
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 6, 2024

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None