

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk, MMC
Debra Taylor



Council
Mayor Pro-Tem, Chris Henderson
James Eaton
Tracey Viars
Pat Ferris
David Blinkhorn

**City Council
Meeting Agenda
August 19, 2019 6:30 PM
Council Chambers**

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

IV. ANNOUNCEMENTS

V. PRESENTATIONS

- A. Presentation of a Proclamation to Ashley Johnson, American Payroll Association representative declaring September 2-6, 2019 as National Payroll Week in the City of Kennesaw and to recognize our own Payroll Administrator Leean Keanum.

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. COMMITTEE AND BOARD REPORTS

X. PUBLIC HEARING(S)

Swearing-in of any witnesses or individuals offering comments on any of the following items.

- A. Consideration to approve an encroachment variance request for property along Pine Mountain Road and Wellcrest Drive submitted by Beazer Gain, LLC. Properties identified as Land Lot 165, Tax Parcels 5, 66, 75 and 4. Applicant is seeking a variance for the encroachment into the City's 50' stream buffer of Butler Creek for the development of proposed road that will provide access for proposed 83 single-family homes. Application was advertised in the Marietta Daily Journal on July 19th and 26th. Property was legally posted on July 22, 2019. The Planning Commission held a meeting on August 07, 2019, made recommendation to postpone the matter to the September hearing cycle of the Planning Commission (September 4, 2019) and Mayor and Council (September

16, 2019. Vote 3-0. STAFF RECOMMENDATION: Based on Planning Commission determination to postpone, Mr. Simmons recommends the postponement to September 04, 2019 Planning Commission and September 16, 2019 Mayor and Council hearing dates.

- B. Final Public Hearing on the proposed RESOLUTION to adopt the Maintenance and Operation (M&O) Millage Rate and the Bond Millage Rate.

The City of Kennesaw is proposing a millage rate of 8.0 mills for M&O and 1.5 for the Bond which is the same as last year. The Bond millage rate is levied to fund the debt service on the \$15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings and the Current 2019 Tax Digest and 5 Year History of Levy were properly advertised in the Marietta Daily Journal on August 5, 2019 in accordance with O.C.G.A. Section 48-5-32. The second display was published in the Marietta Daily Journal on August 12, 2019. The first public meeting was held August 12, 2019 at 6:00 p.m. and the second public hearing was held August 19, 2019 at 10:30 a.m. Finance Director recommends approval.

XI. CONSENT AGENDA

- A. Approval of the August 5, 2019 Mayor and City Council meeting minutes.

- B. Approval of RESOLUTION to update portions of the Kennesaw Master Fee Schedule to reflect changes by departments.

Staff recommends updates to the Master Fee Schedule to reflect the addition of small cell charges in accordance with House Bill 184; updated fees for cremations and memorial trees; large group fees for student groups touring the Museum and deleting old references; addition of a convenience fee for paying property taxes with a credit card; and minor grammatical corrections. The City Clerk recommends approval.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, CO-IT Director
JOSHUA GUERRERO, CO-IT Director

XV. PUBLIC WORKS

RICKY STEWART, Public Works Director
ROBBIE BALENGER, Facilities Manager

XVI. RECREATION AND CULTURE

RICHARD BANZ, Museum Director
STEVE ROBERTS, Parks and Recreation Director
ANN PARSONS, Smith-Gilbert Gardens Director

- A. Authorize a RESOLUTION to approve the bid and award contract for the Inclusive Playground at Swift-Cantrell Park.

A Request for Proposals was advertised in the Marietta Daily Journal for the enhancement of the Swift-Cantrell playground to make the 18,500 square foot accessible and add new features for inclusion of all kids. Six proposals were received and opened on June 5, 2019. Bids ranged from \$394,000 to \$494,000. Based on the evaluation of the committee, the research of each company and proposal, the Recreation Director recommends award of the contract to Playground Creations for the price of \$449,993.25 and for the Mayor to sign the attached resolution and contract pending legal review.

310.4228.54.149400.00000 SPLOST 2016 PARK IMPROVEMENTS

XVII. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director
DARRYL SIMMONS, Zoning Administrator
SCOTT BANKS, Building Official

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XIX. CITY MANAGER'S REPORT (Jeff Drobney)

- A. City Manager reports, discussions and updates.

XX. MAYOR'S REPORT

- A. Mayoral and City Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor and/or City Council to any Board, Committee, Authority or Commission requiring an appointment to fill any vacancy, resignation, and to create or dissolve committees, as deemed necessary.

XXI. COUNCIL COMMENTS

XXII. EXECUTIVE SESSION - Land, Legal, Personnel

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

XXIII. ADJOURN



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Presentation of a Proclamation to Ashley Johnson, American Payroll Association representative declaring September 2-6, 2019 as National Payroll Week in the City of Kennesaw and to recognize our own Payroll Administrator Leean Keanum.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	8/13/2019	Presentation



PROCLAMATION

*Declaring September 2- September 6, 2019
as National Payroll Week*

WHEREAS, the American Payroll Association and its more than 21,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Kennesaw, GA play a key role in maintaining the economic health of Kennesaw, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$2.2 trillion annually complying with a myriad of federal, state and local wage tax laws; and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses.

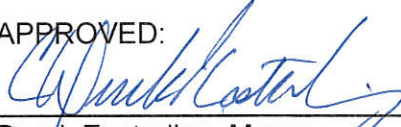
NOW THEREFORE the City of Kennesaw Mayor and Council do hereby proclaim the week of September 2 - September 6, 2019, in which Labor Day falls, as **National Payroll Week** and to recognize the efforts of Kennesaw's Leean Keanum and the payroll profession.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Kennesaw, Georgia, to be affixed this 19th day of August, 2019.

ATTEST:


Debra Taylor, City Clerk

APPROVED:


Derek Easterling, Mayor



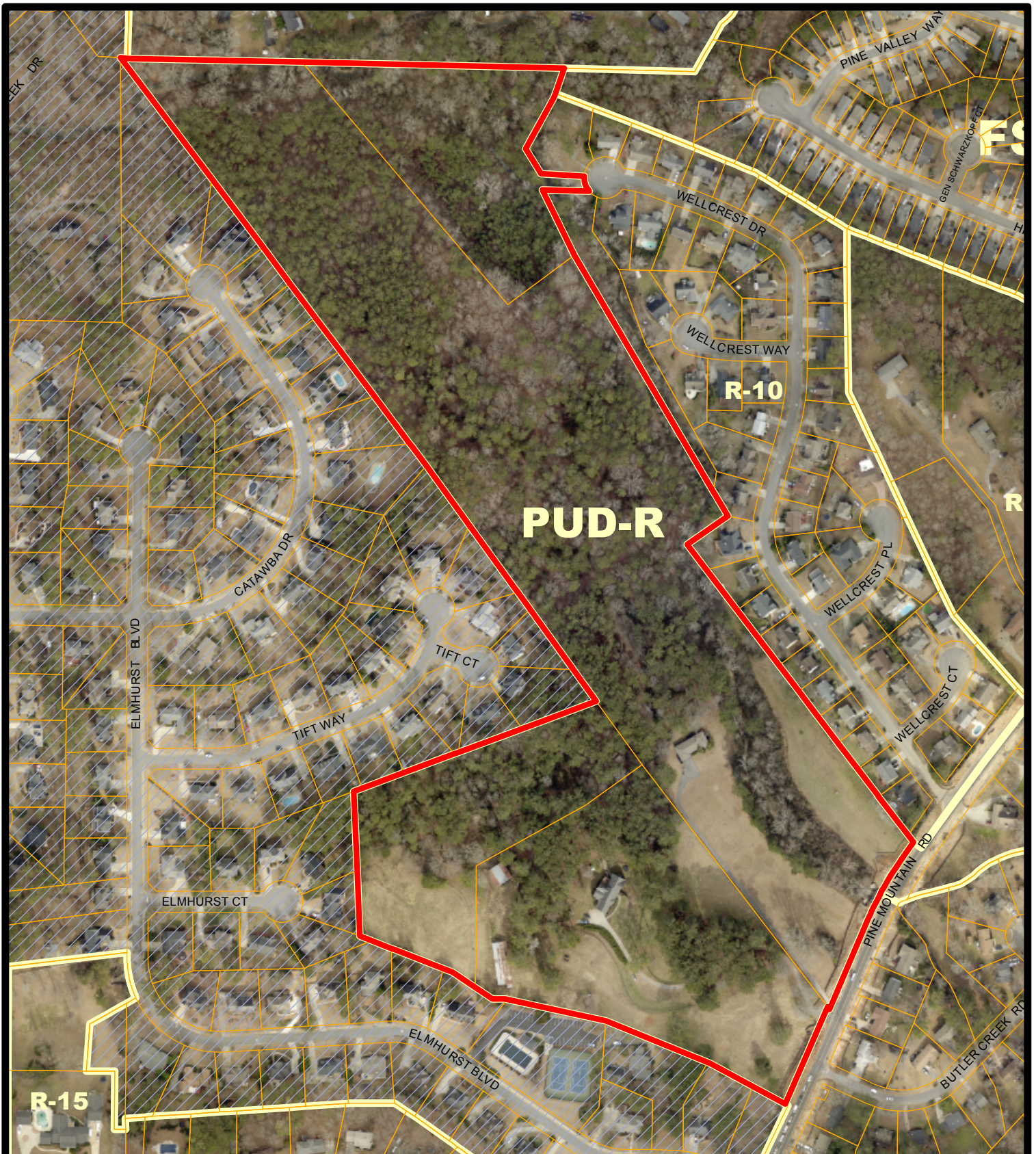
**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**


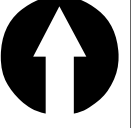





Title of Item:	Consideration to approve an encroachment variance request for property along Pine Mountain Road and Wellcrest Drive submitted by Beazer Gain, LLC.
Agenda Comments:	Properties identified as Land Lot 165, Tax Parcels 5, 66, 75 and 4. Applicant is seeking a variance for the encroachment into the City's 50' stream buffer of Butler Creek for the development of proposed road that will provide access for proposed 83 single-family homes. Application was advertised in the Marietta Daily Journal on July 19th and 26th. Property was legally posted on July 22, 2019. The Planning Commission held a meeting on August 07, 2019, made recommendation to postpone the matter to the September hearing cycle of the Planning Commission (September 4, 2019) and Mayor and Council (September 16, 2019. Vote 3-0. STAFF RECOMMENDATION: Based on Planning Commission determination to postpone, Mr. Simmons recommends the postponement to September 04, 2019 Planning Commission and September 16, 2019 Mayor and Council hearing dates.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Aerial Photo - Pine Mountain Road and Wellcrest Dr.	8/7/2019	Backup Material
Limited Staff Analysis - Pine Mountain Road	8/8/2019	Backup Material
Draft Meeting Summary 8.7.19	8/8/2019	Backup Material
Variance Application - Pine Mountain Road	7/10/2019	Backup Material

Pine Mountain Buffer survey plat	8/7/2019	Backup Material
EPA - request for variance, 6.4.19	8/8/2019	Backup Material
2018-01-2018 Rezoning Ordinance	8/8/2019	Backup Material
1.16.18 MC Minutes	8/8/2019	Minutes
Pine Mountain - Variance Survey	7/10/2019	Backup Material
Pine Mountain lot layout plan	7/10/2019	Backup Material
Quick Claim Deeds -	7/10/2019	Backup Material
MDJ Legal 7.19.19	8/7/2019	Backup Material
MDJ Legal 7.26.19	8/7/2019	Backup Material



LAND CASES		LAND USE OR ZONING		4003,4005, & 666 Pine Mtn Rd Land Lot 165, Tax Parcels 66, 5, 75, & 4  Subject Properties		
		FROM	TO			
AV	LU					 CITY OF KENNESAW PLANNING & ZONING DEPT. 770-590-8268 <i>Debra Easterting</i> MAYOR <i>Dolores Taylor</i> CITY CLERK
AX	RZ					
DX	AV – Administrative Variance		ZONING			
HBR	AX – Annexation		KENNESAW CITY LIMITS			
SLUP	DX – De-annexation		COBB COUNTY			
	HBR – Historic Board Review		LAND LOT			
	LU – Land Use					
	RZ – Re-zoning					
	SLUP – Special Land Use					
	ZV – Variance					
ZV 2019-003						

Scale: 1" = 314'

Print Date: 8/7/2019

ZV2019_03_Aerial_ap



APPLICANT: Beazer Gain, LLC CASE NO: ZV2019-02
PRESENT ZONING: City PUD-R with stipulations

Land Lot 165 Tax Parcels 5, 66, 75 and 5
4003, 4005, 666 Pine Mountain Road and Wellcrest Drive

DRAINAGE COMMENTS

Site Visitation: No ___ Yes ___ (date ___) Signature _____

(A) FLOOD HAZARD: ☐ YES ☐ NO ☐ POSSIBLY, NOT VERIFIED

(B) DRAINAGE BASIN: _____ FLOOD HAZARD INFORMATION

1. ___ FEMA Designated 100 year Floodplain Flood
2. ___ Flood Damage Prevention Ordinance DESIGNATED FLOOD HAZARD
3. ___ Project subject to the Cobb County Flood Damage Prevention Ordinance Requirements
4. ___ Dam Breach Zone from (upstream) (onsite) lake – need to keep residential buildings out of hazard

(C) WETLANDS: ☐ YES ☐ NO ☐ POSSIBLY, NOT VERIFIED

Location: _____

☐ The Owner/Developer is responsible for obtaining any required wetland permits from the U.S. Army Corps of Engineer.

(D) STREAMBANK BUFFER ZONE: ☐ YES ☐ NO APPLICABLE ☐ YES ☐ NO

1. ___ Metropolitan River Protection Area (within 2000' of Chattahoochee River) Arc (review 35' undisturbed buffer each side of waterway).
2. ___ Chattahoochee River Corridor Tributary Area – County review (___ undisturbed buffer each side).
3. ___ Georgia Erosion-Sediment Control Law and County Ordinance-County review/State review.
4. ___ Georgia DNR Variance may be required to work in 25-foot stream bank buffers.
5. ___ City Buffer Ordinance: 75' each side of creek measure from the point of wrested vegetation.

SPECIAL SITE CONDITIONS

ADDITIONAL COMMENTS/SUGGESTIONS

Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department Code. This will be resolved in the Plan Review Process.



APPLICANT: Beazer Gain, LLC CASE NO: ZV2019-02
PRESENT ZONING: City PUD-R with stipulations

Land Lot 165 Tax Parcels 5, 66, 75 and 5
4003, 4005, 666 Pine Mountain Road and Wellcrest Drive

Developer will be responsible for connecting to the existing County water and sewer systems, installing and/or upgrading all outfalls and water mains and obtaining on and/or off site easements, dedication of on and/or off site water and sewer to Cobb County, as may be required. Rezoning does not guarantee water/sewer availability/capacity unless so stated in writing by the Cobb County Water System. Permit issuances subject to continued treatment plant compliance with EPD discharge requirements.

Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

PLANNING/ZONING COMMENTS

Property History

ZV2019-02 Consideration to approve the requested variance for the encroachment into the City's 75' and 50' stream buffer of Butler Creek for the development and construction of 83 single-family homes. (Mayor and Council 08-19-19)

The properties were annexed and rezoned under Ordinance 2018-02 and 2018-01 and 03 in January 2018 with stipulations as noted within the ordinances. (PUD-R)

Site Visitation: No___ Yes ___ (date _____) Signature _____

STAFF MEMBER RESPONSIBLE: Darryl Simmons

LAND USE PLAN RECOMMENDATION: NA

PROPOSED NUMBER OF UNITS___83___OVERALL DENSITY:_____Units/Acre

PRESENT ZONING WOULD ALLOW___83___UNITS INCREASE OF:___)___Units/Lots

HISTORIC PRESERVATION: Not applicable

CEMETERY PRESERVATION No cemeteries on site



APPLICANT: Beazer Gain, LLC CASE NO: ZV2019-02
PRESENT ZONING: City PUD-R with stipulations

Land Lot 165 Tax Parcels 5, 66, 75 and 5
4003, 4005, 666 Pine Mountain Road and Wellcrest Drive

ZONING ADMINISTRATOR'S RECOMMENDATIONS/BASIS FOR RECOMMENDATION

Planning and zoning department recommends approval of the variance for the encroachment into the city's fifty foot buffer the construction of the road. Applicant obtained State of Georgia approval to encroach into State 25 foot buffer. Planning and zoning staff stipulations are as follows:

1. Applicant to minimize storm water runoff impacts as much as possible to adjoining residential neighborhoods including properties across Pine Mountain Road.
2. Applicant to meet with representatives of adjoining neighborhoods to ensure communications regarding storm water design, engineering safeguards and provide status of plan review submittals prior to obtaining construction permits. Documentation of meetings to be supplied to Planning and zoning department

City of Kennesaw Public Works Department recommendation still pending due to more details to be supplied to city staff regarding the area of encroachment



Doug Rhodes, Chairman
Cindi Michael, Vice-Chair
Dan Harrison, Don Bergwall
Joshua Logelin,
Keisha Danielle Edwards

Work Session
6:30PM

August 07, 2019

Planning Commission Summary
7:00PM

City Hall Council Chambers

NOTE: Planning Commission serves as an Advisory Board that makes recommendations to the Mayor and Council, which will be heard on August 19, 6:30p.m. unless otherwise noted. Anyone giving comments in the public session are to sign in and note that limitation of 10 minutes per side will be allowed.

I. Call Meeting to Order/Roll Call: ***Present Cindi Michael, Joshua Logelin, Don Bergwall and Dan Harrison. Absent Keisha Edwards and Doug Rhodes.***

II. Approval of minutes: June 05, 2019 ***Motion made by Joshua Logelin and seconded by Don Bergwall to approve the minutes of June 05, 2019 as submitted: Vote: 4-0.***

III. Public Hearing:

- **ZV2019-02 Variance** Consideration to approve a variance request submitted by Beazer Gain, LLC for property located at 4003, 4005, 666 Pine Mountain Road. Said request for the encroachment into the City's 75' and 50' stream buffer of Butler Creek for the development and construction of 83 single-family homes. ***(Mayor and Council 08-19-19). Don Bergwall, seconded by Joshua Logelin to postpone this matter to September 04, 2019 and to gather more information and documentations about the Stormwater management and explanation about the requested variance, made motion. Vote: 3-0.***

IV. Staff Comments – Darryl Simmons

V. Adjournment

The next scheduled meeting of the Kennesaw Planning Commission
September 04, 2019 at 7:00pm





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

Date Received 6.26.19
Staff Initials dlw

VARIANCE
Required Fee \$375.00

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

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

(Applicant or agent must be present at all public hearings)

PURPOSE OF VARIANCE REQUEST

For the encroachment into the City's 75' and 50' stream buffer of Butler Creek for the development and construction of 83 single family homes.

VARIANCE PROPERTY ADDRESS 4003,4005,666 Pine Mountain Rd, Kennesaw GA 30152

Land Lot 165 Tax Parcel 20016500050, 20016500660, 20016500750, 20016500040
Lot Size ~0.2 Ac Present Zoning PUD-R

APPLICANT Beazer Gain, LLC

APPLICANT EMAIL talmon.harber@beazer.com

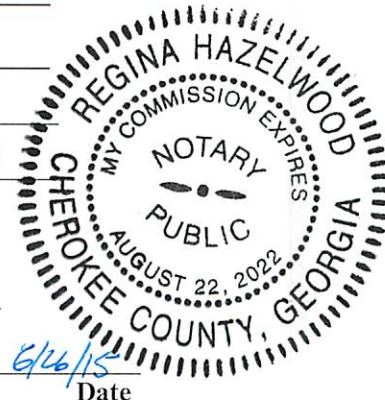
Applicant address 6455 Shiloh Rd Suite A, Alpharetta GA 30005

(Home#) _____ (Fax#) _____ (Work#) 770-781-0610

(Cell#) _____

Applicant Signature

Talmon E. Harber VP OF LAND
Signed, sealed and delivered in presence of: [Signature]
Notary

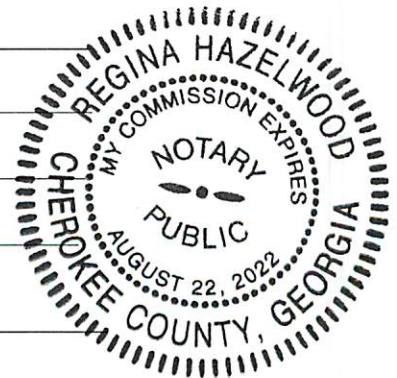


REPRESENTATIVE Talmon E. Harber, V.P. of Land Development

(Fax #) _____ (Work#) 770-781-0610 (Cell#) _____

Representative Signature

Talmon E. Harber VP OF LAND
Signed, sealed and delivered in presence of: [Signature]
Notary



TITLEHOLDER: _____ Telephone: _____

Signature: _____ Address: _____

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



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

CAMPAIGN CONTRIBUTIONS

The Owner and Petitioner herein certify that they **have** ☐ **have not** ☒ made campaign contributions or gifts within two (2) years immediately preceding the filing of this application, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts to a member or members of the Mayor and Council or Planning Commission who will consider the application.

FINANCIAL INTEREST

The undersigned Petitioner herein certifies that, to the best of their knowledge, information, and belief, the Mayor, any member of the Planning Commission **does** ☐ **does not** ☒:

- 1) Have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property;
- 2) Have a financial interest (direct ownership interest of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property; and
- 3) Have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above.

The undersigned Petitioner: _____

Applicant/Petitioner means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

Owner/Applicant Certification

- The Owner/Petitioner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Petitioner's knowledge and belief. Should any portion not be true then the application may be rejected.
- Penalty for false or fraudulent statement: Whoever, in any matter, knowingly and willingly falsifies or makes any false, fictitious or fraudulent statement of representatives concerning this application shall be denied the request stated in this application.
- The Owner/Petitioner hereby grants permission to enter on the property for inspection during the time application is pending.

Applicants Signature

TAMMIE E. HARPER, JR.
VP OF LAND

Signed, sealed and delivered in presence of:

TREE / SITE DENSITY FACTOR (TDF / RDF)

TOTAL SITE AREA: 1,000,000 SQ. FT. (22.0 AC)
 EXISTING AND PROPOSED UTILITY EASEMENTS:
 177,000 SQ. FT. (4.0 AC)
 FLOOD PLAIN: 100,000 SQ. FT. (2.3 AC)
 TOTAL PROPOSED IMPROVED AREA: 150,000 SQ. FT. (3.4 AC)
 TOTAL PROPOSED IMPROVED AREA: 150,000 SQ. FT. (3.4 AC)
 REQUIRED DENSITY: 150,000 / 1,000,000 = 0.15

EXISTING DENSITY FACTOR (EDF)

TREE TYPE	DBH	BASE VALUE	SPECIES MULTIPLIER
100	10"	1.0	1.0
100	12"	2.0	1.0
100	14"	4.0	1.0
100	16"	8.0	1.0
100	18"	16.0	1.0
100	20"	32.0	1.0
100	22"	64.0	1.0
100	24"	128.0	1.0
100	26"	256.0	1.0
100	28"	512.0	1.0
100	30"	1024.0	1.0

EXISTING DENSITY FACTOR (EDF): 0.00

ADDITIONAL TREE DENSITY FACTOR (ADT / RDF)

(ADT REQUIRED FOR SITE) = (TDF / EDF) * EDF
 NEW TREES = 100 TREES / 0.00 TREES
 * THE SITE REQUIRED NEW TREES AND PROVIDED SEE SHEET 1, 2 FOR PLANT LIST WITH TREE TOTALS

SPECIES TREE RECOMPILE CALCULATION

TREE TYPE DBH BASE VALUE (TDF / EDF) * EDF
 NEW TREES = 100 TREES / 0.00 TREES
 TO BE REPLACED WITH 100% OF CALIFORNIA NATIVE TREES. SEE SHEET 1, 2 FOR SPECIES TREE RECOMPILE PLANT LIST

CITY OF KENNESAW TREE PROTECTION NOTES:

- 1) DEVELOPER SHALL MAINTAIN ALL REASONABLE EFFORTS TO PROTECT REMAINING TREES DURING THE CONSTRUCTION PROCESS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 a) PLACING PROTECTIVE BARRIERS AROUND TREES AND MARKING HIGH AREAS WITH WHITE TAPE AND/OR SIGNS.
 b) NOT DRIVING, EXCAVATING, OR LOCATING UTILITIES WITHIN TREE CRITICAL ZONES.
 c) MAINTAINING THE TREE AS A PERSPECTIVE SURFACE AND NOT REMOVING THE TOP OF THE TREE OR REMOVING BRANCHES.
 d) MAINTAINING THE TREE AS A PERSPECTIVE SURFACE AND NOT REMOVING THE TOP OF THE TREE OR REMOVING BRANCHES.
- 2) TREES OR BRANCHES SHALL BE REMOVED PRIOR TO THE BEGINNING OF A LARGE USE PERMIT FOR ANY OF A LARGE AREA OR DRAINAGE. TREE PROTECTION SHALL CONSIST OF DRAINAGE PERMITS, DRAINAGE EASEMENTS, PLANTING MATERIALS, AND FENCING OR OTHER FENCING MATERIAL. TREE PROTECTION SHALL REMAIN IN PLACE UNTIL THE TREE IS REMOVED OR THE PERMIT IS EXPIRED AND SHALL BE SUBJECT TO INSPECTION BY THE CITY.

NOTE TO OWNERS/DEVELOPER AND CONTRACTORS:

- 1) ALL ADDITIONAL INFORMATION REQUIRED BY CITY OF KENNESAW FOR TREES TO THE TREE SAVE AND REPLACEMENT PLAN IS LOCATED IN SECTION 3 OF LANDSCAPE AND TREE REQUIREMENTS IN THE CITY OF KENNESAW CODE OF ORDINANCES. REFER TO THIS SECTION FOR DETAILS.

GENERAL NOTES:

- 1) SURVEY PROVIDED BY: H&B ENGINEERING, INC.
- 2) SURVEY PROVIDED BY: H&B ENGINEERING, INC.
- 3) ADJUSTED PLANS BY: H&B ENGINEERING, INC.

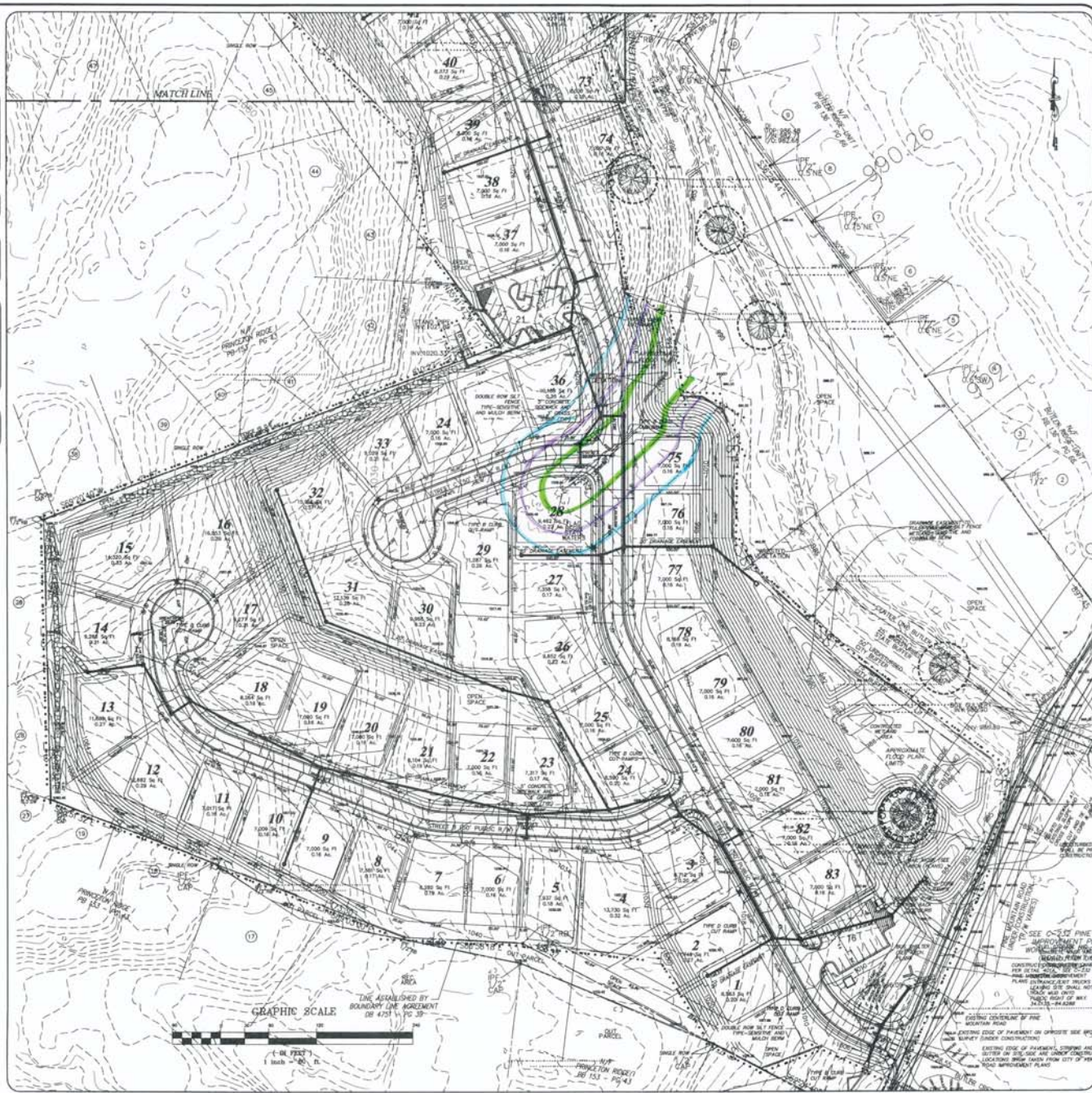


IF YOU DIG GEORGIA...
 CALL US FIRST!
 1-800-282-7411
 404-325-5000
 (METRO ATLANTA ONLY)
 UTILITIES PROTECTION CENTER
 IT'S THE LAW

OWNER/DEVELOPER:
 VENTURE HOMES
 445 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 PHONE: (770) 955-8300

24 HOUR CONTACT
 SEAN RANDALL
 (770) 616-7515

ANY DISTURBED AREA
 LEFT UNPROTECTED FOR A
 PERIOD GREATER THAN
 14 DAYS SHALL BE
 STABILIZED WITH MULCH
 OR TEMPORARY GRASSING



Hdg
 HEAVNER
 DESIGN GROUP
 P.O. BOX 27211
 MARIETTA, GEORGIA 30007
 PHONE: (678) 544-2563

GEORGIA
 REGISTERED
 LANDSCAPE ARCHITECT
 LESTER R. HEAVNER
 No. 140788
 EXPIRATION DATE 12/31/2018

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 REPRODUCTIONS ARE THE
 PROPERTY OF THE DESIGNER
 AND MAY NOT BE REPRODUCED,
 PUBLISHED OR USED IN ANY
 WAY WITHOUT THE WRITTEN
 PERMISSION OF THE LANDSCAPE
 ARCHITECT

PRELIMINARY TREE SAVE PLAN FOR:
 PINE MOUNTAIN PARK
 LAND LOT 165, 20TH DISTRICT
 CITY OF KENNESAW
 COBB COUNTY, GA

ARBORIST PLAN

DATE	REVISION	REVISION / CITY COMMENTS
03/20/18	1	

DRAWING SCALE: 1" = 60'
 DESIGNED BY: LKH
 DRAWN BY: LKH
 CHECKED BY: LKH
 DATE: 06/07/2018
 SHEET

JUN 4 2019

Mr. Talmon Harber
Beazer Homes, LLC
6455 Shiloh Rd.
Suites A & B
Alpharetta, Georgia 30005

RE: Request for Variance under Provisions O.C.G.A. 12-7-6(b)(15)
Proposed Pine Mountain Park
Single-Family Residential Subdivision
City of Kennesaw

Dear Mr. Harber:

The Georgia Environmental Protection Division's Watershed Protection Branch has reviewed your stream buffer variance application for the subject project. The review was conducted to consider the potential impacts of the proposed project's encroachment on State waters within the context of the Georgia Erosion and Sedimentation Act and General Permits for Stormwater Discharges Associated with Construction Activities. This review, and the variance granted herein, is limited to only the request(s) in the stream buffer variance application for permission to conduct land-disturbing activities within 25-foot areas located immediately adjacent to the banks of State waters where vegetation has been wrested by normal stream flow or wave action. To the extent there is a request in the buffer variance application to conduct land-disturbing activities within 25-foot areas located immediately adjacent to State waters where there is no vegetation that has been wrested by normal stream flow or wave action, such request has not been considered, and is not included as a part of the variance granted herein.

Pursuant to DNR Rule 391-3-7-.05(2)(h), authorization is hereby granted to encroach within the 25-foot buffer adjacent to State waters as delineated in your application dated September 14, 2018, and revised December 10, 2018 and March 25, 2019. ***Buffer impacts authorized by this variance must be completed within five years of the date of this approval letter. If the approved buffer impacts cannot be completed prior to the expiration date, a time extension must be requested in writing at least 90 calendar days prior to the expiration date with justifiable cause demonstrated.***

Authorization for the above referenced project is subject to the following conditions:

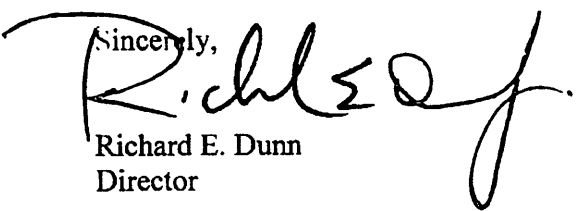
- 1) All graded slopes 3:1 or greater must be hydroseeded and covered with Georgia DOT approved wood fiber matting or coconut fiber matting. If not hydroseeded, Georgia DOT approved matting that has been incorporated with seed and fertilizer must be used. All slopes must be properly protected until a permanent vegetative stand is established;

- 2) The amount of land cleared during construction must be kept to a minimum;
- 3) All disturbed areas must be seeded, fertilized and mulched as soon as the final grade is achieved. Also, these disturbed areas must be protected until permanent vegetation is established;
- 4) A double row of Georgia DOT type "C" silt fence or an approved high performance silt fence must be installed between the land disturbing activities and State waters where appropriate;
- 5) Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by the City of Kennesaw for this project;
- 6) This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by the City of Kennesaw;
- 7) Post-construction stormwater management systems must be maintained to ensure pollutant removal efficiencies for water quality protection; and
- 8) The applicant must purchase an additional 424 stream mitigation credits from a mitigation bank that is within the same 8-digit HUC as the buffer impacts at least 14 days prior to any land disturbance on site. The sales receipt verifying the credit purchase shall be forwarded to EPD by return receipt certified mail (or similar service) by the applicant to document buffer mitigation compliance.

The granting of this approval does not relieve you of any obligation or responsibility for complying with the provisions of any other law or regulations of any federal, local or additional State authority, nor does it obligate any of the aforementioned to permit this project if they do not concur with its concept of development/control. As a delegated "Issuing Authority," the City of Kennesaw is expected to ensure that the stream buffer variance requirements are met for this project and is empowered to be more restrictive in this regard.

If you have questions concerning this letter, please contact Peggy Chambers, Erosion and Sedimentation Control Unit, NonPoint Source Program, at (404) 651-8549.

Sincerely,


Richard E. Dunn
Director

cc: Honorable Derek Easterling-Mayor, City of Kennesaw
Ricky Stewart-City of Kennesaw
Michael Henderson-BH&D Engineering
Bob Kendall-Kendall & Associates
Jeff Durniak-Wildlife Resources Division-Fisheries Region 1
Greg Walker-Georgia Soil and Water Conservation Commission
Mick Smith-EPD-Mountain District Office

File: BV-033-18-10

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-01, 2018

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF
KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT
DESIGNATION FROM COUNTY R-20 TO CITY
PLANNED UNIT DEVELOPMENT (PUD-R) PROPERTIES LOCATED AT
4003, 4005, & 666 PINE MOUNTAIN ROAD
(LAND LOT 165 TAX PARCELS 66, 5, 15)**

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

WHEREAS, Venture Home Inc, made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from COUNTY R-20 to CITY PLANNED UNIT DEVELOPMENT (PUD-R) for property located at 4005 Pine Mountain, 4003 Pine Mountain, and 666 Pine Mountain Road, identified as Land Lot 165 Tax Parcels 66, 5, 15 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on October 13, 2017 and October 20, 2017, and December 15, 2017 and December 22, 2017 of a public hearing before the Kennesaw Planning Commission held on November 1, 2017 December 6, 2017 and January 3, 2018 and the Mayor and Council on November 20, 2017 and December 18, 2017 and January 16, 2018.

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on November 1, 201 and December 6, 2017 and January 3, 2018.

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on November 20, 2017 and December 18, 2017 and January 16, 2018.

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 **COUNTY R-20** to **CITY PLANNED UNIT DEVELOPMENT (PUD-R)** for the following described property:

Legal Description
4005 Pine Mountain Road

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin located at the northwest corner of Land Lot 165, said point being the POINT OF BEGINNING; thence running South 88 Degrees, 59 Minutes, 39 Seconds East for a distance of 421 feet to an iron pin; thence running South 37 Degrees, 36 Minutes, 21 Seconds East for a distance of 790.22 feet to an iron pin; thence running North 52 Degrees, 23 Minutes, 39 Seconds East for a distance of 230 feet to an iron pin; thence running South 27 Degrees, 06 Minutes, 21 Seconds East for a distance of distance of 711 feet to an iron pin; thence running South 52 Degrees, 23 Minutes, 39 Seconds West for a distance of 100 feet to an iron pin; thence running South 35 Degrees, 59 Minutes, 08 Seconds West for a distance of 897.45 feet to an iron pin located on the northwesterly right of way of Pine Mountain Road; thence running along said right of way of Pine Mountain Road South 34 Degrees, 39 Minutes, 51 Seconds West for a distance of 54.07 feet to a point; thence continuing along said right of way South 31 Degrees, 45 Minutes, 25 Seconds West for a distance of 95.63 feet to a point; thence continuing along said right of way South 23 Degrees, 40 Minutes, 25 Seconds West for a distance of 292.53 feet to a point; thence leaving said right of way and running North 36 Degrees, 46 Minutes, 57 Seconds West for distance of 728 feet to a point; thence running North 36 Degrees, 47 Minutes, 42 Seconds West for a distance of 199.99 feet to a point; thence running North 35 Degrees, 12 Minutes, 11 Seconds West for a distance of 1913.66 feet to a point, said point being the POINT OF BEGINNING.

Said Property contains approximately 25.40 acres as shown on that Boundary Survey for Lillian Mullinax Reynolds dated August 31, 1987 by Lee Chadwick, Inc. Land Surveying.

Legal Description
4003 Pine Mountain Road

2.85 +/- acres, Pine Mountain Road
Kennesaw, GA

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District, 2nd Section, Cobb County, Georgia, being +/- 2.85 acres as per plat of survey prepared for Decatur Federal Savings and Loan Association as the property of James C. Childers and Olive G. Childers, dated June 14, 1979 and prepared by Clifton E. Phillips, G.R.L.S. No. 171, which plat is incorporated herein and made a part hereof by reference; said property being known as 4003 Pine Mountain Road, according to the present system of numbering houses in Cobb County, Georgia.

Legal Description
666 Pine Mountain Road

11.05 +/- acres, Pine Mountain Road
Kennesaw, GA

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District 2nd Section, Cobb County, Georgia, being three tracts described as follows:

1. All that tract or parcel of land located in Land Lot 165 of the 20th District, 2nd Section, Cobb County, Georgia being 8.78 acres +/- described in that certain Warranty Deed from Robert S. Wickham and Emily B. Wickham to James C. Childers and Olive G. Childers dated June 3, 1979 and recorded in Deed Book 2032, page 68, Cobb County, Georgia Records and being described and shown on that certain plat of survey prepared for Robert S. Wickham by Thomas E. Williams & Associates, surveyors dated July 3, 1975; and
2. All that tract or parcel of land located in Land Lot 165 of the 20th District, 2nd Section Cobb County, Georgia being 4.88 acres +/- described in that certain Warranty Deed from Robert S. Wickham and Emily B. Wickham to James C. Childers and Olive G. Childers dated August 8, 1985 and recorded in Deed Book 3598, page 350, Cobb County, Georgia Records and being described and shown on that certain plat of survey prepared for James C. Childers and Olive G. Childers, by Roger S. Lee & Associates, surveyors dated June 30, 1985; and
3. All that tract or parcel of land located in Land Lot 165 of the 20th District, 2nd Section, Cobb County, Georgia being 12,815 square feet +/- described in that certain Limited Warranty Deed from Cotton States Properties, Ltd. to James C. Childers and Olive G. Childers dated September 15, 1987 and recorded in Deed Book 4645, page 428, Cobb County, Georgia Records and being described and shown on that certain plat of survey prepared as an "Out Parcel" by Rodenberger & Associates, Inc., dated June 18, 1987.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District, 2nd Section, Cobb County, Georgia, being +/- 2.85 acres, as per plat of survey prepared for Decatur Federal Savings and Loan Association as the property of James C. Childers and Olive G. Childers, dated June 14, 1979 and prepared by Clifton E. Phillips, G.R.L.S. No. 171, which plat is incorporated herein and made a part hereof by reference; said property being known as 4003 Pine Mountain Road, according to the present system of numbering houses in Cobb County, Georgia.

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 **COUNTY R-20 to CITY PLANNED UNIT DEVELOPMENT (PUD-R)** 39.30 +/- acres with stipulations as follows:

1. Applicant seeks a Rezoning and Annexation change for the Subject Property from the existing zoning to the Planned Unit Development ("PUD- R, Conservation Subdivision") zoning category. The proposed Site Plan, was prepared by Vaughn and Melton Consulting Engineers, dated December 14, 2017, and originally filed with the City of Kennesaw ("City") Zoning Office on or about January 3, 2018. A reduced

copy of the Site Plan is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The Subject Property shall be developed for a residential community consisting of a maximum of eighty-three (83) fee simple single family detached homes. The entire site is comprised of 43.94 +/- acres and is planned for a total of 83 homes.
3. Applicant agrees the minimum house size for the homes in the proposed development shall be 2,363 square feet of heated and cooled living space.
4. Homes within the proposed community shall be substantially similar in style and architecture to the elevations attached hereto as Exhibit "B" and similar to the following nine (9) product types: Hampton, Hawthorne, Kingsgate, Laurelwood, Brentwood, Riverton, Cambridge, Princeton and Sterling. These plans will have fully enclosed garages and front elevations shall be in general conformity with the attached elevations. As a general rule, the applicant will use masonry (i.e. brick, stone or stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof as shown in the attached plans. Applicant shall be governed by this general style of product to be constructed on the Property as per Exhibit "B". Side and rear elevations may also utilize masonry (i.e. brick, stone, stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof in keeping with the appropriate style and use of such products on the front elevations.
5. The proposed community shall have public streets; however, Applicant shall have the option of constructing private streets to the applicable Cobb County and City of Kennesaw public streets' construction standards and installing gates if so desired by Applicant in accordance with all City and Cobb County ordinances and regulations. All driveways shall be a minimum of twenty feet (20') in length from the edge of the sidewalk or back of curb to the garage.
6. Applicant agrees to the creation of a mandatory homeowners association ("HOA") to be managed by Applicant or a 3rd party professional HOA management company until such time the HOA is "turned-over" to the homeowners which is typically at 100% buildout. Applicant shall fund any shortfall in the operating budget until such time as the HOA is "turned-over" to the homeowners. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, detention pond(s) and the private streets if so constructed by the Applicant.
7. Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of protective covenants which will contain covenants, rules, and regulations applicable to the proposed community.
8. The HOA covenants shall limit the number of rental units to not exceed 15% of the total number of units in the community or such percentage as approved by the City Council.
9. All homes shall have a minimum of a two (2) car garage. Garages shall be primarily used for the parking of vehicles and shall not be converted to other uses. The applicant shall include this restriction in the covenants to be enforced by the HOA.
10. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, or combinations thereof, with accents architecturally consistent with the proposed homes. The entry monument shall be lit at night for better visibility.

11. Landscaping of the entrance areas as well as the frontage of the proposed community along all public streets, shall be professionally designed and implemented, which shall include the installation of an irrigation system in areas where appropriate. Maintenance of the entrance area and public street frontage at the entrance shall be by the mandatory homeowners association as set forth in the declaration of covenants, easements, and restrictions.
12. Any street lights installed by the appropriate power company within the proposed community shall have down lighting, shall be environmentally sensitive, and shall be as approved by the City Council. Applicant will fund the cost of the first year of street light operations for the community and will stipulate in the HOA covenants that the street light cost within the community will continue to be funded by the HOA on an on-going basis each month following the first year of operations as is the typical standard for new communities in the City.
13. All utilities servicing the residences within the proposed community shall be underground.
14. Applicant agrees the storm water management facilities and system shall be constructed and installed consistent with all requirements of the City and Cobb County.
15. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed community.
16. Applicant agrees to comply with all City and Cobb County development standards and ordinances relating to project improvements.
17. All setbacks shall be as shown on the referenced Site Plan.
18. Applicant agrees to the installation of 5 feet (5') wide interior sidewalks along all interior streets on one side, typically on the opposite side of the water line. In addition, Applicant shall construct a 5 feet (5') wide sidewalk along the Property frontage on Pine Mountain Road.
19. All construction vehicles will be parked on-site on the Property at all times. No construction vehicles shall be parked outside the community or other surrounding streets to the proposed development.
20. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
21. Planned Unit Development–R, Conservation Subdivision development will provide 19.73 acres dedicated to open space and greenspace which will total 44.9% of the total gross acreage of the development.
22. Development to provide 29 additional guests parking spaces located strategically in neighborhood as per adopted City ordinance that required one guest parking space per 0.35 units.
23. Maximum net density for development will be 2.4 dwelling units per acre (Gross acres less flood plain). The Gross Density per this site is 1.89 dwelling units per acre (83 units divided by 43.94 acres). Maximum number of units will be 83 single family detached housing units.
24. Site development standards to be established as follows: front setback 15 feet (15'), side setback 5 feet (5') minimum from property lines, rear setback 15 feet (15'), minimum separation between units 10 feet (10').
25. The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions.

26. Developer will maximize the preservation of mature trees where possible.
27. The Property layout will allow future connectivity to adjoining city park area located in Butler Ridge subdivision.
28. Applicant and developer will provide pre-construction and post construction hydrology studies

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 16th day of January, 2018

ATTEST:



Debra Taylor, City Clerk

CITY OF KENNESAW:



Derek Easterling, Mayor



**MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Tuesday, January 16, 2018
6:30 p.m.**

Present: Mayor Derek Easterling
Mayor Protem David Blinkhorn
Councilmember James Eaton
Councilmember Pat Ferris
Councilmember Chris Henderson
City Clerk Debra Taylor
City Manager Jeff Drobney
City Attorney Randall Bentley

Not present: Yvette Daniel

I. INVOCATION

The invocation was led by City Attorney Randall Bentley.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Grayson Nardone and Nic Guagliardo, as introduced by Mayor Easterling.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

V. PRESENTATIONS

- A. Presentation of a Certificate of Appreciation to the Kennesaw State Sports Management Majors Club in recognition of holding a skateboard fundraising event at Swift-Cantrell Park. The beneficiary was the Swift-Cantrell Park Foundation with the funds to be used to further enhance Swift-Cantrell Park.

Mayor Easterling presented the Certificate of Appreciation to Grayson Nardone and Nic Guagliardo representing the Kennesaw State Sports Management Majors Club in recognition of holding a skateboard fundraising event at Swift-Cantrell Park and raised just over \$2,225 for the Foundation. Skate Park Advisor Ron Stebben was also present. The group received a round of applause from the Mayor, City Council, staff and public.

The agenda was taken out of sequence. At this time, the Mayor and Council entered into Executive Session. See comments and action under Agenda Item XXI.

VI. OLD BUSINESS

No items.

VII. NEW BUSINESS

No items.

VIII. COMMITTEE AND BOARD REPORTS: No items.

[Attorney Randall Bentley swore-in any witnesses or individuals offering comments on the agenda.]

IX. PUBLIC HEARING(S)

[Agenda Items IX-A, B and C were presented concurrently.]

- A. Authorization for approval of an **ORDINANCE NO. 2018-01, 2018** granting a rezoning request submitted by Venture Homes, Inc. properties identified as 4005 Pine Mountain, 4003 Pine Mountain and 666 Pine Mountain Road. Applicant seeking to annex and rezone three parcels along Pine Mountain Road from County R-20 to City PUD-R Conservation Subdivision for purpose of single-family residential community. Properties consist of 39.09+/- acres and lying in Land Lot 165, Tax Parcels 5, 66 and 75 of the 20th District, 2nd Section Cobb County Georgia. In 2015, 4005 Pine Mountain Road requested annexation and rezoning, which was withdrawn. Application was advertised in the Marietta Daily Journal on December 15, 22, 2017. Property was legally posted on December 19, 2017. Planning Commission at a meeting on January 3, 2017 made motion to recommend approval of the rezoning from City R-10 to City PUD-R with stipulations as follows: (1) Planned Unit Development – Conservation Subdivision development will provide 19.73 acres dedicated to open space and greenspace which will total 44.9% of the total gross acreage of the development; (2) Development to provide 29 additional guests parking spaces located strategically in neighborhood as per our adopted ordinance that required 1 guest parking space per .35 units; (3) Each lot to provide a minimum twenty-foot-long driveway located behind sidewalk or back of curb as applicable; (4) Maximum net density for development will be 2.4 dwelling units per acre. Maximum number of units will be 83 single family detached housing units; (5) Site development standards to be established as follows: front setback 15 ft, side setback 5ft minimum from property lines, rear setback 15 feet, minimum separation between units 10ft; (6) Architectural design and materials will be similar to elevations and plans of nine product types submitted by the applicant that identify the following product types: Hampton, Hawthorne, Kingsgate, Laurelwood, Brentwood, Riverton, Cambridge, Princeton and Sterling; (7) Minimum square footage of heated space will be 2,363 sq. feet; (8) All residential units will contain a two car garage; (9) Open space plan and development concept layout including the designated open space and greenspace areas will be as per concept plan prepared by Vaughn and Melton Consulting Engineers for Venture Homes dated 12/14/17; (10) The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no construction activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions; (11) Developer will maximize the preservation of mature trees where possible; (12) The development layout will allow future connectivity to adjoining city park area located in Butler Ridge subdivision; (13) Applicant and developer will

provide pre construction and post construction hydrology studies; and (14) Development will establish mandatory home owner's association. Motion made by Cindi Michael, seconded by Donald Bergwall. Motion carried 4-0. Yeas: Cindi Michael, Donald Bergwall, Keisha Edwards and Joshua Logelin. STAFF RECOMMENDATION: Darryl Simmons, Zoning Administrator recommends approval of the rezoning from County R-20 to City PUD-R to be included in the Pine Mountain project subdivision with stipulations as follows:

1. Applicant seeks a Rezoning and Annexation change for the Subject Property from the existing zoning to the Planned Unit Development ("PUD- R, Conservation Subdivision") zoning category. The proposed Site Plan, was prepared by Vaughn and Melton Consulting Engineers, dated December 14, 2017, and originally filed with the City of Kennesaw ("City") Zoning Office on or about January 3, 2018. A reduced copy of the Site Plan is attached hereto as Exhibit "A" and incorporated herein by reference.
2. The Subject Property shall be developed for a residential community consisting of a maximum of eighty-three (83) fee simple single family detached homes. The entire site is comprised of 43.94 +/- acres and is planned for a total of 83 homes.
3. Applicant agrees the minimum house size for the homes in the proposed development shall be 2,363 square feet of heated and cooled living space.
4. Homes within the proposed community shall be substantially similar in style and architecture to the elevations attached hereto as Exhibit "B" and similar to the following nine (9) product types: Hampton, Hawthorne, Kingsgate, Laurelwood, Brentwood, Riverton, Cambridge, Princeton and Sterling. These plans will have fully enclosed garages and front elevations shall be in general conformity with the attached elevations. As a general rule, the applicant will use masonry (i.e. brick, stone or stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof as shown in the attached plans. Applicant shall be governed by this general style of product to be constructed on the Property as per Exhibit "B". Side and rear elevations may also utilize masonry (i.e. brick, stone, stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof in keeping with the appropriate style and use of such products on the front elevations.
5. The proposed community shall have public streets; however, Applicant shall have the option of constructing private streets to the applicable Cobb County and City of Kennesaw public streets' construction standards and installing gates if so desired by Applicant in accordance with all City and Cobb County ordinances and regulations. All driveways shall be a minimum of twenty feet (20') in length from the edge of the sidewalk or back of curb to the garage.
6. Applicant agrees to the creation of a mandatory homeowners association ("HOA") to be managed by Applicant or a 3rd party professional HOA management company until such time the HOA is "turned-over" to the homeowners which is typically at 100% buildout. Applicant shall fund any shortfall in the operating budget until such time as the HOA is "turned-over" to the homeowners. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and

- amenity areas; including the entrance areas, boundary landscape buffers, detention pond(s) and the private streets if so constructed by the Applicant.
7. Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of protective covenants which will contain covenants, rules, and regulations applicable to the proposed community.
 8. The HOA covenants shall limit the number of rental units to not exceed 15% of the total number of units in the community or such percentage as approved by the City Council.
 9. All homes shall have a minimum of a two (2) car garage. Garages shall be primarily used for the parking of vehicles and shall not be converted to other uses. The applicant shall include this restriction in the covenants to be enforced by the HOA. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, or combinations thereof, with accents architecturally consistent with the proposed homes. The entry monument shall be lit at night for better visibility.
 10. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, or combinations thereof, with accents architecturally consistent with the proposed homes. The entry monument shall be lit at night for better visibility.
 11. Landscaping of the entrance areas as well as the frontage of the proposed community along all public streets, shall be professionally designed and implemented, which shall include the installation of an irrigation system in areas where appropriate. Maintenance of the entrance area and public street frontage at the entrance shall be by the mandatory homeowners association as set forth in the declaration of covenants, easements, and restrictions.
 12. Any street lights installed by the appropriate power company within the proposed community shall have down lighting, shall be environmentally sensitive, and shall be as approved by the City Council. Applicant will fund the cost of the first year of street light operations for the community and will stipulate in the HOA covenants that the street light cost within the community will continue to be funded by the HOA on an on-going basis each month following the first year of operations as is the typical standard for new communities in the City.
 13. All utilities servicing the residences within the proposed community shall be underground.
 14. Applicant agrees the stormwater management facilities and system shall be constructed and installed consistent with all requirements of the City and Cobb County.
 15. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed community.
 16. Applicant agrees to comply with all City and Cobb County development standards and ordinances relating to project improvements.
 17. All setbacks shall be as shown on the referenced Site Plan.
 18. Applicant agrees to the installation of 5 feet (5') wide interior sidewalks along all interior streets on one side, typically on the opposite side of the water line.

In addition, Applicant shall construct a 5 feet (5') wide sidewalk along the Property frontage on Pine Mountain Road.

19. All construction vehicles will be parked on-site on the Property at all times. No construction vehicles shall be parked outside the community or other surrounding streets to the proposed development.
20. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
21. Planned Unit Development-R, Conservation Subdivision development will provide 19.73 acres dedicated to open space and greenspace which will total 44.9% of the total gross acreage of the development.
22. Development to provide 29 additional guests parking spaces located strategically in neighborhood as per adopted City ordinance that required one guest parking space per 0.35 units.
23. Maximum net density for development will be 2.4 dwelling units per acre (Gross acres less flood plain). The Gross Density per this site is 1.89 dwelling units per acre (83 units divided by 43.94 acres). Maximum number of units will be 83 single family detached housing units.
24. Site development standards to be established as follows: front setback 15 feet (15'), side setback 5 feet (5') minimum from property lines, rear setback 15 feet (15'), minimum separation between units 10 feet (10').
25. The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions.
26. Developer will maximize the preservation of mature trees where possible.
27. The Property layout will allow future connectivity to adjoining city park area located in Butler Ridge subdivision.
28. Applicant and developer will provide pre-construction and post construction hydrology studies.

Zoning Administrator Darryl Simmons presented agenda items IX-A, B and C concurrently. A portion of the property is already located within the City limits. The applicant is petitioning to have three properties for a conservation subdivision Planned Unit Development (PUD). The process started in October 2017 and has since re-advertised and property re-posted. They proposed 83 individual, detached units. Concerns raised by staff, the public and Planning Commission resulted in 28 conditions/stipulations. A letter dated January 8, 2018 from Venture Homes agreed to the stipulations and went into more detail to avoid any gray areas, as listed above. Density will be 2.4 units per acre. Information was submitted to Cobb County in 2017 and the City received a letter of no objection.

Motion by Councilmember Eaton to approve the Ordinance granting the rezoning, as stipulated, seconded by Mayor Protem Blinkhorn.

SEAN RANDALL (Sn. VP of Venture Homes): They are proud to be in Cobb County had have done many projects. He addressed possible flooding along Butler Ridge, density, and what will the project will look like to address questions by the public. The hydrology study has been performed and they cannot increase the problem of runoff which is a pre-existing issue. They plan on having 45% of the property as open space. Density at 2.4

excludes all the flood plain area and if it was included, it would be 1.9 units per acre. The buffer is minimum of 20' in areas and 100' in other areas. They plan to leave as many mature trees as possible except for grading purposes as it is steep at the back of the property and they will need access. A traffic study was performed (morning and evening rush hour) and there will be less than one car per minute leaving from their property during rush hour. There will be a continued left turn lane and a decel lane for entering the property. There will be nine house plans consisting of 2,400 sq ft to 3,600 sq ft with an average cost of \$350,000 to \$450,000 for the homes. They are also planning an open air pavilion with parking near the creek.

7:04 PM Floor Open to Public Comments

DR. LISA ATKINS (Wellcrest Court): Her concerns are the floodplains. We were told the system is rated for 100-year flood which occurred twice in 2017 creating 2' to 3' of water in nearby yards. This build is higher than their subdivision and water can only run down towards Butler Creek. It has taken her as long as 20 minutes from Wellcrest to Cobb Parkway and this project will add approximately 160 more cars. Dr. Atkins addressed the Comp Plan and read part of Section 5.2.3 on floodplains – see page 34 of the report. They have experienced severe flooding in the past and don't want to go through that again. Hydrology studies are an issue. Please ensure this will be closely monitored in the future.

DAVID RUSSELL (Princeton Ridge subdivision): Traffic backups from Cobb Parkway are bad. He doesn't know if the traffic study was performed during peak times or weekends. How can 83 cars come out within an hour? Their subdivision has over 100 cars exiting in the morning. When was the traffic engineer involved? Who will maintain the streets? He is confused about R-20 and R-30 zoning. When they replant the trees – will it be hard woods or pines? Will the exterior of the homes be hardwood or brick? Any other amenities? How are they meeting conservation requirements – by purchasing the extra property? Will there be additional detention ponds and how will it affect the plan?

EILEEN ALBERSTADT (Wellcrest Way): She has attended three Planning meetings about this project. She has concerns about the cost of flood insurance. Her latest bill was over \$2,100. She's been talking to FEMA and was told a bridge could not be built. The whole neighborhood took a big hit last time it flooded. FEMA says holding ponds could stay empty thereby water will run into the creek. She doesn't want to lose everything again from her home. Ms. Alberstadt has always tried to keep the neighborhood nice and works hard for the community, but lately she has noticed more homes for sale. She recommended the Council drive through this neighborhood and see the creek.

JENNIFER RUSSELL (Princeton Ridge): It seems 26 homes will be affected by this build. Princeton Ridge has had good relationships with their neighboring properties. The public signage for this public hearing is difficult to view, especially due to the road work; the 200-ft noticing to locals and the accompanying map caused problems and she feels Mr. Simmons needs help. The October 17, 2017 letter from Cobb County was received – did anyone notice their notes or comments? Have these updated plans been sent to Cobb? This is a low density area and 25% is not buildable; there will be clear cutting, detention pond and traffic issues. Responses by applicant on properties 5, 6, 8 and 9 are of great

concern and she hopes Council takes note. A handout was provided to Council about development on the creek at Butler Ridge.

7:21 PM Floor Closed to Public Comments

Mr. Simmons noted the PUD category is to create flexibility to allow ease of movement for building placement to maximize open space. This is a concept only – not a Plan Review meeting. Under state law, the applicant cannot increase volume and must meet all state and city laws. He does sympathize with existing flooding issues and stormwater requirements have changed since those subdivisions have been built. Butler Creek subdivision has an existing problem the City cannot fix.

Councilmember Ferris questioned the hydrology report; how is it possible lots 19-22 can meet the 50-ft plus 25-ft buffer requirements? How current is the FEMA flood map? Public Works Director Ricky Stewart replied FEMA updated their flood maps in the summer of 2017 including the 100-year floodplain. Mr. Ferris has concerns about the buffers because he doesn't want brand new houses built in a floodplain thereby causing owners to complain to City Hall. In response, Mr. Randall said those pads are not in the floodplain.

Richard Smith (applicant's architect and engineer) replied those homes are not in the floodplain and are 12-ft above the floodplain. They meet the 75-ft buffer requirements plus a 75-ft setback. Each lot will be permitted individually. There are many checks and balances in place. Due to the steepness of their site, it is not as widespread as Butler Creek – they are 3-ft above vertical.

Mr. Simmons added the Building Department instituted another step in 2017; before pads are poured they must be field verified and to avoid the possibility of encroachment.

Councilmember Ferris noted many lots show flood lines going through them – will FEMA require flood insurance? Mr. Smith replied their building site is 3-ft above the floodplain and flood insurance probably won't be required. He is not concerned about the floodplain on this project site, but the neighbors. Runoff must be less than what occurs now and the detention pond will be used and built according to law.

Mayor Protem Blinkhorn asked if the developer has hydrology experience and what is his track record. Mr. Randall noted a hydrology study must be performed before a shovel is placed in the ground. After the impervious surface is in place it cannot be higher. They have not failed any hydrology issues. Mr. Blinkhorn also has concerns about traffic – will the Pine Mountain Road improvements help?

Abdul Amir (A&R Engineers) replied the trip report comes from a standard trip schedule manual and based on statistical standards. The center turn lane is being added on the Pine Mt. Road project as well as sidewalks on both sides of the road. He recommends a deceleration lane. There is existing congestion now along Pine Mt Road to Cobb Parkway and will improve substantially when the right turn lane is added at Cobb Parkway. GDOT recorded the traffic count in 2017 and there is plenty of capacity on Pine Mt. Road.

Vote taken on the motion to adopt the Ordinance as stipulated, approved 3-1 (Councilmember Ferris opposed). Motion carried.

[Agenda Items IX-A, B and C were presented concurrently.]

- B. Authorization for approval of an **ORDINANCE NO. 2018-02, 2018** granting an annexation request submitted by Venture Homes, Inc. properties identified as 4005 Pine Mountain, 4003 Pine Mountain and 666 Pine Mountain Road. Applicant seeking to annex and rezone three parcels along Pine Mountain Road from County R-20 to City PUD-R Conservation Subdivision. Said request to annex/rezone for purpose of single-family residential community. Properties consist of 39.09+/- acres and lying in Land Lot 165, Tax Parcels 5, 66 and 75 of the 20th District, 2nd Section Cobb County Georgia. In 2015, 4005 Pine Mountain Road requested annexation and rezoning, which was withdrawn. Application was advertised in the Marietta Daily Journal and new property posting. At their January 3, 2018 meeting, the Planning Commission recommended approval of the annexation, Vote unanimous. STAFF RECOMMENDATION: Zoning Administrator Darryl Simmons recommends approval.

Zoning Administrator Darryl Simmons presented the annexation request submitted by Venture Homes, Inc. for properties identified as 4005 Pine Mountain, 4003 Pine Mountain and 666 Pine Mountain Road. Applicant is seeking to annex and rezone three parcels along Pine Mountain Road from County R-20 to City PUD-R Conservation Subdivision. Said request to annex/rezone for purpose of single-family residential community. Properties consist of 39.09+/- acres.

See presentation under agenda item IX-A.

7:44 PM Floor Open to Public Comments

See comments under agenda item IX-A.

7:45 PM Floor Closed to Public Comments

Motion by Councilmember Henderson to approve the Ordinance granting an annexation, seconded by Mayor Protem Blinkhorn. Vote taken, approved unanimously, 4-0. Motion carried.

- C. Authorization for approval of an **ORDINANCE NO. 2018-03, 2018** granting a rezoning request submitted by Venture Homes, Inc. for property identified as Land Lot 165, Tax Parcel 4, Pine Mountain @ Wellcrest Drive. Property identified as Land Lot 165, Tax Parcel 4, 20th District, 2nd Section, Cobb County, Georgia. Applicant is seeking to rezone 4.8+/- acre tract from City R-10 to City PUD-R (Planned Unit Development) residential. Application was advertised in the Marietta Daily Journal on December 15, 22, 2017. Property was legally posted on December 19, 2017. Planning Commission at a meeting on January 3, 2017 made motion to recommend approval of the rezoning from City R-10 to City PUD-R with stipulations as follows: (1) Planned Unit Development –Conservation Subdivision development will provide 19.73 acres dedicated to open space and greenspace

which will total 44.9% of the total gross acreage of the development; (2) Development to provide 29 additional guests parking spaces located strategically in neighborhood as per our adopted ordinance that required 1 guest parking space per .35 units; (3) Each lot to provide a minimum twenty-foot-long driveway located behind sidewalk or back of curb as applicable; (4) Maximum net density for development will be 2.4 dwelling units per acre. Maximum number of units will be 83 single family detached housing units; (5) Site development standards to be established as follows: front setback 15 ft, side setback 5ft minimum from property lines, rear setback 15 feet, minimum separation between units 10ft; (6) Architectural design and materials will be similar to elevations and plans of nine product types submitted by the applicant that identify the following product types: Hampton, Hawthorne, Kingsgate, Laurelwood, Brentwood, Riverton, Cambridge, Princeton and Sterling; (7) Minimum square footage of heated space will be 2,363 sq. feet; (8) All residential units will contain a two car garage; (9) Open space plan and development concept layout including the designated open space and greenspace areas will be as per concept plan prepared by Vaughn and Melton Consulting Engineers for Venture Homes dated 12/14/17; (10) The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no construction activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions; (11) Developer will maximize the preservation of mature trees where possible; (12) The development layout will allow future connectivity to adjoining city park area located in Butler Ridge subdivision; (13) Applicant and developer will provide pre construction and post construction hydrology studies; and (14) Development will establish mandatory home owner's association. Motion made by Cindi Michael, seconded by Donald Bergwall. Motion carried 4-0. Yeas: Cindi Michael, Donald Bergwall, Keisha Edwards and Joshua Logelin. STAFF RECOMMENDATION: Darryl Simmons, Zoning Administrator recommends approval of the rezoning from City R-10 to City PUD-R to be included in the Pine Mountain project subdivision with stipulations as follows:

1. Applicant seeks a Rezoning and Annexation change for the Subject Property from the existing zoning to the Planned Unit Development ("PUD- R, Conservation Subdivision") zoning category. The proposed Site Plan, was prepared by Vaughn and Melton Consulting Engineers, dated December 14, 2017, and originally filed with the City of Kennesaw ("City") Zoning Office on or about January 3, 2018. A reduced copy of the Site Plan is attached hereto as Exhibit "A" and incorporated herein by reference.
2. The Subject Property shall be developed for a residential community consisting of a maximum of eighty-three (83) fee simple single family detached homes. The entire site is comprised of 43.94 +/- acres and is planned for a total of 83 homes.
3. Applicant agrees the minimum house size for the homes in the proposed development shall be 2,363 square feet of heated and cooled living space.
4. Homes within the proposed community shall be substantially similar in style and architecture to the elevations attached hereto as Exhibit "B" and similar to the following nine (9) product types: Hampton, Hawthorne, Kingsgate, Laurelwood, Brentwood, Riverton, Cambridge, Princeton and Sterling. These plans will have fully enclosed garages and front elevations shall be in general

conformity with the attached elevations. As a general rule, the applicant will use masonry (i.e. brick, stone or stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof as shown in the attached plans. Applicant shall be governed by this general style of product to be constructed on the Property as per Exhibit "B". Side and rear elevations may also utilize masonry (i.e. brick, stone, stacked stone or any combination thereof) as well as stucco, cement fiber board & batten, cement lap siding, cement shake or cedar shake shingles or combination thereof in keeping with the appropriate style and use of such products on the front elevations.

5. The proposed community shall have public streets; however, Applicant shall have the option of constructing private streets to the applicable Cobb County and City of Kennesaw public streets' construction standards and installing gates if so desired by Applicant in accordance with all City and Cobb County ordinances and regulations. All driveways shall be a minimum of twenty feet (20') in length from the edge of the sidewalk or back of curb to the garage.
6. Applicant agrees to the creation of a mandatory homeowners association ("HOA") to be managed by Applicant or a 3rd party professional HOA management company until such time the HOA is "turned-over" to the homeowners which is typically at 100% buildout. Applicant shall fund any shortfall in the operating budget until such time as the HOA is "turned-over" to the homeowners. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, detention pond(s) and the private streets if so constructed by the Applicant.
7. Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of protective covenants which will contain covenants, rules, and regulations applicable to the proposed community.
8. The HOA covenants shall limit the number of rental units to not exceed 15% of the total number of units in the community or such percentage as approved by the City Council.
9. All homes shall have a minimum of a two (2) car garage. Garages shall be primarily used for the parking of vehicles and shall not be converted to other uses. The applicant shall include this restriction in the covenants to be enforced by the HOA.
10. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, or combinations thereof, with accents architecturally consistent with the proposed homes. The entry monument shall be lit at night for better visibility.
11. Landscaping of the entrance areas as well as the frontage of the proposed community along all public streets, shall be professionally designed and implemented, which shall include the installation of an irrigation system in areas where appropriate. Maintenance of the entrance area and public street frontage at the entrance shall be by the mandatory homeowners association as set forth in the declaration of covenants, easements, and restrictions.
12. Any street lights installed by the appropriate power company within the proposed community shall have down lighting, shall be environmentally sensitive, and shall be as approved by the City Council. Applicant will fund

the cost of the first year of street light operations for the community and will stipulate in the HOA covenants that the street light cost within the community will continue to be funded by the HOA on an on-going basis each month following the first year of operations as is the typical standard for new communities in the City.

13. All utilities servicing the residences within the proposed community shall be underground.
14. Applicant agrees the stormwater management facilities and system shall be constructed and installed consistent with all requirements of the City and Cobb County.
15. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed community.
16. Applicant agrees to comply with all City and Cobb County development standards and ordinances relating to project improvements.
17. All setbacks shall be as shown on the referenced Site Plan.
18. Applicant agrees to the installation of 5 feet (5') wide interior sidewalks along all interior streets on one side, typically on the opposite side of the water line. In addition, Applicant shall construct a 5 feet (5') wide sidewalk along the Property frontage on Pine Mountain Road.
19. All construction vehicles will be parked on-site on the Property at all times. No construction vehicles shall be parked outside the community or other surrounding streets to the proposed development.
20. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
21. Planned Unit Development-R, Conservation Subdivision development will provide 19.73 acres dedicated to open space and greenspace which will total 44.9% of the total gross acreage of the development.
22. Development to provide 29 additional guests parking spaces located strategically in neighborhood as per adopted City ordinance that required one guest parking space per 0.35 units.
23. Maximum net density for development will be 2.4 dwelling units per acre (Gross acres less flood plain). The Gross Density per this site is 1.89 dwelling units per acre (83 units divided by 43.94 acres). Maximum number of units will be 83 single family detached housing units.
24. Site development standards to be established as follows: front setback 15 feet (15'), side setback 5 feet (5') minimum from property lines, rear setback 15 feet (15'), minimum separation between units 10 feet (10').
25. The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions.
26. Developer will maximize the preservation of mature trees where possible.
27. The Property layout will allow future connectivity to adjoining city park area located in Butler Ridge subdivision.
28. Applicant and developer will provide pre-construction and post construction hydrology studies

Zoning Administrator Darryl Simmons presented the Ordinance granting a rezoning request submitted by Venture Homes, Inc. for property identified as Land Lot 165, Tax Parcel 4, Pine Mountain @ Wellcrest Drive. Applicant is seeking to rezone 4.8+/- acre tract from City R-10 to City PUD-R (Planned Unit Development) residential.

See presentation under agenda item IX-A.

Motion by Mayor Protem Blinkhorn to approve the Ordinance, as stipulated, granting the rezoning request, seconded by Councilmember Henderson.

7:46 PM Floor Open to Public Comments

DR. LISA ATKINS: What is being built next door to her house?

Mr. Randall replied some are homes and park space. It is possible to work with Butler Creek subdivision and make it a bigger project for both subdivisions to use the park space.

7:48 PM Floor Closed to Public Comments

Vote taken on the motion to approve as stipulated. Approved 3-1 (Councilmember Ferris opposed). Motion carried.

- D. Authorization for approval of an **ORDINANCE NO. 2018-04, 2018** granting a rezoning request submitted by LDS Partners, LLC for properties located at 3057 Main Street and 3088 Rutledge Road. Properties identified in Land Lot 127 & 140, Tax Parcels 2, 230, and 9, 20th District, 2nd Section Cobb County, Georgia. Applicant is seeking to rezone from City R-20 & City PUD-R to City PUD-R properties consisting of 8.41+/- acres for proposed Fee Simple Townhouse Community with 70 dwelling units. Application was advertised in the Marietta Daily Journal on December 15, 2017 and December 22, 2017. Property was legally posted on December 19, 2017. Planning Commission at a meeting held on January 03, 2018 made motion to recommend approval of the rezoning of the properties from City PUD-R & R-20 to City PUD-R subject to conditions/stipulations: 1) Maximum number of units will be 70 townhomes. The density on the subject property is actually less than the previously approved plans. Maximum net density of 7.78 units per acre for the entire 19.68 acre PUD-R property previously approved will be applied that was the subject of the 2014-18 zoning case. However, this portion of that project is limited to no more than 70 units for a density of 8.3 dwelling units per acre on this phase of the PUD-R; 2) Minimum driveway depth of twenty (20) feet from sidewalk so no vehicle or portion of vehicles crossing into the sidewalk; 3) Architecture for the townhomes will be similar to the attached renderings prepared by Kerley Family Homes and product lines titled, The Atlanta, The Austin, The Jackson, The Pine, The Birch and the Redwood as submitted by the applicant; 4) Maximum height of all townhomes not to exceed forty-five (45) feet; 5) Maximum building coverage to be 40%; 6) Minimum house size shall be 1,400 sq. feet; 7) Front setbacks will be a minimum of five (5) feet as depicted on the site plan. However, the driveways will be a minimum of twenty (20) feet in length from the edge of the sidewalk to the front of the garage ensuring that cars can park on the driveway; 8) Major side setbacks

will be five (5) feet from the right-of-way. However, no structure shall be closer than eighteen (18) feet from the curb on the roadway; 9) Minimum side-setback between structures will be fifteen (15) feet; 10) Major rear-yard setback will be thirty (30) feet from the exterior property line; 11) Minimum rear-yard setback will be thirty (30) feet from back of structure to back of structure (interior lots); 12) Open space to be provided within development to be a minimum of 25% or 2 acres excluding ponds and will include a pocket park and courtyard area as shown on the Zoning Plan by Ridge Planning and Engineering; 13) There shall be a minimum twenty (20) foot maintained buffer along the exterior of the development. Said buffer may be graded and replanted in accordance to the adopted city of Kennesaw landscaping ordinance; 14) School bus stops and potential shelter locations within this development will be coordinated with the Cobb County Board of Education; 15) Applicant will work to ensure that a proper buffer is enforced for the rear of the property subject to City Codes and staff verification with the cemetery and Winkenhofer Funeral Home. The final buffer adjacent to the cemetery shall be reviewed and approved by the city staff and the Plan Review Committee (PRC); 16) The Covenants will give the Homeowners Association control over rental restrictions. There will be a ten percent (10%) cap on the number of units that can be rented. The rental cap shall be incorporated into the covenants; 17) The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no construction activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions; and 18) Developers will install street lighting similar to type used in downtown Kennesaw. Motion made by Donald Bergwall, seconded by Cindi Michael. Motion carried: 4-0. STAFF RECOMMENDATION: Darryl Simmons, made recommendation to approve the rezoning of the properties subject to conditions/stipulations as approved by the Planning Commission.

Zoning Administrator Darryl Simmons presented the rezoning request submitted by LDS Partners, LLC for properties located at 3057 Main Street and 3088 Rutledge Road to rezone from City R-20 & City PUD-R to City PUD-R properties consisting of 8.41 +/- acres for proposed Fee Simple Townhouse Community with 70 dwelling units. A project was originally submitted in 2014. Recently the Planning Commission approved, with 18 stipulations as stated above. This new design will have greater open space including a courtyard. Staff received a letter dated January 9, 2018 from the applicant's attorney, Sams Larkin & Huff agreeing to the 18 stipulations. Concerns addressed in 2014 were readdressed and are in line with the Comp Plan and Future Land Use goals. The previously submitted project consisted of 77 homes and this revised plan has 70 townhomes.

Motion by Councilmember Henderson to approve the Ordinance authorizing the rezoning request, as stipulated, seconded by Councilmember Eaton.

ATTORNEY PARKS HUFF (Applicant's Attorney): Applicant Jeff Smith is also an engineer. They are in full compliance with the Land Use Plan. The road entrance has changed for the better, there are seven less units therefore adding more greenspace. The first view driving in is a courtyard along with a better designed split driveway, increased buffer perimeters and lengthier driveways for parking.

8:01 PM Floor Open to Public Comment

RANDY BRYAN & LISA BLAYLOCK (Side-by-side neighbors): Mr. Bryan said Rutledge Road cannot handle existing traffic and during rush hour, they cannot get out of their street and turn left from Rutledge. Unless the road changes he does not see how the new project will be approved. A different entrance plan is needed. The prior submission had two entrances to the proposed subdivision, now there is only one so the street opens from Main Street. There are many accidents at this location including just last week. Ms. Blaylock noted you cannot make a left turn unless someone lets you out, therefore it would take all right turns to get to Cobb Parkway. When the City holds races it blocks their access to get to work and she has got yelled at by Police Officers for moving the barricades so she can get through.

8:09 PM Floor Closed to Public Comments

Councilmember Eaton inquired if there is an alternative to get on the property. Attorney Huff said not really as the church owns the property nearby. He understands the traffic issue and the applicant has reduced the scope of the project by seven units. Councilmember Henderson asked if there are any traffic studies and/or a possible turning lane. Mr. Huff said it is zoned correctly; it was not requested or performed. The Plan Review Committee may require changes. Councilmember Ferris asked about stipulation #16 regarding percentage of rental units. The maximum will be seven units that can be rented. Stipulation #18 on installation of street lights will have to include fees plus road maintenance. Mr. Huff confirmed they will install the street lights. City Attorney Randall Bentley noted the City is working on a street light district and the residents do pay.

Vote taken on the motion to approve the Ordinance as stipulated. Approved unanimously, 4-0. Motion carried.

- E. Authorization to adopt **ORDINANCE NO. 2018-05, 2018** to amend Unified Development Code, Appendix "A", Chapter Ten (10) "Administrative Procedures." The Planning and Zoning Department prepared a code amendment recommendation to Chapter Ten of Appendix "A", Chapter 10 "Administrative Procedures", Section 1.02.00 "Application Requirements." Addition to Section 10.02.00 by adding Section 10.02.12 "Sale refinancing or leasing of portion of property." The sale refinancing or leasing of any portion of a commercial, office or industrial zoned property shall not be considered to constitute a subdivision of such property as long as all other zoning guidelines, site-specific guidelines, site development guidelines, approved site plans and other imposed conditions are met and maintained. This section shall not be applicable to grandfathered or nonconforming uses as defined in this chapter. This section is limited only to those portions of the property which are actually developed and shall not be construed as to allow expansions or modifications of existing sites. The Planning Commission at a meeting held on January 03, 2018 has made recommendation to Mayor and Council to consider approving the proposed code amendment to Chapter Ten (10.02.12). Motion carried. Vote 4-0. STAFF RECOMMENDATION: Darryl Simmons, made recommendation to approve the proposed code amendment to Chapter Ten (10.02.12).

Zoning Administrator Darryl Simmons presented the Ordinance to amend the Unified Development Code, Appendix "A", Chapter Ten (10) "Administrative Procedures." The Planning and Zoning Department prepared a code amendment recommendation to Chapter Ten of Appendix "A", Chapter 10 "Administrative Procedures", Section 10.02.00 "Application Requirements." Addition to Section 10.02.00 by adding Section 10.02.12 "Sale refinancing or leasing of portion of property." The sale refinancing or leasing of any portion of a commercial, office or industrial zoned property shall not be considered to constitute a subdivision of such property as long as all other zoning guidelines, site-specific guidelines, site development guidelines, approved site plans and other imposed conditions are met and maintained. This section shall not be applicable to grandfathered or nonconforming uses as defined in this chapter. This section is limited only to those portions of the property which are actually developed and shall not be construed as to allow expansions or modifications of existing sites. This addition to the UDC came about at the end of 2017 with the Kennesaw Market Place buildout. This is a common practice in the industry and the current code is silent about subdividing. All other stipulations remain in place with this addition to the Code.

Motion by Councilmember Ferris to approve the Ordinance, as presented, seconded by Councilmember Henderson.

8:19 PM Floor Open to Public Comment

No comments.

8:20 PM Floor Closed to Public Comment

Vote taken on the motion to approve the Ordinance, as presented. Approved unanimously, 4-0. Motion carried.

X. CONSENT AGENDA

- A. Approval of the January 2, 2018 Mayor and City Council meeting minutes A&B.
- B. Receipt of the MetroAtlanta activity reports for October and November 2017.

Motion by Mayor Protem Blinkhorn to approve the Consent Agenda, engross, seconded by Councilmember Henderson. Vote taken, approved 4-0. Motion carried.

XI. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

No items.

XII. INFORMATION TECHNOLOGY

RICK ARNOLD, Co-Director
JOSHUA GUERRERO, Co-Director

No items.

XIII. PUBLIC WORKS

RICKY STEWART, Director

No items.

XIV. RECREATION AND CULTURE

RICHARD BANZ, Museum and Agency Director

DOUG TAYLOR, Parks and Recreation Director

ANN PARSONS, Smith-Gilbert Gardens Director

No items.

XV. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director

DARRYL SIMMONS, Zoning Administrator

SCOTT BANKS, Building Official

No items.

XVI. FINANCE AND ADMINISTRATION

GINA AULD, Finance Director

No items.

XVII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

8:21 PM Floor Open for Public Comments

ANDREW BRAMLETT and JOE BOZEMAN (Vice President and President of the Kennesaw Historic Society): On Saturday, February 3rd at 2:00 PM, Mr. Bramlett will present a brief history on Kennesaw. They hope to see the Mayor and Council at the presentation; last year they had 55 attendees. Mr. Bramlett distributed a printout of their planned 2018 presentations and events.

ANN PRATT (Resident): Ms. Pratt has lived in Kennesaw 34 years. She questioned why Joe Bozeman was not reappointed to the Historic Preservation Commission. She heard it was because they needed "new blood" – that has nothing to do with history. His family has owned property in the City since the 1800's. She is disappointed.

8:25 PM Floor Closed for Public Comments

XVIII. CITY MANAGERS REPORT – Jeff Drobney

City Manager Jeff Drobney commented on the snow that is falling this evening, along with winds and rough roads. He thanks those City employees that serve the community during these conditions including Public Works, Police and 911 Communications. There is a discussion of proposition to add 1% on Cobb taxes to support public safety and is being driven by the County.

XIX. 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.

Mayor Easterling appointed Clemens Bak to the Art & Culture Commission with a term ending December 2019; appointed Rachel Butler and Patrick Gallagher to the Historic Preservation Commission with terms ending December 2019 and December 2018, respectively.

Motion by Mayor Protem Blinkhorn to ratify said appointments, seconded by Councilmember Eaton. Vote taken, approved unanimously, 4-0. Motion carried.

XX. COUNCIL COMMENTS

Councilmember Eaton sympathized that City employee Laurel Fleming passed away recently and she will be missed. She has been his friend for 34 years.

Councilmember Ferris said to be careful going home this evening.

Councilmember Henderson is happy to see so many people here tonight, especially with snowy weather.

Mayor Protem Blinkhorn thanked City staff ahead of time for their work during the snow.

XXI. EXECUTIVE SESSION –Land, Legal, Personnel

- A. 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.

Motion by Mayor Protem Blinkhorn to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing legal and personnel, motion seconded by Councilmember Henderson. Vote taken, approved 4-0. Motion carried.

6:37 pm Recess to Executive Session

Mayor, City Council, City Attorney Randall Bentley, City Manager and City Clerk attended Executive Session.

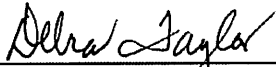
6:43 pm Reconvene to Open Session

Mayor Protem Blinkhorn read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4, motion seconded by Councilmember Henderson. Vote taken, approved 4-0. Motion carried.

Motion by Councilmember Eaton to accept the resignation of Yvette Daniel from Council Post 2, effective January 12, 2018, seconded by Councilmember Henderson. Vote taken, approved unanimously, 4-0. Motion carried.

XXII. ADJOURN

Mayor Easterling adjourned at 8:29 p.m. The next regularly scheduled meeting will be held Monday, February 5, 2018 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.



Debra Taylor, City Clerk

TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY
 MC FILE NO. CONST-171081 AND 171483
 DATE OF TITLE EXAM: AUGUST 23, 2017

SCHEDULE B-SECTION 2
 EXEMPTIONS

10. EASEMENT TO THE CITY OF KENNESAW RECORDED IN DEED BOOK 15367, PAGE 4151, COBB COUNTY RECORDS (TRACT A)
 AFFECTS AS SHOWN
 11. EASEMENT TO COBB EMC INCORPORATED IN DEED BOOK 2043, PAGE 578, COBB COUNTY RECORDS (TRACT A)
 AFFECTS AS SHOWN
 12. SANITARY SEWER EASEMENT TO COBB COUNTY RECORDED IN DEED BOOK 2828, PAGE 189 COBB COUNTY RECORDS (TRACT A)
 AFFECTS TRACT C AS SHOWN
 13. RIGHT-OF-WAY TO COBB COUNTY RECORDED IN DEED BOOK 4247, PAGE 524, COBB COUNTY RECORDS (TRACT A)
 DOES NOT AFFECT
 14. ALL MATTERS AFFECTING CAPTIONED PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 103, PAGE 28 AND PLAT BOOK 64, PAGE 66, COBB COUNTY RECORDS (TRACT A)
 AFFECTS AS SHOWN
 15. EASEMENT TO COBB EMC RECORDED IN DEED BOOK 5288, PAGE 47, COBB COUNTY RECORDS (TRACT B)
 DOES NOT AFFECT
 16. RIGHT-OF-WAY DEED AND EASEMENT TO THE CITY OF KENNESAW RECORDED IN DEED BOOK 15340, PAGE 5051, COBB COUNTY RECORDS (TRACT C)
 AFFECTS AS SHOWN
 17. BOUNDARY LINE AGREEMENT BY AND BETWEEN COTTON STATES PROPERTIES, LTD. AND LILLIAN MULINAX REYNOLDS RECORDED IN DEED BOOK 4751, PAGE 39, COBB COUNTY RECORDS (TRACT C)
 AFFECTS TRACT A AS SHOWN
 18. SANITARY SEWER EASEMENT TO COBB COUNTY RECORDED IN DEED BOOK 2893, PAGE 501, COBB COUNTY RECORDS (TRACT C)
 AFFECTS TRACT B & C AS SHOWN

SURVEY NOTES

EQUIPMENT USED
 SPECTRA PRECISION, FOCUS 30 TOTAL STATION
 TRIMBLE R6 GPS RECEIVER ON THE GPS NETWORK
 FIELD SURVEY COMPLETED MAY 22, 2018

DATUM:
 HORIZONTAL: STATE PLANE GRID(NAD83-GA WEST)
 VERTICAL: NAVD-88 ESTABLISHED VIA GPS OBSERVATION

CLOSURE STATEMENT
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN 1/827,915

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1:10,000 AND AN ANGULAR ERROR OF 2" PER ANGULAR POINT AND WAS ADJUSTED USING THE COMPASS RULE

UTILITIES
 UNDERGROUND UTILITIES THAT ARE SHOWN HEREON ARE BASED UPON FIELD SURFACE OBSERVATIONS AND AVAILABLE INFORMATION ON HAND AT THE TIME OF THE SURVEY. ONLY UTILITIES THAT WERE VISIBLE AND ACCESSIBLE WERE MEASURED. INFORMATION REGARDING THE DEPTH, PRESENCE, SIZE, CHARACTER, ELEVATION, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS BASED ON MEASUREMENTS MADE FROM THE SURFACE. THESE MEASUREMENTS SHOULD BE CONSIDERED APPROXIMATE AND SUBJECT TO CONTRACTOR VERIFICATION. SITE EXCAVATION WAS NOT PERFORMED IN ANYWAY TO MEASURE ANY SUBSURFACE UTILITY OR FEATURE OF ANY TYPE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. IT SHALL BE UNDERSTOOD THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF UNDERGROUND UTILITY INFORMATION SHOWN HEREON.

CERTIFICATION
 THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICE AND IS NON-TRANSFERABLE

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS RECORDED AND UNRECORDED

THE TERM "CERTIFICATION" AS USED IN RULE 780-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-13-2163 AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED

THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTED (O.C.G.A.) 13-6-67, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL

FEMA FLOOD STATEMENT

THIS PARCEL OF LAND IS IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE A-1 ACCORDING TO FEMA (F.I.A.)
 COMMUNITY NUMBER 130052 MAP NUMBER 13067 C 0019 G DATE: DECEMBER 16, 2008

LEGEND & ABBREVIATIONS

FEWEE	TRANSFORMER BOX (TX)
STORM SEWER EASEMENT	FLAG POLE (FP)
SANITARY SEWER	CALCULATED POINT
SANITARY SEWER SERVICE	FIRE HYDRANT (FH)
WATER LINE	WATER VALVE (WV)
GAS LINE	WATER METER (WM)
UNDERGROUND POWER LINE	LIGHT POLE (LP)
OVERHEAD POWER LINE	GAS METER (GM)
TELEPHONE LINE	GAS VALVE (GV)
FIBER OPTIC	HEAD WALL (HW)
CABLE TELEVISION	CURB AND GUTTER (CG)
TOPOGRAPHIC CONTOUR	SPOT ELEVATION
PROPERTY LINE	ELECTRIC METER (EM)
CATCH BASIN (CB)	POWER POLE (PP)
CATCH BASIN (CB)	SIGN
DROP INLET (DI)	BENCHMARK
UNION BOX (UB)	CLEARMENT (CD)
SS MANHOLE (SM)	

SURVEYOR'S CERTIFICATE

TO: TITLE RESOURCE GUARANTY COMPANY, BEAZER GAIN, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON MAY 22, 2018 DATE OF PLAT OR MAP: JULY 13, 2018

REGISTERED SURVEYOR: RYAN SCHULDT
 PROFESSIONAL LAND SURVEYOR NO. 3219
 STATE OF GEORGIA
 PROJECT NO. 031-18

7-16-2018
 DATE



SURVEY PREPARED BY:
 NORTH POINT LAND SURVEYING
 871 WYNLUCK DRIVE
 KENNESAW, GA 30152
 PHONE: (770) 375-5129

SHEET 2

SHEET 3

SHEET 4

**NORTH POINT
 LAND SURVEYING**
 871 WYNLUCK DRIVE
 KENNESAW, GEORGIA 30152
 PHONE: (770) 375-5129
 EMAIL: RNSCHULDT@NPSURV.COM
 WWW.NPSURV.COM



COBB GIS SITE ADDRESS:
 4003, 4005 & 866 PINE MOUNTAIN ROAD
 LOCATED IN L.L. 165
 20th DISTRICT, 2nd SECTION
 CITY OF KENNESAW
 COBB COUNTY, GA

ALTA SURVEY FOR
 TITLE RESOURCE
 GUARANTY COMPANY:
 BEAZER GAIN, LLC

DATE	7/13/2018
PROJECT NO.	031-18
SCALE	1" = 200'
DRAWN BY	LOU BRINLEY
CHECKED BY	RYAN SCHULDT
FIELD CREW	MONAGHAN MAXWELL JASON HULSEY
ISSUING AUTHORITY	2018/07/18/031-18/001
SHEET	1 OF 4



SPC Georgia
West Zone

**NORTHPOINT
LAND SURVEYING**

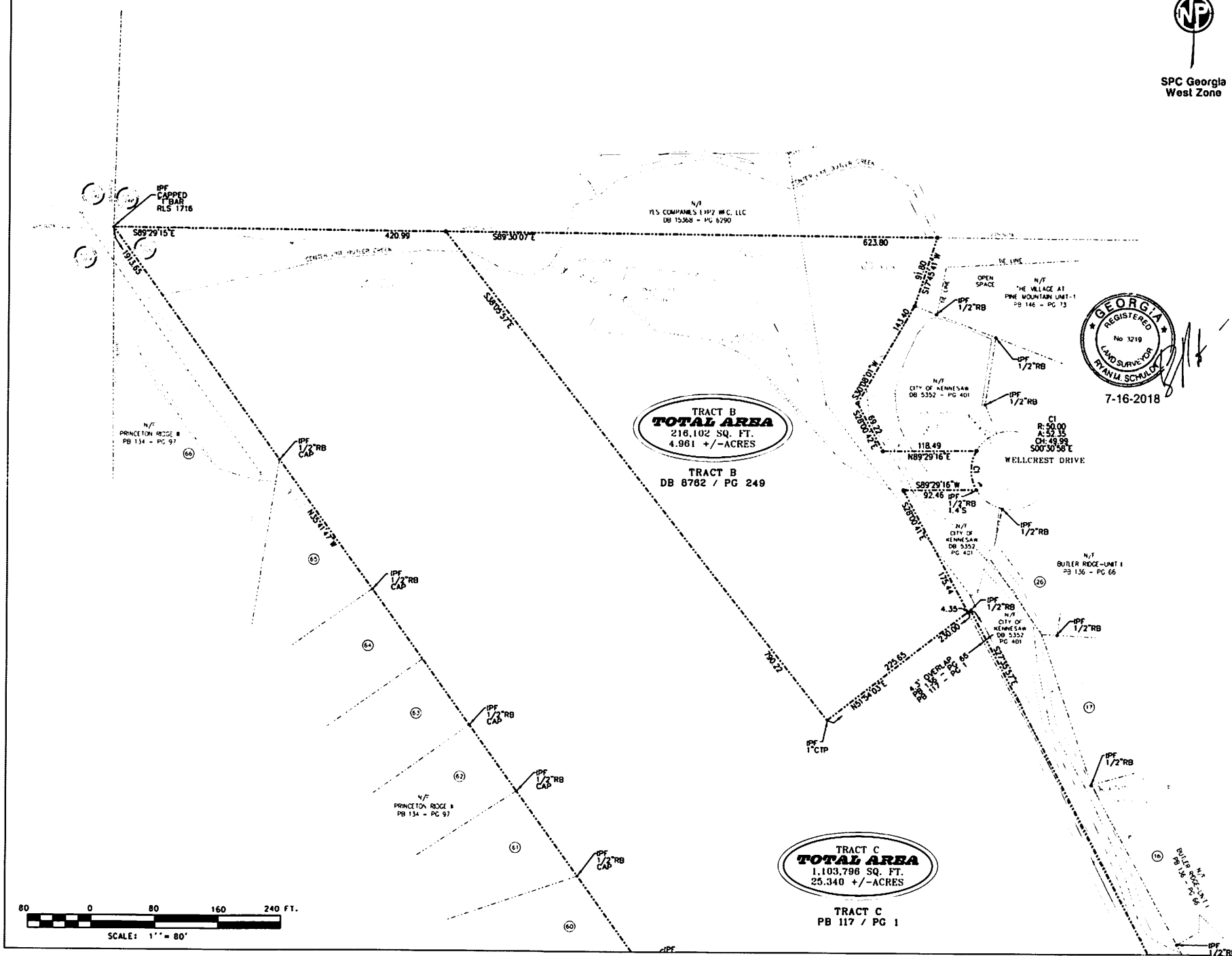
607 WINDLEY DRIVE
KENNESAW, GEORGIA 30142
PHONE (770) 365-5129
FAX (770) 365-5129
WWW.NP.LANDSURVEYING.COM

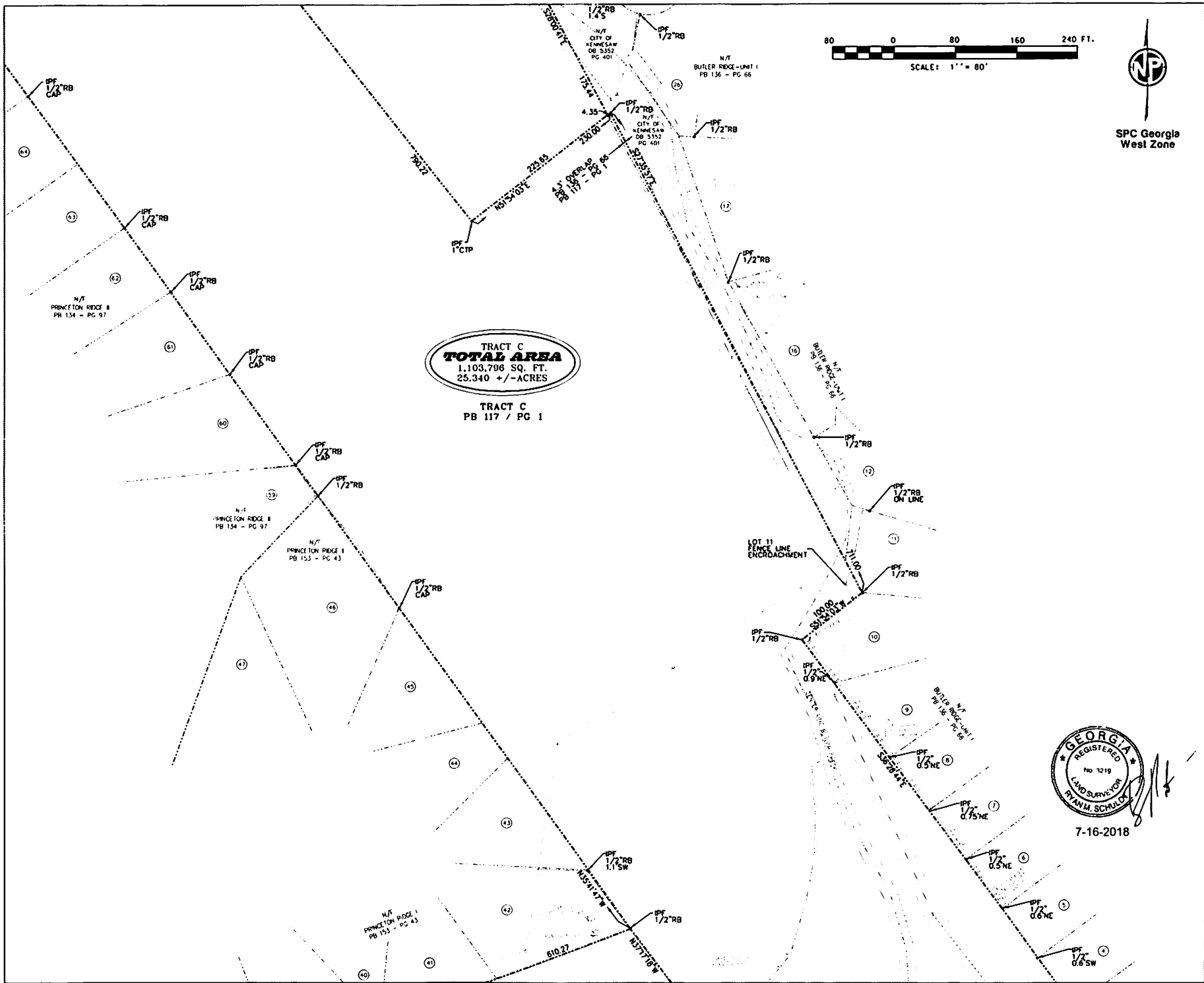


4003, 4035 & 666 PINE MOUNTAIN ROAD
LOCATED IN L.L. 163
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GA

ALTA SURVEY
FOR
VENTURE HOMES, INC
CHICAGO TITLE
INSURANCE COMPANY

DATE	7/11/2018
PROJECT NO.	131-18
SCALE	1" = 80'
DRAWN BY	GUY BRIMLEY
CHECKED BY	RYAN SCHULZ
FIELD CREW	BONGARIUS MAXWELL JASON MURPHY
ISSUING AUTHORITY	2018/031-18/031-18000
SHEET	2 OF 4





NORTHPOINT
LAND SURVEYING
827 WYATT DRIVE
KENNESAW, GEORGIA 30142
PHONE: 770-435-1111
FAX: 770-435-1112
EMAIL: info@northpointga.com
WWW.NP.LANDSURVEYING.COM

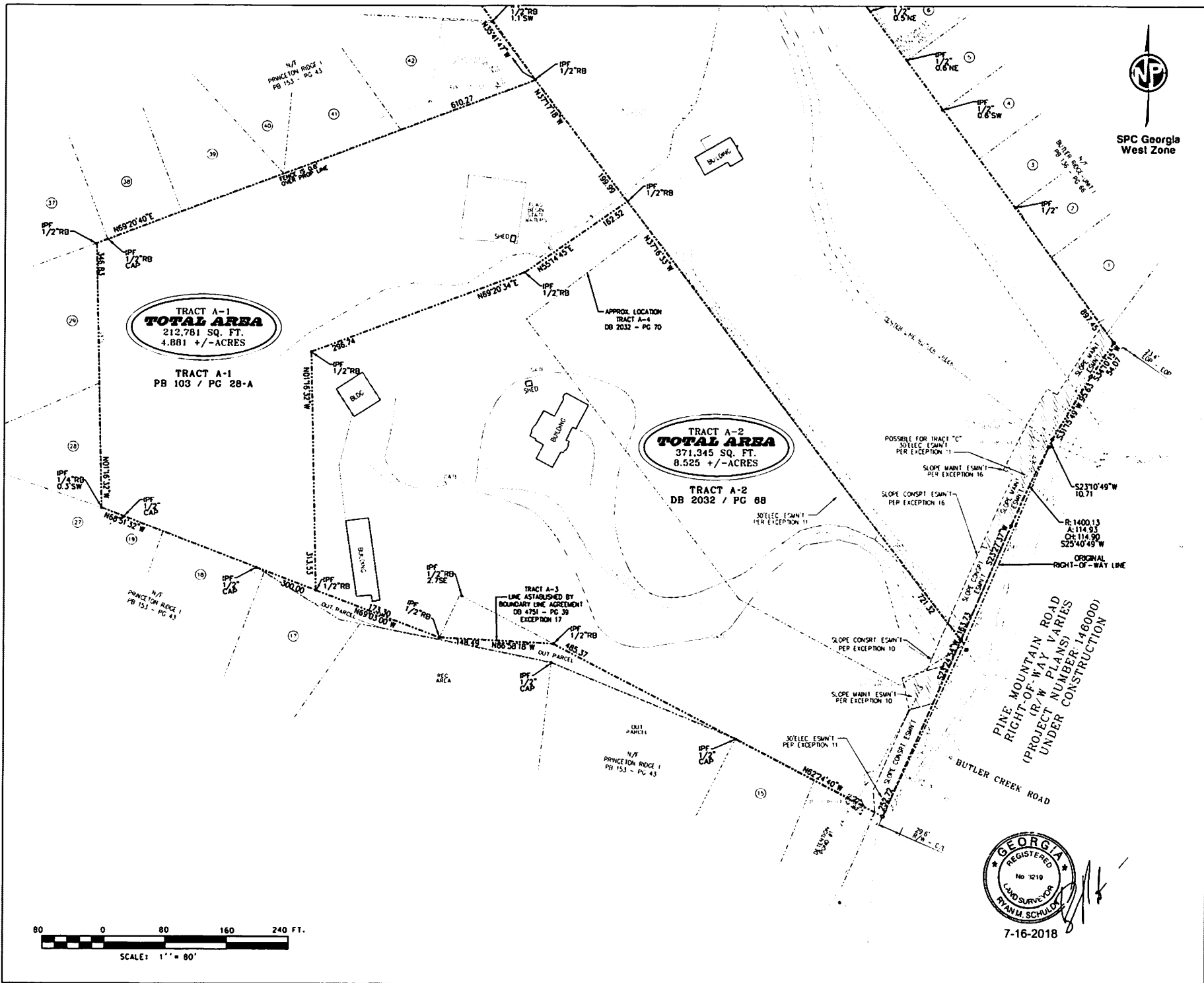


4003, 4005 & 666 PINE MOUNTAIN ROAD
LOCATED IN L.L. 165
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GA.

ALTA SURVEY
FOR
VENTURE HOMES INC
CHICAGO TITLE
INSURANCE COMPANY



DATE	7-11-2018
PROJECT NO.	1031-18
SCALE	1" = 80'
DRAWN BY	GUY BRINKLEY
CHECKED BY	RYAN SCHULZ
FIELD CREW	DOUGLAS MAXWELL JASON HULST
DRAWING PATH	2018/231-18/031-18/03
SHEET	3 OF 4



NORTHPOINT
LAND SURVEYING

827 WILKINSON DRIVE
SUITE 100
PHENIX, ARIZONA 85068
PHONE (770) 395-2200
EMAIL: NS@NorthPointSurvey.com
WWW.NorthPointSurvey.com

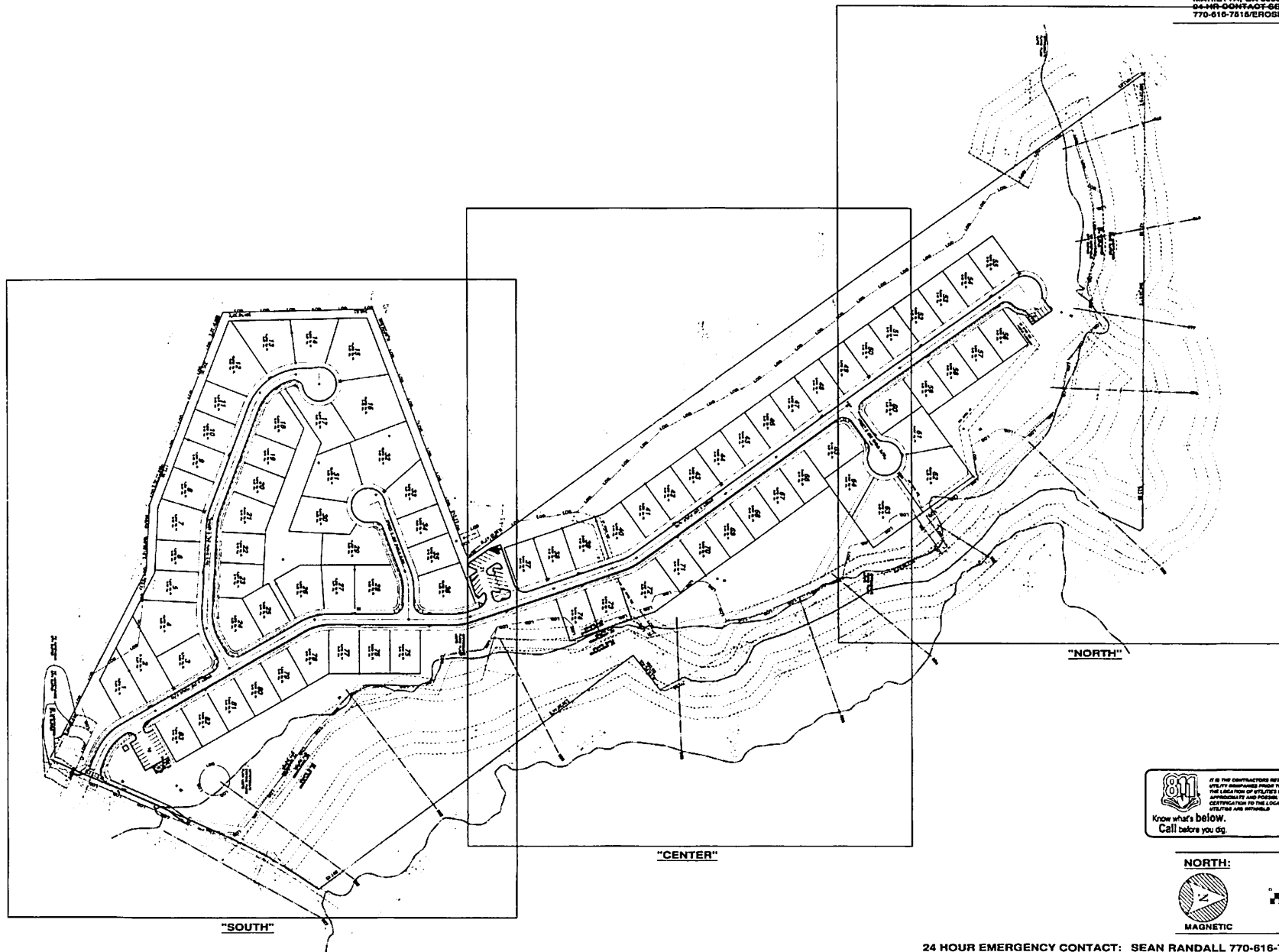
4003, 4005 & 666 PINE MOUNTAIN ROAD
LOCATED IN L.L. 165
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GA

ALTA SURVEY FOR
VENTURE HOMES, INC
CHICAGO TITLE
INSURANCE COMPANY

GEORGIA
REGISTERED
LAND SURVEYOR
No. 1210
RYAN M. SCHULZ

7-16-2018

DATE	7/13/2018
PROJECT NO.	146000
SCALE	1" = 80'
DRAWN BY	RYAN SCHULZ
CHECKED BY	RYAN SCHULZ
FIELD CREW	WILLIAM M. MAXWELL JASON HILSEY
PLATTED DATE	2018/03/11 - 18/03/11 - 18/03/11
SHEET	4 OF 4



PRIMARY PERMITTEE:
 VENTURE HOMES, INC.
 448 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 24-HR-CONTACT SEAN RANDALL
 770-616-7515/EROSION CERT.# 37109

DATE
 7/26/2018

PINE MOUNTAIN PARK
 CITY OF KENNESAW
 COBB COUNTY, GEORGIA
 LAND LOT: 165
 DISTRICT: 20TH

BH&D JOB#: 17014 BH&D FILE NAME: 17014-PRJ1

BH Engineering, Inc.

280 HERITAGE WALK
 WOODSTOCK, GEORGIA 30186
 PHONE: (878) 887-1876 (MICHAEL HENDERSON)
 EMAIL: MHENDERSON@BHENG.COM

SUBMITTALS
 1. 1/1/2018/17014-PRJ1

REVISIONS

GETBACKS
 ZONING: PUD-R
 FRONT SIDE REAR
 15' 5'11" 15'
 BUFFER:
 SEE PLAN



SHEET:
C-030

811
 IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT
 UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS
 THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS
 APPROXIMATE AND POSSIBLY INCOMPLETE. RESPONSE
 CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND
 UTILITIES ARE OBTAINABLE
 Know what's below.
 Call before you dig.



SCALE:



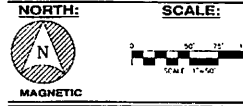
24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515

ISSUED FOR CONSTRUCTION

EXISTING SEWER MUST REMAIN IN SERVICE UNTIL PROPOSED NEW LINE IS INSTALLED AND ACCEPTED BY INSPECTION.

ALL AREAS OUTSIDE THE PUBLIC RIGHT OF WAY AND NOT PART OF A LOT, INCLUDING PARKING, DRIVEWAYS, ETC., ARE MAINTAINED BY HOA/PROPERTY OWNER.

PRIMARY PERMITTEE:
VENTURE HOMES, INC.
445 FRANKLIN GATEWAY
MARIETTA, GA 30067
24-HR CONTACT SEAN RANDALL
770-616-7515/EROSION CERT. # 37109



DATE
8/1/2018

PINE MOUNTAIN PARK
CITY OF KENNESAW
COBB COUNTY, GEORGIA
LAND LOT: 165
DISTRICT: 20TH

BHAD FILE NAME: 17014-PRJ1

RH Engineering, Inc.
280 HERITAGE WALK
WOODSTOCK, GEORGIA 30185
PHONE: (770) 887-1978 (MICHAEL HENDERSON)
EMAIL: MHENDERSON@RHENG.COM

SUBMITTALS
8/16/2018 - KENNESAW CITY

REVISIONS

SETBACKS
ZONING: PUD-R
FRONT SIDE REAR
15' 5' 15'
BUFFERS:
SEE PLAN

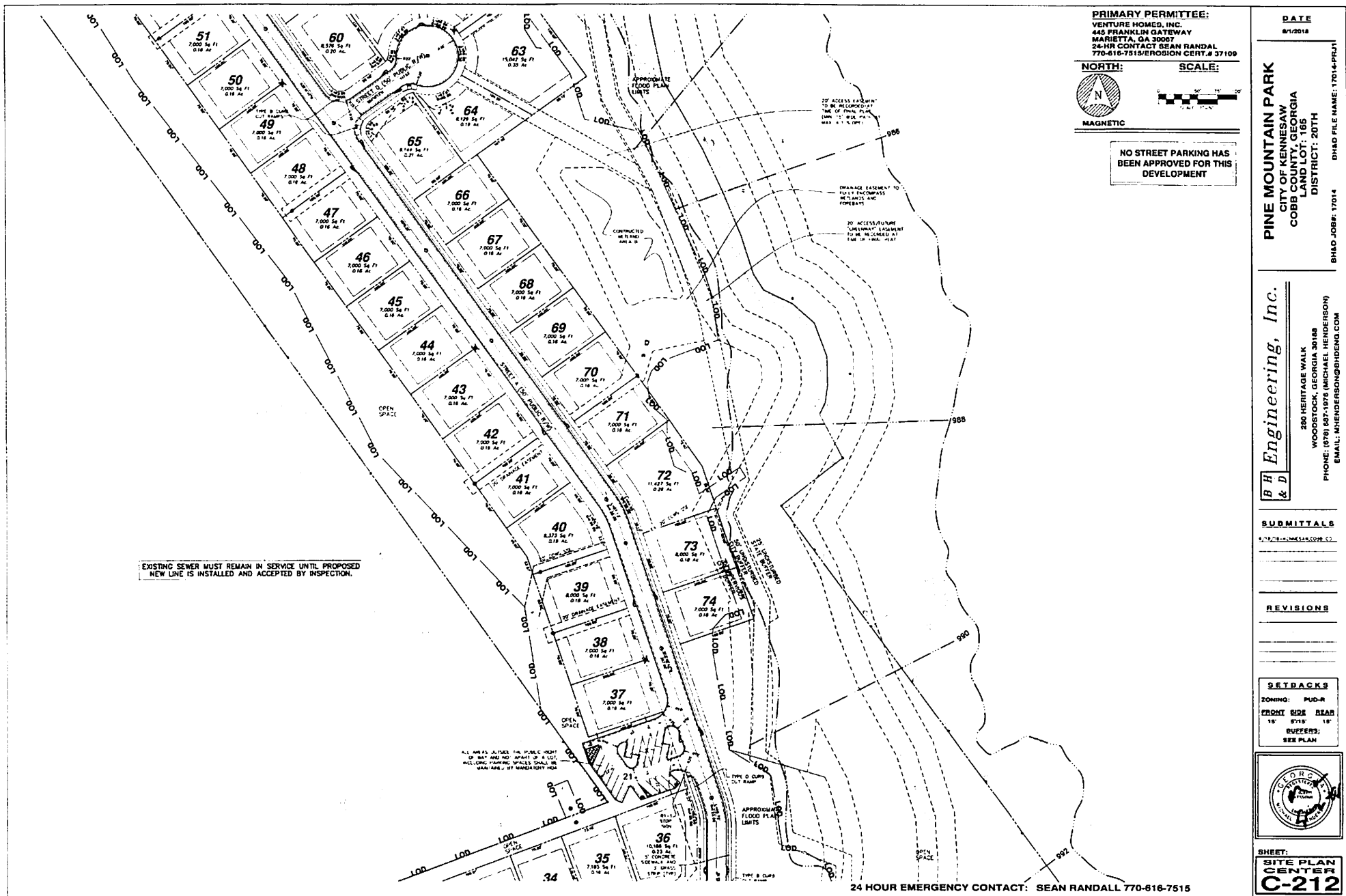


SHEET:
SITE PLAN
SOUTH
C-211

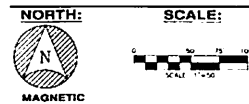
ISSUED FOR CONSTRUCTION



24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515



PRIMARY PERMITTEE:
VENTURE HOMES, INC.
 445 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 24-HR CONTACT SEAN RANDALL
 770-616-7515/EROSION CERT. # 37109



NO STREET PARKING HAS
 BEEN APPROVED FOR THIS
 DEVELOPMENT

DATE
 8/1/2018

PINE MOUNTAIN PARK
 CITY OF KENNESAW
 COBB COUNTY, GEORGIA
 LAND LOT: 165
 DISTRICT: 20TH

BH&D JOB#: 17014 BH&D FILE NAME: 17014-PRJ1

BH Engineering, Inc.

280 HERITAGE WALK
 WOODSTOCK, GEORGIA 30188
 PHONE: (770) 967-1875 (MICHAEL HENDERSON)
 EMAIL: MHENDERSON@BHENG.COM

SUBMITTALS

5/15/18 - FRANKLIN GATEWAY CO.

REVISIONS

NO.	DATE	DESCRIPTION
1	8/1/18	ISSUED FOR CONSTRUCTION

SETBACKS

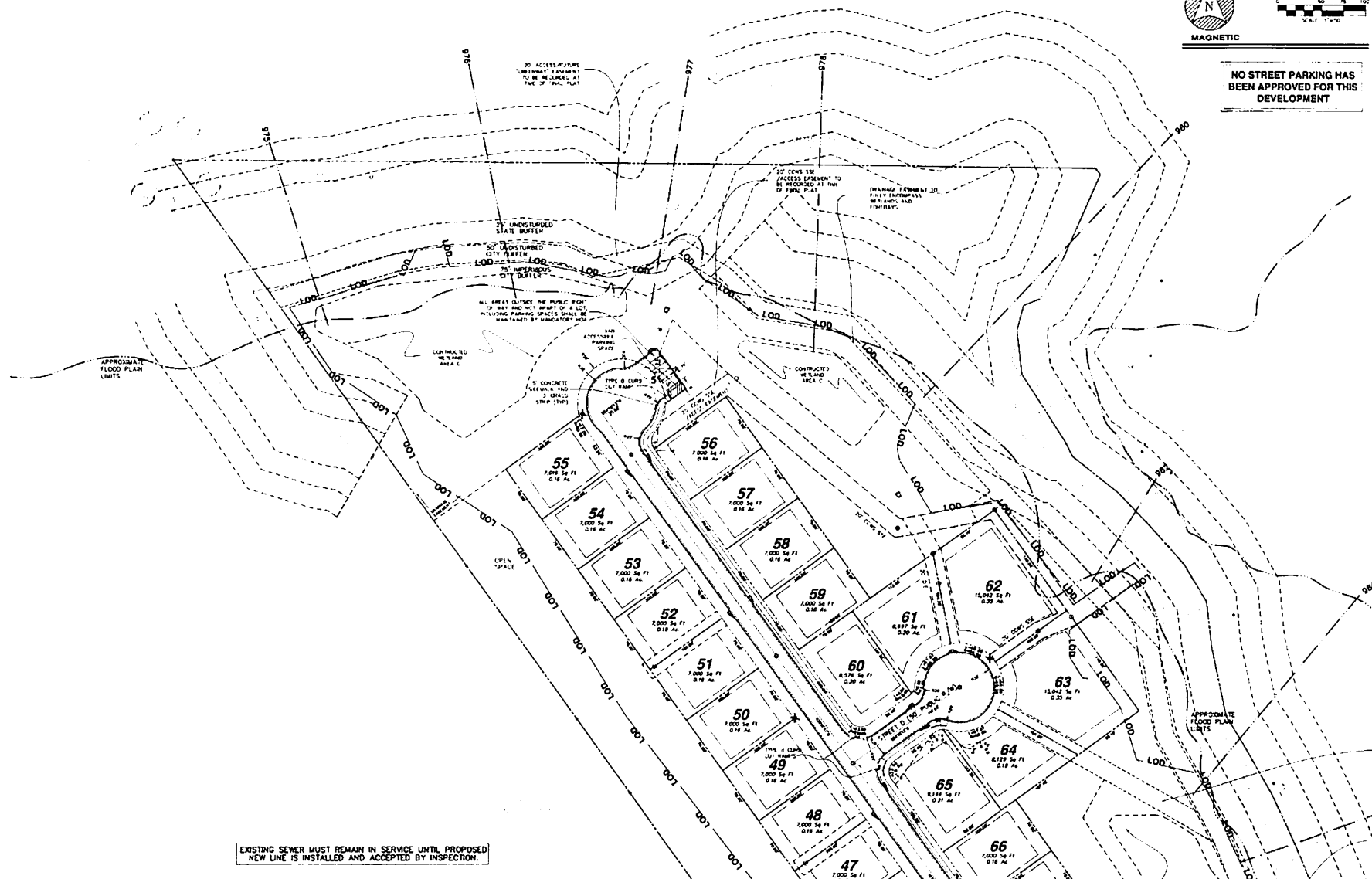
ZONING: PUD-R
 FRONT SIDE REAR
 15' 0' 15'
 BUFFERS:
 SEE PLAN

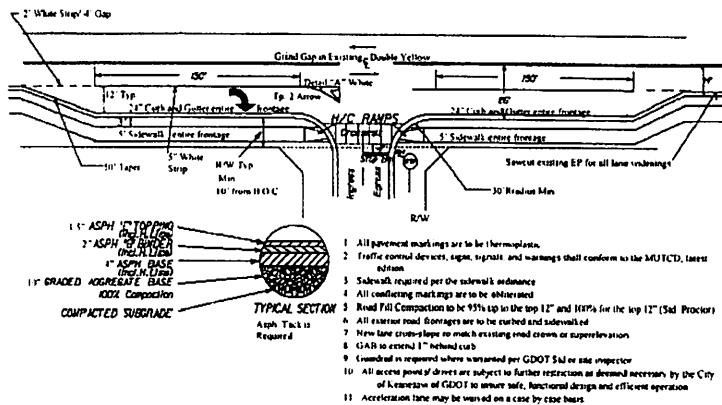


SHEET:
SITE PLAN
NORTH
C-213

24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515

EXISTING SEWER MUST REMAIN IN SERVICE UNTIL PROPOSED
 NEW LINE IS INSTALLED AND ACCEPTED BY INSPECTION.





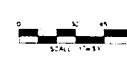
TYPICAL SECTION ACCELERATION AND DECELERATION LANES

Detail 401A

Figure Number 401A



SCALE:



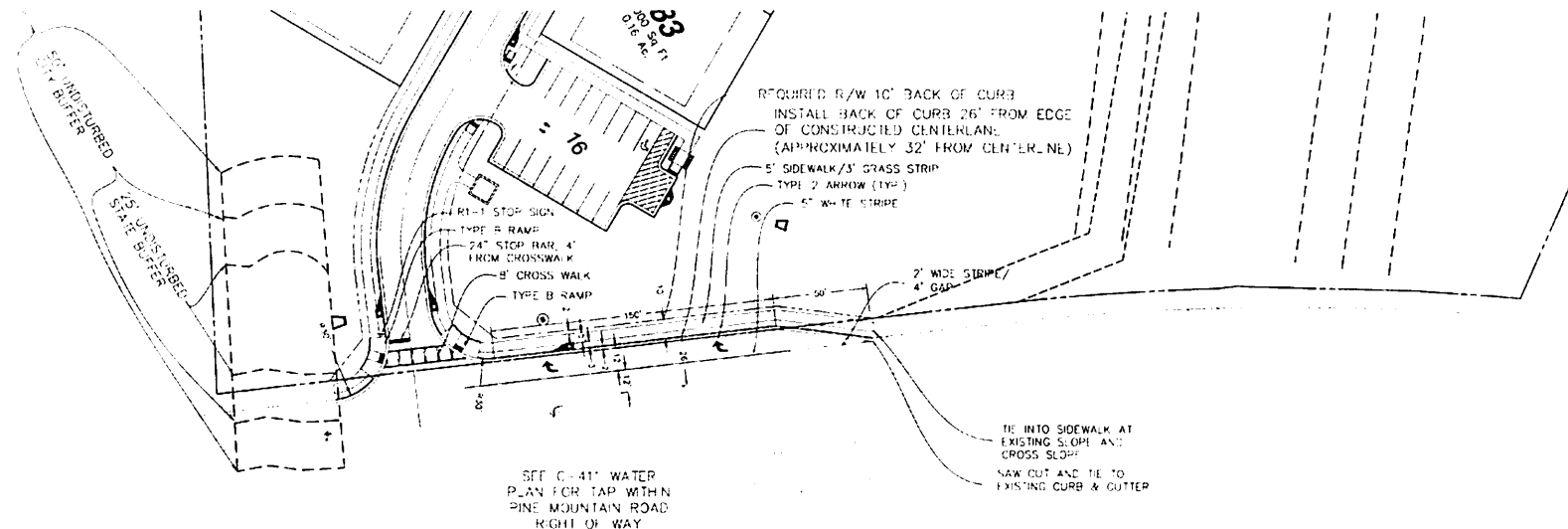
PRIMARY PERMITTEE:
VENTURE HOMES, INC.
645 FRANKLIN GATEWAY
MARIETTA, GA 30067
24-HR CONTACT SEAN RANDALL
770-616-7515/EROSION CERT.# 37109

DATE
8/1/2018

PINE MOUNTAIN PARK
CITY OF KENNESAW
COBB COUNTY, GEORGIA
LAND LOT: 165
DISTRICT: 20TH

BHAD JOB#: 17014 BHAD FILE NAME: 17014-PRJ1

****PINE MOUNTAIN ROAD RENOVATION IS CURRENTLY UNDER CONSTRUCTION. THESE PLANS WERE COORDINATED WITH DESIGN PLANS PROVIDED BY CITY OF KENNESAW- CONTRACTOR TO FIELD VERIFY INFORMATION BEFORE COMMENCEMENT OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY OF PINE MOUNTAIN ROAD TO CONFIRM AS-BUILT CONDITIONS AND THAT PROPOSED DESIGN PLANS MATCH FIELD CONDITIONS. IF ANY DISCREPANCIES ARISE THE ENGINEER SHALL BE NOTIFIED FOR COORDINATION.**



24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515

BH Engineering, Inc.

200 HERITAGE WALK
WOODSTOCK, GEORGIA 30185
PHONE: (678) 687-1976 (MICHAEL HENDERSON)
EMAIL: MHENDERSON@BHENG.COM

SUBMITTALS

5/15/18: KENNESAW/CITY OF

REVISIONS

SETBACKS

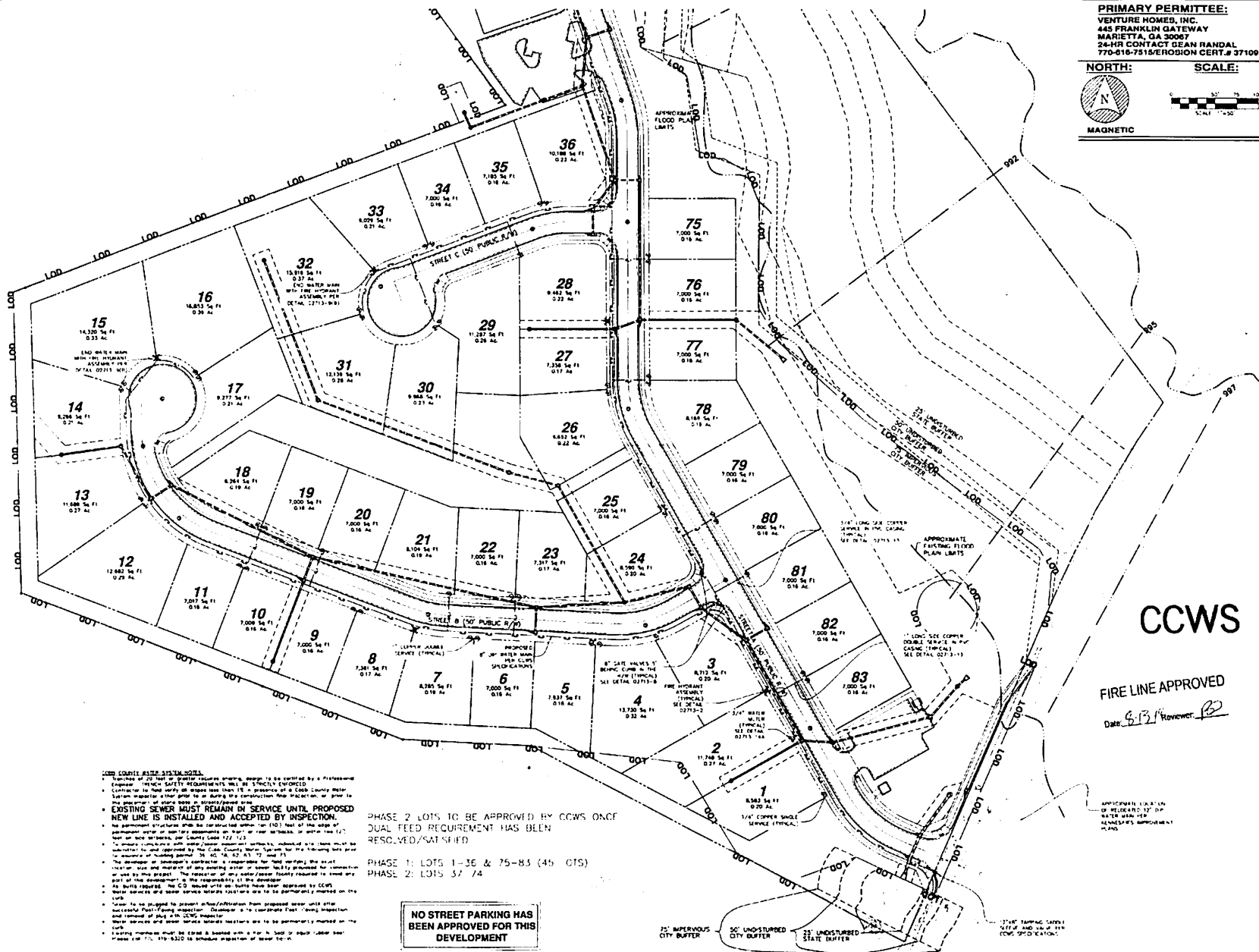
ZONING: PUD-R
FRONT SIDE REAR
15' 0' 15'
SUPPORT:
SEE PLAN



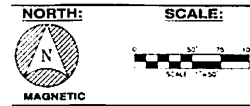
SHEET:

PINE MOUNTAIN ROAD
PLAN
C-232

ISSUED FOR CONSTRUCTION



PRIMARY PERMITTEE:
 VENTURE HOMES, INC.
 445 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 24-HR CONTACT: SEAN RANDALL
 770-616-7515/EROSION CERT. # 37100



DATE
 8/1/2018

PINE MOUNTAIN PARK
 CITY OF KENNESAW
 COBB COUNTY, GEORGIA
 LAND LOT: 165
 DISTRICT: 20TH

BH&D JOB#: 17014 BH&D FILE NAME: 17014-PRJ1

BH Engineering, Inc.
 280 HERITAGE WALK
 WOODSTOCK, GEORGIA 30185
 PHONE: (878) 637-1975 (MICHAEL HENDERSON)
 EMAIL: MHENDERSON@BHENG.COM

SUBMITTALS
 8/1/2018: HENDERSON@BHENG.COM

REVISIONS

RETRACKS
 ZONING: PUD-R
 FRONT SIDE REAR
 15' 15' 15'
 BUFFER:
 SEE PLAN



SHEET:
 WATER PLAN
 SOUTH
C-411

ISSUED FOR CONSTRUCTION



PRIMARY PERMITTEE:
VENTURE HOMES, INC.
 445 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 24-HR CONTACT DEAN RANDALL
 770-616-7515/EROSION CERT.# 37109

NORTH:
SCALE:

MAGNETIC

- USED SOON AFTER SYSTEM WELLS.
- Erosion of 20 feet or greater requires grading, design to be certified by a Professional Engineer. EROSION SAFETY REQUIREMENTS WILL BE STRICTLY ENFORCED.
 - Contractor to hold every all slopes less than 1:1 in presence of a Cobb County Inspector. Erosion control measures shall be in place prior to construction. New erosion, or prior to the placement of final base in street/roadway.
 - EXISTING SEWER MUST REMAIN IN SERVICE UNTIL PROPOSED NEW LINE IS INSTALLED AND ACCEPTED BY INSPECTION.
 - No permanent structures shall be constructed within 10' feet of the edge of easement area or within easement area until approved by the Cobb County Inspector.
 - To ensure compliance with water/sewer easement, applicant, contractor to submit to and approved by the Cobb County Water System for the following lots prior to issuance of building permit: 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74.
 - The developer or contractor is responsible for holding the easement until the project is complete. The contractor of any water/sewer facility required to build any part of this development, is the responsibility of the developer.
 - ALL BUILDINGS, PER C.O. MUST BE BUILT ON LOTS THAT HAVE BEEN APPROVED BY CCWS. Water services and sewer services water/sewer lines to be permanently marked on the site.
 - Erosion to be stopped to prevent erosion/collapse from proposed sewer until after successful final 100% inspection. Developer to coordinate final 100% inspection and removal of final 100% inspection.
 - Water services and sewer to be marked on site to be permanently marked on the site.
 - Erosion protection must be in place to prevent erosion of 20' or more. Erosion control measures shall be strictly enforced. Erosion control measures shall be strictly enforced.

PHASE 2 LOTS TO BE APPROVED BY CCWS ONCE DUAL FEED REQUIREMENT HAS BEEN RESOLVED/SATISFIED

PHASE 1 LOTS 35-40 & 73-74 (41' ONLY)
 PHASE 2 LOTS 41-72

FIRE LINE APPROVED
 Date: 6/1/18 Reviewer:

CCWS

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT

24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515

DATE
8/1/2018

PINE MOUNTAIN PARK
 CITY OF KENNESAW
 COBB COUNTY, GEORGIA
 LAND LOT: 165
 DISTRICT: 20TH

BH&D JOB#: 17014 SHAD FILE NAME: 17014-PRJ1

BH Engineering, Inc.
 200 HERITAGE WALK
 WOODSTOCK, GEORGIA 30188
 PHONE: (770) 687-1976 (MICHAEL HENDERSON)
 EMAIL: MHENDERSON@BHENG.COM

SUBMITTALS
 6/16/18 MARIETTA/CITY

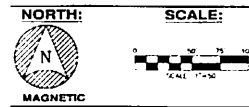
REVISIONS

SETBACKS
 ZONING: PUD-R
 FRONT: SIDE REAR: 15'
 YET: 15'
 SUEBERS: SEE PLAN

SHEET:
WATER PLAN
C-412

ISSUED FOR CONSTRUCTION

PRIMARY PERMITTEE:
VENTURE HOMES, INC.
 445 FRANKLIN GATEWAY
 MARIETTA, GA 30067
 24-HR CONTACT SEAN RANDALL
 770-616-7515/EROSION CERT.# 37109



DATE
 8/1/2018

PINE MOUNTAIN PARK
 CITY OF KENNESAW
 COBB COUNTY, GEORGIA
 LAND LOT: 165
 DISTRICT: 20TH

SHAD FILE NAME: 17014.PJT1
 SHAD JOB#: 17014

B & D Engineering, Inc.

280 HERITAGE WALK
 WOODSTOCK, GEORGIA 30188
 PHONE: (770) 887-1876 (MICHAEL HENDERSON)
 EMAIL: MHENDERSON@BDENG.COM

SUBMITTALS
 4/16/18-KENNESAW.COMB.CO

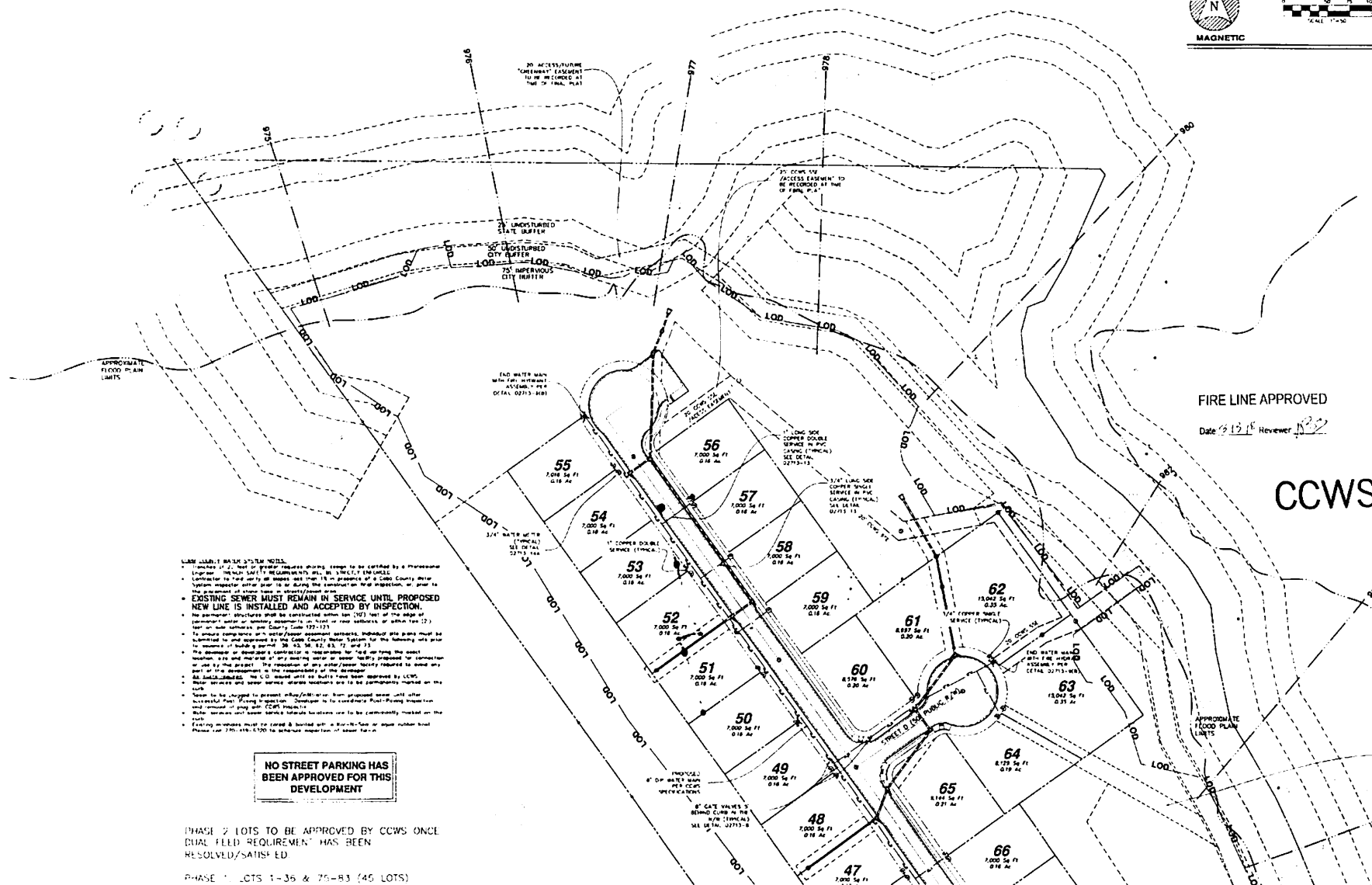
REVISIONS

SETBACKS
 ZONING: PUD-R
 FRONT: SIDE: REAR:
 15' 0'/15' 15'
 BUFFERS:
 SEE PLAN

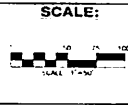


SHEET:
WATER PLAN
PORTION
C-413

ISSUED FOR CONSTRUCTION



PRIMARY PERMITTEE:
VENTURE HOMES, INC.
445 FRANKLIN GATEWAY
MARIETTA, GA 30067
24-HR CONTACT SEAN RANDALL
770-616-7515/EROSION CERT. # 37109



DATE
8/1/2018

PINE MOUNTAIN PARK
CITY OF KENNESAW
COBB COUNTY, GEORGIA
LAND LOT: 165
DISTRICT: 20TH

SHAD JOB#: 17014 SHAD FILE NAME: 17014-PL1

BH Engineering, Inc.
280 HERITAGE WALK
WOODSTOCK, GEORGIA 30188
PHONE: (678) 687-1878 (MICHAEL HENDERSON)
EMAIL: MHENDERSON@BHENGINEERING.COM

SUBMITTALS
8/1/18/18 - KENNESAW CCWS

REVISIONS

SETBACKS
ZONING: PUD-R
FRONT SIDE REAR
15' 0" 15' 0" 15' 0"
BUTTER:
SEE PLAN



SHEET:
SEWER PLAN
NORTH
C-433

24 HOUR EMERGENCY CONTACT: SEAN RANDALL 770-616-7515

ISSUED FOR CONSTRUCTION

- COBB COUNTY WATER SYSTEM ACTS:
- 1. Location of all water/sewer lines shall be certified by a Professional Engineer - "SEWER SAFETY REQUIRED" as per STRUCTURE EROSION CONTROL ACT.
 - 2. Construction of new water/sewer lines shall be done in accordance with the Cobb County Water System Act and shall be done in accordance with the Cobb County Water System Act.
 - 3. EXISTING SEWER MUST REMAIN IN SERVICE UNTIL PROPOSED NEW LINE IS INSTALLED AND ACCEPTED BY INSPECTION.
 - 4. The proposed structure shall be constructed at least 10' (10') feet of the edge of the property line.
 - 5. To ensure compliance with water/sewer easement conditions, individual site plans must be submitted to and approved by the Cobb County Water System for the following area prior to issuance of building permit: 78, 102, 106, 108, 110, 112, 114, and 116.
 - 6. The developer or designer is responsible for the design of the sewer system, and any material of any existing sewer or sewer facility proposed for construction or use by this project. The location of any water/sewer facility proposed to cross any easement or other right-of-way shall be shown on the plan.
 - 7. All water/sewer lines shall be constructed in accordance with the Cobb County Water System Act and shall be done in accordance with the Cobb County Water System Act.
 - 8. Sewer to be plugged to prevent infiltration from proposed sewer or to other sewerage plant. Plugging inspection. Developer is to coordinate Plugging inspection and removal of plug with CCWS inspector.
 - 9. Water service and sewer service to be shown on the plan. Sewer to be permanently marked on the curb.
 - 10. EROSION CONTROL: EROSION CONTROL MEASURES SHALL BE PERMANENTLY MARKED ON THE CURB.
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▲ TO ENSURE COMPLIANCE WITH WATER/SEWER EASEMENT SETBACKS, INDIVIDUAL SITE PLANS MUST BE SUBMITTED TO THE COBB COUNTY WATER SYSTEM FOR THE FOLLOWING LOTS: 39, 40, 56, 62, 63, 72, 73

Rebecca Keaton
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Record and Return to:

Weissman PC
5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File Number: CC104-18-0086

12th

For official use by Clerk's office only

STATE OF GEORGIA)

COUNTY OF FULTON)

QUIT CLAIM DEED

THIS INDENTURE, made this 13th day of July, 2018 between **Marcus N. Turner, III** and **Denise H. Turner** as party or parties of the first part, hereinafter called Grantor, and **BEAZER GAIN, 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 ONE AND NO/100 DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following property, to-wit:

SEE THE ATTACHED EXHIBIT "A" MADE A PART HEREOF BY REFERENCE.

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

TO HAVE AND TO HOLD the said described premises unto the 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 date and year above written.

Signed, sealed and delivered
in the presence of:

Michael O. Ben
Unofficial Witness

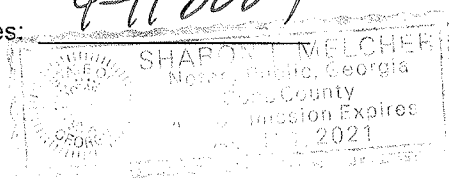
[Signature]
Notary Public

My commission expires:

(Notary Seal)

Deed (Quit Claim)

Marcus N. Turner, III (Seal)
Marcus N. Turner, III
Denise H. Turner (Seal)
Denise H. Turner



CC104-18-0086

Exhibit A

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF LAND LOT 165, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA AS PER SURVEY FOR TITLE RESOURCES COMPANY AND BEAZER GAIN, LLC PREPARED BY NORTH POINT LAND SURVEYING, RYAN SCHULDT, GLRS #3219, DATED JULY 13, 2018 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a "T"BAR CAPPED (RLS 1716) AT THE NORTHWESTERLY LAND LOT CORNER OF LAND LOT 165 BEING THE COMMON LAND LOT CORNER OF LAND LOTS 140, 141, 164, AND 165; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED CONTINUING ALONG THE NORTHERLY LAND LOT LINE OF LAND LOT 165 THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 29 MINUTES 15 SECONDS EAST A DISTANCE OF 420.99 FEET TO A POINT; SOUTH 89 DEGREES 30 MINUTES 07 SECONDS EAST A DISTANCE OF 623.80 FEET TO A POINT; THENCE LEAVING THE SAID LAND LOT LINE OF LAND LOT 165 SOUTH 17 DEGREES 45 MINUTES 41 SECONDS WEST A DISTANCE OF 91.80 FEET TO A POINT; THENCE SOUTH 30 DEGREES 08 MINUTES 01 SECONDS WEST A DISTANCE OF 143.40 FEET TO A POINT; THENCE SOUTH 28 DEGREES 00 MINUTES 42 SECONDS EAST A DISTANCE OF 69.22 FEET TO A POINT; SOUTH 89 DEGREES 29 MINUTES 16 SECONDS EAST A DISTANCE OF 118.49 FEET TO A POINT AT THE RIGHT OF WAY OF WELLCREST DRIVE HAVING A 50' RIGHT OF WAY; THENCE CONTINUING ALONG THE SAID RIGHT OF WAY OF HILLCREST DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 52.35 FEET, BEING SUBSTENDED BY A CHORD OF SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST A DISTANCE OF 59.99 FEET TO A 1/2" REBAR; THENCE LEAVING THE SAID RIGHT OF WAY OF WELLCREST DRIVE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST A DISTANCE OF 92.46 FEET TO A POINT; SOUTH 28 DEGREES 00 MINUTES 41 SECONDS EAST A DISTANCE OF 175.44 FEET TO A POINT; THENCE NORTH 51 DEGREES 54 MINUTES 03 SECONDS EAST A DISTANCE OF 4.35 FEET TO A 1/2" REBAR; THENCE SOUTH 27 DEGREES 35 MINUTES 57 SECONDS EAST A DISTANCE OF 711.00 FEET TO A 1/2" REBAR; THENCE SOUTH 51 DEGREES 54 MINUTES 03 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 1/2" REBAR; THENCE SOUTH 36 DEGREES 28 MINUTES 44 SECONDS EAST A DISTANCE OF 897.45 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF PINE MOUNTAIN ROAD HAVING VARIABLE WIDTH RIGHT OF WAY; THENCE ALONG THE SAID RIGHT OF WAY OF PINE MOUNTAIN ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 34 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 54.07 FEET TO A POINT; SOUTH 31 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 95.63 FEET TO A POINT; SOUTH 23 DEGREES 10 MINUTES 49 SECONDS WEST A DISTANCE OF 10.71 FEET TO A POINT; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1400.13 FEET, AND ARC LENGTH OF 114.93 FEET, BEING SUBSTENDED BY A CHORD OF SOUTH 25 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 114.90 FEET TO A POINT; SOUTH 23 DEGREES 27 MINUTES 37 SECONDS WEST A DISTANCE OF 163.73 FEET TO A POINT; SOUTH 23 DEGREES 24 MINUTES 54 SECONDS WEST A DISTANCE OF 252.72 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT OF WAY OF PINE MOUNTAIN ROAD NORTH 62 DEGREES 24 MINUTES 40 SECONDS WEST A DISTANCE OF 485.37 FEET TO A 1/2" REBAR; THENCE NORTH 86 DEGREES 58 MINUTES 18 SECONDS WEST A DISTANCE OF 148.49 FEET TO A 1/2" REBAR; THENCE NORTH 69 DEGREES 03 MINUTES 00 SECONDS WEST A DISTANCE OF 173.30 FEET TO A 1/2" REBAR; THENCE NORTH 68 DEGREES 51 MINUTES 32 SECONDS WEST A DISTANCE OF 300.00 FEET TO A POINT SAID POINT BEING 0.30' FROM A 1/4" REBAR; THENCE NORTH 01 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 346.83 FEET TO A 1/2" REBAR; THENCE NORTH 69 DEGREES 20 MINUTES 40 SECONDS EAST A DISTANCE OF 610.27 FEET TO A 1/2" REBAR; THENCE NORTH 35 DEGREES 41 MINUTES 47 SECONDS WEST A DISTANCE OF 1913.65 FEET TO A "T"BAR CAPPED (RLS 1716) SAID "T"BAR BEING THE TRUE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 43.707 ACRES MORE OR LESS.

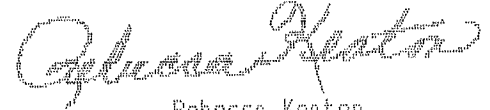
Record and return to:

Weissman PC

5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File Number: CC104-18-0088

Deed Book 15561 Pg 1665
Filed and Recorded Aug-07-2018 09:46am
2018-0101201
Real Estate Transfer Tax \$1,850.00
0332018017957



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

EXECUTOR'S DEED

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS INDENTURE, made this 13TH DAY OF JULY, 2018, between Carole Walker as Executrix of the last will and testament of **Lillian A. Reynolds** late of the State of Georgia and the County of Cobb, deceased, hereinafter called Grantor, and **BEAZER GAIN, LLC, a Delaware limited liability company**, as party or parties of the second part, hereafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, (acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in Court of Probate Cobb County, State of Georgia, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS 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 grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District, 2nd Second, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located at the northwest corner of Land Lot 165; thence running east along the north line of said Land Lot 421 feet to an iron pin; thence southeasterly 784 feet to an iron pin; thence northeasterly, forming an exterior angle of 90 degrees 230 feet to an iron pin; thence southeasterly, forming an interior angle of 79 degrees 30 minutes 711 feet to an iron pin; thence southwesterly, forming an interior angle of 100 degrees 30 minutes 100 feet to an iron pin; thence southeasterly, forming an exterior angle of 90 degrees 900 feet to an iron pin on the northwesterly side of Pine Mountain Road; thence southwesterly along the northwesterly side of Pine Mountain Road 441.5 feet to an iron pin; thence northwesterly 2,757 feet to the northwest corner of Land Lot 165 and the point of beginning.

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 behoof of the said Grantees, forever IN FEE SIMPLE; in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

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

Signed, sealed and delivered
in the presence of:

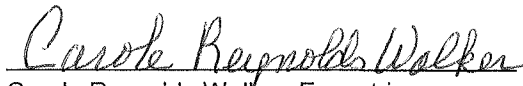
Carole Reynolds Walker, as Executrix of the Estate of Lillian
A. Reynolds

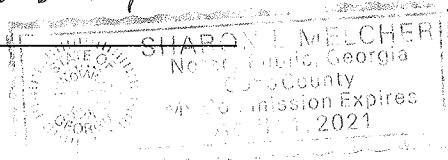
Unofficial Witness

Notary Public

My commission expires:

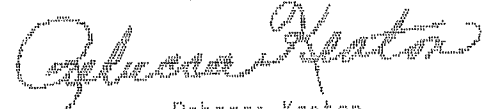
Deed (Limited Warranty)

 (Seal)
Carole Reynolds Walker, Executrix



CC104-18-0088

Deed Book 15561 Pg 1681
Filed and Recorded Aug-07-2018 09:46am
2018-0101209
Real Estate Transfer Tax \$75.00
0332018017953



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Record and Return to:

Weissman PC
5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File No.: CC104-18-0086

14

**LIMITED
WARRANTY DEED**

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS INDENTURE, made this 13th day of July, 2018, between **Marcus N. Turner, III Denise H. Turner**, as party or parties of the first part, hereinunder called Grantor, and **BEAZER GAIN, LLC**, a Delaware limited liability company (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 DOLLARS AND NO/100 (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

See Exhibit "A" attached hereto.

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through and the above named grantor.

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

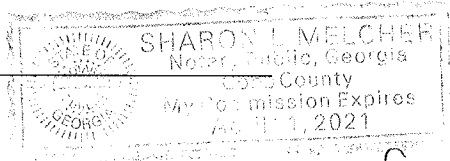
Signed, sealed and delivered
in the presence of:

Michaela Bandy
Unofficial Witness

[Signature]
Notary Public

Marcus N. Turner, III (Seal)
Marcus N. Turner, III

My Commission Expires:



Signed, sealed and delivered
in the presence of:

Michaela Bandy
Unofficial Witness

[Signature]
Notary Public

Denise H. Turner (Seal)
Denise H. Turner

My Commission Expires:

4-11-2021



EXHIBIT "A"

Legal Description

File No.: CC104-18-0086

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, LYING WITHIN LAND LOT 0165, IDENTIFIED AS TAX PARCEL 004 ON THE FIELD MAP OF THE COBB COUNTY TAX ASSESSOR, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LAND LOT 165 AND BEING THE CORNER OF LAND LOTS 141, 140, 165 AND 164, THENCE RUN EAST ALONG THE NORTH LAND LOT LINE OF LAND LOT 165 FOR A DISTANCE OF 421 FEET TO THE POINT OF BEGINNING THENCE CONTINUE TO RUN EAST ALONG THE NORTH LAND LOT LINE FOR A DISTANCE OF 623.8 FEET; THENCE RUN SOUTH 18 DEGREES, 41 MINUTES, 3 SECONDS WEST FOR A DISTANCE OF 91.8 FEET; THENCE RUN SOUTHWESTERLY FOR A DISTANCE OF 143 FEET; THENCE RUN SOUTHEASTERLY FOR A DISTANCE OF 69.22 FEET; THENCE RUN EASTERLY FOR A DISTANCE OF 118.49 FEET TO A POINT ON THE WESTSIDE OF WELLCREST DRIVE; THENCE RUN SOUTHERLY ALONG THE RIGHT OF WAY OF WELLCREST DRIVE FOR A DISTANCE OF 50 FEET; THENCE RUN WESTERLY FOR A DISTANCE OF 100 FEET; THENCE RUN SOUTHWESTERLY FOR A DISTANCE OF 150 FEET MORE OR LESS; THENCE RUN SOUTH 52 DEGREES, 29 MINUTES, 28 SECONDS WEST FOR A DISTANCE OF 225.36 FEET; THENCE RUN NORTH 37 DEGREES, 13 MINUTES, 3 SECONDS WEST FOR A DISTANCE OF 790.35 FEET AND THE POINT OF BEGINNING.

AFORESAID PROPERTY BEING RESIDENTIAL PROPERTY LOCATED ON WELLCREST DRIVE, ACCORDING TO COBB COUNTY TAX RECORDS. SAID PROPERTY BEING ALL THAT PROPERTY CONVEYED BY TAX DEED DATED MARCH 7, 1995, FILED MARCH 9, 1995 AT DEED BOOK 8762, PAGE 249, COBB COUNTY, GEORGIA RECORDS.

Deed Book 15561 Pg 1670
Filed and Recorded Aug-07-2018 09:46am
2018-0101204
Real Estate Transfer Tax \$0.00
0332018019768


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Record and Return to:

Weissman PC
5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File Number: CC104-18-0088

For official use by Clerk's office only

STATE OF GEORGIA)
COUNTY OF FULTON)

QUIT CLAIM DEED

THIS INDENTURE, made this 13th day of July, 2018 between **Scott Liddell Reynolds** as party or parties of the first part, hereinafter called Grantor, and **BEAZER GAIN, 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 ONE AND NO/100 DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following property, to-wit:

All that tract or parcel of land lying and being in Land Lot 165 of the 20th District, 2nd Second, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located at the northwest corner of Land Lot 165; thence running east along the north line of said Land Lot 421 feet to an iron pin; thence southeasterly 784 feet to an iron pin; thence northeasterly, forming an exterior angle of 90 degrees 230 feet to an iron pin; thence southeasterly, forming an interior angle of 79 degrees 30 minutes 711 feet to an iron pin; thence southwesterly, forming an interior angle of 100 degrees 30 minutes 100 feet to an iron pin; thence southeasterly, forming an exterior angle of 90 degrees 900 feet to an iron pin on the northwesterly side of Pine Mountain Road; thence southwesterly along the northwesterly side of Pine Mountain Road 441.5 feet to an iron pin; thence northwesterly 2,757 feet to the northwest corner of Land Lot 165 and the point of beginning.

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

TO HAVE AND TO HOLD the said described premises unto the 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 date and year above written.

Signed, sealed and delivered
in the presence of:

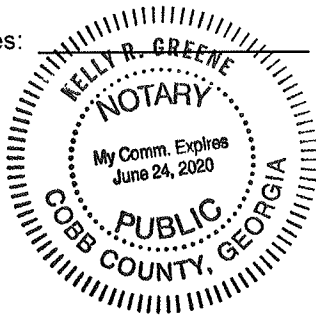
Hankina Bufkins
Unofficial Witness

Kelly R. Greene
Notary Public

Scott Liddell Reynolds (SEAL)
Scott Liddell Reynolds

My commission expires:

(Notary Seal)



**STATE OF GEORGIA
COBB COUNTY**

is given that Articles of Amendment which will change the name of Way Healthcare Services, Inc. to HealthCare Services, Inc. been delivered to the Secretary of State for filing in accordance with the Georgia (Business) Corporation Code. 7:12,19

**OFFICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

is given that Articles of Incorporation which incorporate Bassett Reed Associates have been delivered to the Secretary of State for filing in accordance with the Georgia (Business) Corporation Code. The initial registered office of the corporation is located at 6435 Queens Court Trace, Cobb County, Georgia 30127. Its initial registered agent of address is Jacquelyn Bassett. 7:12,19

**NOTICE OF INTENT TO
INCORPORATE
STATE OF GEORGIA
COBB COUNTY**

is given that Articles of Incorporation which will incorporate Emerald Hands Inc., have been delivered to the Secretary of State for filing in accordance with the Georgia Non-Profit Corporation Code. The initial registered office of the corporation will be located at 5411 Stirrup Way Powder Mill, Georgia 30127, and its initial registered agent at such address is Imani Hill. 7:12,19

**OFFICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

is hereby given that articles of incorporation that will incorporate Eldeiry Corporation have been delivered to the Secretary of State in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 2122 Circle Marietta Ga 30066 and its registered agent at such address is Eldeiry. 7:12,19

OFFICE OF INCORPORATION
is given that articles of incorporation which will incorporate CAP-LOVE CONTRACTORS, LLC delivered to the Secretary of State for filing in accordance with the Georgia Profit Corporate Code (14-3-202.1). The initial registered office of the corporate will be located at 3850 Canton Road, Suite 1110, Marietta, Georgia 30066. And its registered agent at such address is Caplove Business Services, Inc. 7:12,19

OFFICE OF INCORPORATION
is given that articles of incorporation which will incorporate RENOMEDIES, LLC will be delivered to the Secretary of State for filing in accordance with the Georgia Profit Corporate Code (O.C.G.A. 14-3-

8065

Planning Commission
**Z-4016
City of Kennesaw
Variance Request**

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration a stream-buffer encroachment variance request as submitted by Beazer Goin, Inc. Said request for variance as follows: Encroachment into the City's 75' and 50' stream buffer of Butler Creek for the development and construction of 83 single-family homes. Lying in Land Lot 165 Tax Parcels 5, 66, 75 and 4 of the 20th District, 2nd Section, Cobb County Georgia. Said meetings to be held before the Planning Commission at a meeting scheduled for August 07, 2019 at 7:00PM and the Mayor and Council will hold a public hearing on August 19, 2019, at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto. 7:19,26

Z-4020

COBB COUNTY-
ZONING HEARING AGENDA

Planning Commission-August 6, 2019
NOTE:The applicant/property owner (s), prior to hearing date, may withdraw petitions contained in this agenda; therefore, the Planning Commission will not consider those cases.

CONTINUED CASES

Z-71 POPE & LAND ENTERPRISES, INC. (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; and VKEP-T LLC, owners) requesting rezoning from R-20, RA-4, GC, O&I, and NS to RRC for the purpose of Mixed-Use Development in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the southwest corner of Chastain Road and Chastain Meadows Parkway, east of the I-575 off-ramp. (Continued by Staff from the November 6, 2018 and December 4, 2018 Planning Commission hearings until the February 5, 2019 Planning Commission hearing; Continued by Staff from the February 5, 2019 through June 4, 2019 Planning Commission hearings until the August 6, 2019 Planning Commission hearing).

Z-40 LARRY HERMAN (Larry Herman, owner) requesting rezoning from GC to LI for the purpose of warehouses in Land Lot 60 of the 16th District. Located on the west side of Canton Road, north of Jamerson Road (off a private drive/Cobb Cherokee Industrial Drive (4921 Canton Road)). (Continued by the Planning Commission from the June 4, 2019 and July 2, 2019 Planning Commission hearings until the August 6, 2019 Planning Commission hearing).

Z-43 EMBRY DEVELOPMENT COMPANY LLC (Estate of Edna Clara Thompson Morris and Deborah M. Osborne, owners) requesting rezoning from RM-12 and R-20 to RM-8 for the purpose of a townhome community in Land Lot 181 of the 17th District. Located on the southeast side of Cooper Lake Road, south of Vinings Lake Drive (32 and 34 Cooper Lake Road). (Continued by Staff from the June 4, 2019 and July 2, 2019 Planning Commission hearings until the August 6, 2019 Planning Commission hearing).

to the Regulatory Plan for the rezoning Form Based Code for Catherine Lawrence regarding property located at the northwest intersection of Fontaine Road and Carol Circle in Land Lot 35 of the 17th District.

NOTE:"Pursuant to the Official Code of Cobb County, Zoning Section 134-124 (b) the Cobb County Board of Commissioners is authorized to consider and may consider all constitutionally permissible zoning classification(s), including, but not limited to, intervening classification(s) and/or the classification(s) sought by the applicant".

The exact description of the property sought to be rezoned is on file in the office of the Cobb County Community Development, Zoning Division, 1150 Powder Springs Street, Suite 400, Marietta, Georgia 30064 and available for inspection by interested citizens between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Hearings on said petitions will be heard by the Cobb County Planning Commission at 9:00 a.m. on the prescribed hearing date. The public hearing will be held in the Second Floor Commissioners Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia, 30090.

Anyone wishing to attend this public hearing may do so and be heard relative thereto. Any person wishing to speak before the Planning Commission must file a contribution disclosure statement if, and only if, the monetary contribution was made within two (2) years immediately preceding the filing of the rezoning request and the contribution aggregates to a sum total of \$250.00 or more.

This disclosure statement must be submitted to the Zoning Division Office by mail to P. O. Box 649, Marietta, Georgia 30061 or in person at 1150 Powder Springs Street, Suite 400, Marietta, Georgia 30064 within five (5) days before the public hearing. Additionally, if you believe you need any special accommodations in order to attend these public hearings, please contact the County Clerks Office at 770-528-3307 no later than 48 hours before the date of the above meeting. 7:19

Z-4021

**COBB COUNTY BOARD OF ZONING
APPEALS**
VARIANCE HEARING AGENDA

August 14, 2019

CONTINUED AND HELD CASES

V-65 SUNTRUST (Mableton Plaza, LLC, owner) requesting a variance to 1) allow an accessory structure (proposed freestanding ATM) to be located in front of the principal building; 2) increase the maximum allowable impervious coverage from 70% to 76.4%; 3) reduce the minimum number of required parking spaces from 349 to 285; and 4) reduce the front setback for an accessory structure from 50 feet to 15 feet in Land Lots 38 and 39 of the 17th District. Located on the east side of Floyd Road, on the north side of Fontaine Road, south of Maran Lane, and on the west side of Montezuma Drive (5345 Floyd Road). (Held by the BZA from the July 10, 2019 BZA hearing until the August 14, 2019 BZA hearing).

REGULAR CASES-NEW BUSINESS

V-66 TOTAL IMAGING INC. (Fuel

**CITY OF MARIETTA
PUBLIC NOTICE OF REZONINGS,
SPECIAL LAND USE PERMITS**

The City of Marietta hereby gives notice that a public hearing will be held on the following by the Planning Commission on Tuesday, August 6th, 2019, 6:00 P.M., City Hall, for a recommendation to the City Council at their meeting on Wednesday, August 14th, 2019, 7:00 p.m., City Hall, for a final decision to be made.

Z2019-20 [SPECIAL LAND USE PERMIT] ATTAWAY RECYCLING, LLC (1341 OWENBY, LLC) are requesting a Special Land Use Permit for household trash/garbage hauling and storage of property located in Land Lot 926, District 16, Parcels 0340, 2nd Section, Marietta, Cobb County, Georgia and being known as 1341 Owenby Drive, currently zoned HI (Heavy Industrial). Ward 5B.

Z2019-22 [REZONING] F9 PROPERTIES LLC is requesting the rezoning of 1.5 acres located in Land Lots 868, 932 & 933, District 16, Parcel 0080 of the 2nd Section, Cobb County, Georgia, and being known as 1285 Field Parkway from CRC (Community Retail Commercial) to LI (Light Industrial). Ward 4B.

Z2019-23 [SPECIAL LAND USE PERMIT] TURNER CHAPEL AME CHURCH is requesting a Special Land Use Permit for a food and clothing pantry (storage and distribution) associated with a place of assembly at property located in Land Lot 1215, District 16, Parcels 0860 & 0850, 2nd Section, Marietta, Cobb County, Georgia and being known as 527 & 533 Lawrence Street, currently zoned R-4 (Single Family Residential 4 units/acre). Ward 5A.

Z2019-24 [REZONING] SHEA KONIGSMARK is requesting the rezoning of 0.36 acres located in Land Lot 287, District 17, Parcel 0080 of the 2nd Section, Cobb County, Georgia, and being known as 214 West Dixie Avenue from OIT (Office Institution Transitional) to R-4 (Single Family Residential 4 units/acre). Ward 1A.

Z2019-25 [REZONING] WORLD CHANGERS CHURCH INTL is requesting the rezoning of approximately 7.0 acres located in Land Lot 1076, District 16, Parcels 0720 & 1230 of the 2nd Section, Cobb County, Georgia, and being known as 601 & 611 Tower Road from R-3 (Single Family Residential 3 units/acre) and OI (Office Institutional) to OI (Office Institutional). Ward 4A.

Z2019-26 [REZONING] ATLANTAS BEST INVEST LLC is requesting the rezoning of approximately 2.4 acres located in Land Lot 879, District 16, Parcel 0040 of the 2nd Section, Cobb County, Georgia, and being known as 1380 Allgood Road from R-2 (Single Family Residential 2 units/acre) to PRD-SF (Planned Residential Development Single Family). Ward 6B.

A description and plat of the property sought for the rezoning, special land use permit, and variances are on file in the Planning and Zoning Office, City Hall, and is available for inspection between 8:00 A.M. and 5:00 P.M., Monday through Friday. Anyone wishing to attend may do so and be heard relative thereto. You may also review the property file at www.marietta.ga.gov and

0030-11111111, TX 78243

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 2nd day of July, 2019. You are hereby notified that on the 2nd day of July, 2019 CLAUDIA P RONCANCIO filed suit against you for Divorce. You are required to file with the Clerk of Superior Court, and to serve upon the plaintiff CLAUDIA P RONCANCIO 2306 GLENRIDGE STRATFORD DR ATLANTA, GA 30342 an answer in writing within sixty (60) days of the date of the order of publication.

WITNESS, the Honorable

STEPHEN SCHUSTER

Judge of the Superior Court.

This the 9th day of July, 2019.

Rebecca Keaton,

Clerk of Superior Court

7:12,19,26;8:2

D-4923

IN THE SUPERIOR COURT OF

COBB COUNTY-

STATE OF GEORGIA

CIVIL ACTION NO. 19-1-4872-58

BONITA V. LOGAN

Plaintiff

v.

MICHAEL A. HOWARD

Defendant

TO:MICHAEL A. HOWARD

UNKNOWN

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 3rd day of July, 2019. You are hereby notified that on the 3rd day of July, 2019 BONITA V. LOGAN filed suit against you for Divorce. You are required to file with the Clerk of Superior Court, and to serve upon the plaintiff's attorney CATHERINE J. WADDELL 30 S. PARK SQ. SUITE 101 MARIETTA, GA 30060 an answer in writing within sixty (60) days of the date of the order of publication.

WITNESS, the Honorable

TO:TERRY WAYNE THOMAS

3613 STEPHANIE CT

POWDER SPRINGS, GA 30127

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 14th day of June, 2019. You are hereby notified that on the 12th day of June, 2019 VICTORIA C. ANIAGOR filed suit against you for Divorce. You are required to file with the Clerk of Superior Court, and to serve upon the plaintiff VICTORIA C. ANIAGOR 2331 ROCK CREEK DR. MARIETTA, GA 30064 an answer in writing within sixty (60) days of the date of the order of publication.

WITNESS, the Honorable

ROBERT FLOURNOY III

Judge of the Superior Court.

This the 16th day of July, 2019.

Rebecca Keaton,

Clerk of Superior Court

7:19,26;8:2,9-2019

D-4930

GPN-08

IN THE SUPERIOR COURT OF

COBB COUNTY

STATE OF GEORGIA

CIVIL ACTION NO. 19-1-4847-53

EASTON LLOYD CURVIN JR.

Plaintiff

v.

CYNTHIA DENISE CURVIN

Defendant

TO:CYNTHIA DENISE CURVIN

1619 PATRIOT DRIVE

FORT WAYNE, IN 46814

OR

2260 WEBSTER AVE

BRONX, NY 10457

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 10th day of July, 2019. You are hereby notified that on the 2nd day of July, 2019 EASTON LLOYD CURVIN JR. filed suit against you for Divorce. You are required to file with

STATE OF GEORGIA
CIVIL ACTION NO. 19-1-1368-34
STACEY CARLA EUCELLS
Plaintiff

JA'RON C. CLARK SR

Defendant

TO:JA'RON C. CLARK SR

UNKNOWN

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 21st day of June, 2019. You are hereby notified that on the 25th day of February, 2019 STACEY CARLA EUCELLS filed suit against you for Divorce. You are required to file with the Clerk of Superior Court, and to serve upon the plaintiff STACEY CARLA EUCELLS 4037 HIRAM LITHIA SPRINGS RD POWDER SPRINGS, GA 30127 an answer in writing within sixty (60) days of the date of the order of publication.

WITNESS, the Honorable

S. LARK INGRAM

Judge of the Superior Court.

This the 23rd day of July, 2019.

Rebecca Keaton,

Clerk of Superior Court

7:26;8:2,9,16-2019

D-4937

GPN-08

IN THE SUPERIOR COURT OF

COBB COUNTY

STATE OF GEORGIA

CIVIL ACTION NO. 19-1-2482-53

JOHN A JOHNSON SR.

Plaintiff

v.

NOVA LEEN HINTON-JOHNSON

Defendant

TO:NOVA LEEN HINTON-JOHNSON

95 LAKE STREET

MARIETTA, GA 30060

****Last Known Address****

NOTICE OF PUBLICATION

By order for service by publication dated the 6th day of July, 2019. You are

8045

Sheriff's Levy

S-2200

Notice of Judicial Foreclosure

STATE OF GEORGIA

COBB COUNTY

Under and by virtue of O.C.G.A. § 44-3-232, the Declaration of Covenants, Restrictions, and Easements for Kingsbridge, as may be amended (the Declaration), filed of record in the Cobb County, Georgia records, and by virtue of the Court Order dated April 3, 2018, there will be sold by the Cobb County Sheriff's Office at public outcry to the highest bidder for cash before the Courthouse door of Cobb County, Georgia within the legal hours of sale on the first Tuesday in August, to wit, August 6, 2019, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 290 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING LOT 6, KINGSBRIDGE, UNIT I, AS PER PLAT RECORDED IN PLAT BOOK 226, PAGES 37-38, COBB COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN AND MADE REFERENCE HERETO.

The debt secured by the Associations lien, which totals \$9,573.01 as of June 27, 2019, has been and is hereby declared due because of failure to pay the indebtedness as and when due and in the manner provided for in the Declaration. The debt remaining in default, this sale will be made for the purpose of paying same and all expenses of the sale, as provided in the Georgia Property Owners Association Act, O.C.G.A. § 44-3-232, et seq., and the Declaration (notice of attempt to collect attorney's fees having been given). The excess, if any, will be distributed to the person or persons legally entitled thereto.

To the best knowledge and belief of the undersigned, the parties in possession

7:19,26

I-5437

GPN-06

NOTICE OF INCORPORATION

STATE OF GEORGIA

COBB COUNTY

Notice is given that articles of incorporation that will incorporate Tyra Buckley, Corp. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 2849 Paces Ferry Road, Suite 700, Atlanta, GA, 30330 and its initial registered agent at such address is Harold Buckley, Jr.

7:26;8:2-2019

I-5438

GPN-06

NOTICE OF INCORPORATION

STATE OF GEORGIA

COBB COUNTY

Notice is given that articles of incorporation that will incorporate Virtue Recovery House Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Non-Profit Corporation Code. The initial registered office of the corporation is located at 2167 Tully Wren NE, Marietta, GA, 30066 and its initial registered agent at such address is Richard Williams.

7:26;8:2-2019

I-5439

GPN-06

NOTICE TO PERSONS WITH CLAIMS

AGAINST A DISSOLVED

LIMITED LIABILITY COMPANY

STATE OF GEORGIA

COBB COUNTY

Notice is given in the manner prescribed by O.C.G.A. Section 14-11-609 that National Collegiate Sports Archives, LLC, a dissolved Georgia Limited Liability Company (LLC), with its registered office at 1205 Johnson Ferry Road, Suite 136-467, Marietta, Cobb County, Georgia 30068, does

registered agent at such address is Kathleen Harris.

8065

Planning Commission

Z-4016

City of Kennesaw

Variance Request

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration a stream-buffer encroachment variance request as submitted by Beazer Gain, Inc. Said request for variance as follows: Encroachment into the City's 75' and 50' stream buffer of Butler Creek for the development and construction of 83 single-family homes.

Lying in Land Lot 165 Tax Parcels 5, 66, 75 and 4 of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings to be held before the Planning Commission at a meeting scheduled for August 07, 2019 at 7:00PM and the Mayor and Council will hold a public hearing on August 19, 2019, at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

7:19,26

Z-4023

GPN-13

COBB COUNTY-

ZONING HEARING AGENDA

Board of Commissioners

August 20, 2019

NOTE: The applicant/property owner (s), prior to hearing date, may withdraw petitions contained in this agenda; therefore, the Planning Commission will not consider those cases.

CONTINUED CASES

Z-71 POPE & LAND ENTERPRISES, INC. (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; and VKEP-T LLC, owners) requesting rezoning from R-20, RA-4, GC, O&I, and NS to RRC for the purpose of Mixed-Use Development in



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Final Public Hearing on the proposed RESOLUTION to adopt the Maintenance and Operation (M&O) Millage Rate and the Bond Millage Rate.
Agenda Comments:	The City of Kennesaw is proposing a millage rate of 8.0 mills for M&O and 1.5 for the Bond which is the same as last year. The Bond millage rate is levied to fund the debt service on the \$15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings and the Current 2019 Tax Digest and 5 Year History of Levy were properly advertised in the Marietta Daily Journal on August 5, 2019 in accordance with O.C.G.A. Section 48-5-32. The second display was published in the Marietta Daily Journal on August 12, 2019. The first public meeting was held August 12, 2019 at 6:00 p.m. and the second public hearing was held August 19, 2019 at 10:30 a.m. Finance Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/13/2019	Resolution
08-12-19 Ads	8/13/2019	Legal Ad
08-05-19 Display Ad	8/15/2019	Legal Ad
08-05-19 Ads	8/13/2019	Legal Ad

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2019- ___, 2019

**RESOLUTION OF THE KENNESAW CITY COUNCIL TO ESTABLISH A
MILLAGE RATE FOR THE CITY OF KENNESAW FOR
FISCAL YEAR 2019-2020**

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

WHEREAS, the City of Kennesaw, Georgia desires to establish its ad valorem tax millage rate for the fiscal year 2019-2020; and

WHEREAS, the governing authority has advertised its intent to establish said millage rate by placing an advertisement conforming to O.C.G.A. § 48-5-32(c) in a newspaper of general circulation of Cobb County serving the residents of the City of Kennesaw, said advertisement appearing two (2) weeks prior to the hearing at which said millage rate is to be considered; and

WHEREAS, the public hearings required by O.C.G.A. §48-5-32(c) were duly held on August 12, 2019 and August 19, 2019 prior to the adoption of this resolution; and

WHEREAS, the final millage rate has been calculated by the governing authority to be 8.0 mills for Maintenance & Operation (M&O) and 1.5 mills for Bond;

NOW, THEREFORE, the governing authority of the City of Kennesaw does hereby establish the millage rate for the City of Kennesaw, Georgia, ad valorem property tax, for the 2019-2020 fiscal year as 8.0 mills for M&O and 1.5 mills for Bond.

PASSED AND ADOPTED by the Kennesaw City Council on this 19th day of August, 2019.

ATTEST:

CITY OF KENNESAW

Debra Taylor, City Clerk

Derek Easterling, Mayor

IMPORTANT ADDITIONAL INFORMATION**NOTICE TO KENNESAW TAXPAYERS
CITY NOT INCREASING TAX RATES**

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year's millage of 9.50 mills.

**PUBLIC NOTICE
CITY OF AUSTELL**

Notice is hereby given that there will be a Special Called Meeting on August 19, 2019 at 6:00 pm at City Hall, 2716 Broad Street, Austell, Ga 30106. The meeting will be to set the qualifying fees for the Special Election and to vote on a Special Election to be held on November 5, 2019 with the General Election for the At-Large, Post I Council Seat.

Elizabeth Young
City Clerk City of Austell

Cobb County Police Department - Crime Prevention - Salary/Operating Costs	\$ 8,827.15
Nobis Works - Vocational Training - Salary/Operating Costs	\$ 12,000.00
Turner Hill Community Development Corporation - Intervention Program - Salary Operating Costs	\$ 5,000.00
Cobb County Police Department - Crime Prevention - NIBRS Compliance	\$ 3,373.35
Cobb County CDBG Program Office - Administration	\$ 11,244.50
TOTAL	\$ 112,445.00

A 30-day Public Comment period commences Monday, August 12, 2019 and concludes Wednesday, September 11, 2019. Please direct all comments/inquiries to: Cobb County CDBG Program Office, 192 Anderson Street, Suite 150, Marietta, GA 30060; Telephone: 770-528-1455; Fax: 770-528-1466; E-mail: info@cobbcountycdbg.com.

Cobb County supports Equal Opportunity and Fair Housing and does not discriminate in any of its Block Grant Programs on the basis of race, color, creed, ethnicity, sex, familial status, age, religion, or disability.

No displacement will occur as a result of the activities described herein. Should displacement occur, Cobb County will implement the provisions required by CFR 570.606, outlined in the County Residential Anti-displacement and Relocation Assistance plan. Cobb County does not discriminate on the basis of disability in the admission of, access to, or treatment of, or employment, the programs and activities described herein. An interpreter is available upon request to assist persons with limited English proficiency. Any requests for reasonable accommodation required by an individual to fully participate in any open meetings, programs, or activities of the Cobb County CDBG Program Office should be directed to: Kimberly Roberts, Managing Director, Cobb County CDBG Program Office, 192 Anderson Street, Suite 150 Marietta, GA 30060, Telephone 770-528-1457 Fax 770-528-1466.

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 3.96 percent for M&O and 3.66 percent for Bond.



NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 3.96 percent for M&O and 3.66 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 12th at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 19th at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 8.00 mills for M&O and 1.50 mills for Bond, an increase of .305 mills for M&O and .053 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.695 mills for M&O and 1.447 mills for Bond. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$24 increase for M&O and \$4 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$400,000 is approximately \$49 increase for M&O and \$8 increase for Bond.

Last week, Smyrna city and Cobb County officials announced they will hire a private testing firm to sample the air around the plant. County commissioners are expected to finalize the plans at their Aug. 13 meeting. "I would say we should wait and see what Smyrna says

SECURITY

From A1

After that, the council moved to hire two retired police officers to sit in the lobby at City Hall and keep an eye on people coming in.

City Manager Bill Bruton said employees have told him the officers make them feel safer on the job and that they have been used to de-escalate situations.

"They have been used a couple times where folks have had situations where — nothing real bad, thankfully — but a couple situations where somebody was getting a little upset about something, so they would call them up to the location, and it's worked very well," he said.

The city is expected to keep those officers on whether or not the council approves the 14 meeting.

NOTICE

The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2020 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 19, 2019 at 6:30 pm. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

CURRENT 2019 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2014	2015	2016	2017	2018	2019
Real & Personal	1,023,474,920	1,091,832,080	1,186,442,490	1,299,736,486	1,438,655,388	1,518,982,186
Motor Vehicle	64,038,620	43,848,760	32,193,160	21,816,990	15,913,870	12,503,840
Mobile Homes	1,645,374	1,649,463	1,632,942	1,594,614	1,569,458	1,640,186
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	2,844	25,309	9,894	0	0	0
Gross Tax Digest	1,089,161,758	1,137,355,612	1,220,278,486	1,323,148,090	1,456,141,330	1,533,134,738
Less M&O Exemptions	144,122,687	163,009,693	175,434,964	180,364,288	276,955,288	305,346,338
Net M&O Digest	945,039,071	974,345,919	1,044,843,522	1,142,783,802	1,179,186,042	1,227,788,400
Gross M&O Millage Rate	8.00	8.00	8.00	8.00	8.00	8.00
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.00	0.00
Net M&O Millage Rate	8.00	8.00	8.00	8.00	8.00	8.00
Net M&O Taxes Levied	7,560,313	7,794,767	8,358,748	9,142,270	9,433,488	9,822,307
Gross Tax Digest	1,089,161,758	1,137,355,612	1,220,278,486	1,323,148,090	1,456,141,330	1,533,134,738
Less Bond Exemptions	128,866,200	140,664,637	152,753,301	148,911,795	200,002,666	215,923,976
Net Bond Digest	960,295,558	996,690,975	1,067,525,185	1,174,236,295	1,256,138,664	1,317,210,762
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.00	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Net Bond Taxes Levied	1,440,443	1,495,036	1,601,288	1,761,354	1,884,208	1,975,816
Net M&O Taxes \$ Increase	352,546	234,454	563,981	783,522	291,218	388,819
Net M&O Taxes % Increase	4.9%	3.1%	7.2%	9.4%	3.2%	4.1%
Net Bond Taxes \$ Increase	77,149	54,593	106,252	160,066	122,854	91,608
Net Bond Taxes % Increase	5.7%	3.8%	7.1%	10.0%	7.0%	4.9%

All concerned citizens are invited to public hearings held at the Kennesaw City Hall Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw GA on the dates and times below:

Monday, August 12th 6:00 PM (Special Called Meeting)
Monday, August 19th 10:30 am (Special Called Meeting) and 6:30 PM (Final Adoption)

LAST WEEK, COBB COUNTY AND
Cobb County officials announced

The \$52,000 plan Twaddell presented was the least expensive of the three plans the department devised.

The other plans would have installed security checkpoints outside city hall where people would need to be screened before entry. Those plans came with price tags ranging from \$392,000 to \$581,000.

Councilman Reggie Copeland, who chairs the committee, voted to approve it alongside its other members, Councilman Johnny Walker and Councilwoman Cheryl Richardson. But Copeland said he is not sure it goes far enough.

"If someone comes in with a weapon, with option No. 1, there's really no way to detect that," he said. "That would be a great concern. ... I think what we're doing is proactive, it's a good thing. Option 1 does save us money, but my question would be does it really do what we need it to do?"

Other council members said going with the plan will not preclude taking additional security measures if the threat level increases.

The full council is expected to vote on the plan at its Aug. 14 meeting.

NOTICE

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 3.96 percent for M&O and 3.66 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 12th at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 19th at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 8.00 mills for M&O and 1.50 mills for Bond, an increase of .305 mills for M&O and .053 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.695 mills for M&O and 1.447 mills for Bond. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$24 increase for M&O and \$4 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$400,000 is approximately \$49 increase for M&O and \$8 increase for Bond.



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Approval of the August 5, 2019 Mayor and City Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description

Minutes

Upload Date Type

8/8/2019

Minutes

MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Monday, August 5, 2019
6:30 p.m.

Present: Mayor Derek Easterling
Mayor Protem Chris Henderson
Councilmember James Eaton
Councilmember Tracey Viars
Councilmember Pat Ferris
Councilmember David Blinkhorn
City Manager Jeff Drobney
City Clerk Debra Taylor
City Attorney Randall Bentley

I. INVOCATION

The invocation was led by City Attorney Randall Bentley.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Troop 187 and 422 with Scout Leader Scott Penner, as introduced by Mayor Easterling.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

No items.

V. PRESENTATIONS

No items

[The City Attorney swore-in any witnesses or individuals offering comments on the agenda.]

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

6:33 PM Floor Open for Public Comments on agenda items

No public comments.

6:34 PM Floor Closed to Public Comments on agenda items

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

No items.

IX. COMMITTEE AND BOARD REPORTS:

No items.

X. PUBLIC HEARING(S)

No items.

XI. CONSENT AGENDA

- A. Approval of the July 15, 2019 Mayor and City Council meeting minutes.
- B. Approval of **RESOLUTION NO. 2019-29, 2019** to proceed with a new 800 MHZ Radio System Users License Agreement with Cobb County Government. In 2007, Cobb County and its municipalities entered into a User's License Agreement that defined the costs and responsibilities of the County and the Users. The agreement was amended in 2015 and is set to expire between 2020 and 2025, depending on the individual agency. Cobb County began negotiating new multiple year agreements for Annual Maintenance; the System Upgrade Agreement (SUA II) and Migration Assistance Program (MAP) were designed to keep the Radio System at an optimal operating level thru 2027. The SUA II and MAP agreements were approved in 2018, changing the method of cost reimbursement as defined in the earlier documents to a more manageable model that allows for the forecasting of the annual costs to each agency over the entire contract period. The new agreement aligns all of the users to the same contract expiration date instead of the current individual dates. Police Chief Westenberger recommends approval pending legal review.

Motion by Councilmember Blinkhorn to approve the Consent Agenda engross, seconded by Councilmember Viars. Vote taken, approved unanimously, 5-0. Motion carried.

XII. FINANCE AND ADMINISTRATION

GINA AULD, Finance Director

- A. Consideration for approval of an Alcohol License for Beer and Sunday Sales for Taqueria La Villa II d/b/a Tacos La Villa located at 2851 N Cobb Parkway, Suite 206, Kennesaw, GA 30152. Applicant: Ciro Covarrubias. 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. Finance Director recommends approval. Funding Line: 100.0000.32.1100 Application Fee \$350.00.

Finance Director Gina Auld presented the request for an Alcohol License for Beer and Sunday Sales for Taqueria La Villa II d/b/a Tacos La Villa located at 2851 N Cobb Parkway, Suite 206, Kennesaw by applicant Ciro Covarrubias. This is an existing business and the applicant was present this evening. 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.

Motion by Mayor Protem Henderson to approve the Alcohol License for Beer and Sunday Sales for Taqueria La Villa II d/b/a Tacos La Villa located at 2851 N Cobb Parkway, Suite 206, Kennesaw by applicant Ciro Covarrubias as presented, seconded by Councilmember Eaton. Vote taken, approved unanimously 5-0. Motion carried.

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief

LINDA DAVIS, 911 Communications Director

- A. Receipt of the June 2019 crime statistics.

Police Chief Westenberger presented the June 2019 crime stats. In an effort to inform the public to “lock it or lose it” they have attended HOA meetings and used social media.

Motion by Councilmember Viars to receive the June 2019 crime stats, seconded by Councilmember Ferris. Vote taken, approved unanimously 5-0. Motion carried.

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, Co-Director

JOSHUA GUERRERO, Co-Director

No items.

XV. PUBLIC WORKS

RICKY STEWART, Director

ROBBIE BALENGER, Building & Facilities Manager

No items.

XVI. RECREATION AND CULTURE

RICHARD BANZ, Museum and Agency Director

STEVE ROBERTS, Parks and Recreation Director

ANN PARSONS, Smith-Gilbert Gardens Director

No items.

XVII. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director

DARRYL SIMMONS, Zoning Administrator

SCOTT BANKS, Building Official

- A. Consideration for approval of a Central Business District (CBD) project for property located at 2974 Moon Station Road to be known as Prichard Park. CBD Project incorporates a proposal for a residential project comprised of approximately seventy-five (75) units which is a mix of single-family detached homes and new stacked condo design. The Mayor and Council approved a previous CBD project concept on 12-5-16 for eighty-six residential units that was comprised of townhomes and stack flat condominiums. This new concept will have a lower density. Central Business District projects require approval with review and approval by the Kennesaw Downtown Development Authority (KDDA) and Historic Preservation Commission (HPC), prior to final approval by the Mayor and Council. The KDDA heard this application on July 9, 2019 and voted 6-0 to approve the

concept plan for the CBD project. The HPC having a hearing on July 16, 2019 and voted 4-0 to approve the concept plan for the CBD project with the following stipulations: 1) Pursuant to 4.2.02 of the Design Standards, the building height should not exceed 45 feet. 2) Pursuant to 4.2.01 of the Design Standards, no structure may exceed height of an adjacent structure by more than one floor. Eastern four units shall be no more than one story above adjacent residence. 3) Submit landscape plan for HPC review and approval prior to installation. 4) the applicant agree to install a plaque to commemorate the historic Pritchard home site. Staff Recommendation: Darryl Simmons, Zoning Administrator, recommends approval of the proposed Central Business District project with the four stipulations stated by the HPC.

Zoning Administrator Darryl Simmons presented the Central Business District (CBD) project for property located at 2974 Moon Station Road to be known as Prichard Park. CBD project incorporates a proposal for a residential project comprised of approximately seventy-five (75) units which is a mix of single-family detached homes and new stacked condo design. The Mayor and Council approved a previous CBD project concept on December 5, 2016 for eighty-six residential units that was comprised of townhomes and stack flat condominiums. This new concept will have a lower density – from 86 to 75 units. The Kennesaw Downtown Development Authority (KDDA) considered this application on July 9, 2019 and voted 6-0 to approve the concept plan for the CBD project. The Historic Preservation Commission (HPC) held a hearing on July 16, 2019 and voted 4-0 to approve the concept plan for the CBD project with the following stipulations: 1) Pursuant to 4.2.02 of the Design Standards, the building height should not exceed 45 feet. 2) Pursuant to 4.2.01 of the Design Standards, no structure may exceed height of an adjacent structure by more than one floor. Eastern four units shall be no more than one story above adjacent residence. 3) Submit landscape plan for HPC review and approval prior to installation. 4) The applicant agree to install a plaque to commemorate the historic Pritchard home site. Staff is recommending a fifth stipulation: maximum of 10% rental units allowed.

JD ESPANA JR. (Co-applicant): Mr. Espana agreed to the five stipulations. He requested a specific height in stipulation 2 - instead of “one floor” change to 14-ft. He explained an orientation error on their concept plan and the four units on the right are actually the southern boundary as shown by units 40 through 43; the eastern boundary runs parallel to the train tracks. Mr. Simmons noted the intent is to not tower over nearby residents and the second stipulation needs to be corrected from “eastern” to “southern.” In response to a question, Mr. Espana confirmed there are no amenity areas on the property due to the close proximity to the downtown pedestrian friendly areas. He also confirmed the landscape plan must be approved by the HPC.

Motion by Mayor Protem Henderson to approve the Central Business District (CBD) project for property located at 2974 Moon Station Road to be known as Prichard Park with the following stipulations: 1) Pursuant to 4.2.02 of the Design Standards, the building height should not exceed 45 feet; 2) Pursuant to 4.2.01 of the Design Standards, no structure may exceed height of an adjacent structure by more than 14-ft. Southern four units (40, 41, 42 and 43) shall be no more than 14-ft above adjacent residence; 3) Submit landscape plan for HPC review and approval prior to installation; 4) The applicant agrees to install a plaque to commemorate the historic Pritchard home site; and 5) Maximum of

10% rental units, as amended, motion seconded by Councilmember Viars. Vote taken, approved unanimously, 5-0. Motion carried.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

6:49 PM Floor Open for Public Comments

ANN PRATT (Resident): Ms. Pratt gave an update on the special needs playground and gave thanks to Councilmember Viars for her assistance. Hopefully the bid will be awarded at the next meeting. She appreciates all of the City's help on this worthy project.

6:51 PM Floor Closed for Public Comments

XIX. CITY MANAGERS REPORT – Jeff Drobney

City Manager Jeff Drobney announced National Night Out will be held at Swift-Cantrell Park tomorrow, 6:30 PM-8:30 PM. There will be two helicopters, Kennesaw Police Officers, K-9 and Sheriff Officers. He encouraged the public to attend.

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.
- No items.

XXI. COUNCIL COMMENTS

Councilmember James Eaton noted school has started and now all his grandchildren are in middle to high school. They grow up so fast!

Councilmember Tracey Viars announced the Hero Run 5K that will be held next Saturday. Plan your travel accordingly for Saturday morning.

Councilmember Pat Ferris is enjoying his retirement and taking it easy.

Mayor Protem Chris Henderson noted Swift Kids has started up again and encouraged participation by the children and for adults to volunteer as coaches.

Councilmember David Blinkhorn is excited when Scouts are here. His two sons are Eagle Scouts. He encouraged these Scouts to get involved in their community and to do what they are passionate about. Parents do a big sacrifice as well and sent them his thank you.

Mayor Derek Easterling read portions of a letter from Senator David Purdue congratulating Kennesaw for earning a Tree City USA designation. Thank you to all the volunteers and City staff!

XXII. EXECUTIVE SESSION –Land, Legal, Personnel

- A. 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.

No items.

XXIII. ADJOURN

Mayor Easterling adjourned at 6:55 p.m. The next regularly scheduled meeting will be held Monday, August 19, 2019 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Debra Taylor, City Clerk



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION to update portions of the Kennesaw Master Fee Schedule to reflect changes by departments.
Agenda Comments:	Staff recommends updates to the Master Fee Schedule to reflect the addition of small cell charges in accordance with House Bill 184; updated fees for cremations and memorial trees; large group fees for student groups touring the Museum and deleting old references; addition of a convenience fee for paying property taxes with a credit card; and minor grammatical corrections. The City Clerk recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/6/2019	Resolution
Fee Schedule	8/9/2019	Exhibit

CITY OF KENNESAW, GEORGIA

RESOLUTION NO. 2019-____, 2019

**RESOLUTION TO UPDATE PORTIONS OF THE
KENNESAW MASTER FEE SCHEDULE
TO REFLECT CHANGES BY DEPARTMENTS**

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

WHEREAS, in accordance with House Bill 184, small cell charges have been added to the Master Fee Schedule under Public Works Department; and

WHEREAS, some fee references have been updated for the cemetery to specify plaque charges, cremations, and costs for memorial trees; and

WHEREAS, the Museum updated large group fees for students and deleted old references; and

WHEREAS, the Finance Department added a convenience fee when paying property taxes with a credit card; and

WHEREAS, there were minor grammatical updates; and

WHEREAS, the Master Fee Schedule is hereby updated to reflect all changes as shown on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council hereby adopts the revised Master Fee Schedule as presented (Exhibit A).

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of August, 2019.

ATTEST:

CITY OF KENNESAW

Debra Taylor, City Clerk

Derek Easterling, Mayor

RESOLUTION NO. 2019-____, 2019
Exhibit A
CITY OF KENNESAW
MASTER FEE SCHEDULE
08/19/19

DEPARTMENT	FEE TYPE	FEE	REFERENCE
911 Communications	Pre-paid Cellphones	\$1.50 per cellphone, one-time fee when purchased	Resolution No. 2018-35 HB 751 (2018)
911 Communications	Post-paid cellphones	\$1.50	Resolution No. 2018-36 HB 751 (2018)
All Departments	CDs, DVDs	\$0.25; \$10 for bodycam or in-car videos (only)	OCGA 50-18-71(f); OCGA 50-18-96(g) [HB 976 - 2016]
All Departments	Copies (8 ½ X 11, Legal & 11 x 17)	\$0.10 per page, and administrative charges for search, retrieval, and other direct administrative costs, such administrative charges and supervising records research not to exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the records, has the necessary skill and training to perform the request.	Per Open Records Law OCGA 50-18-70 (The requester is not charged for the first fifteen minutes of time.)
All Departments	Returned Check Charge	\$25	
Building	Borrow/Fill Permit	\$50	Follow same procedures as Land Disturbance Permit.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building	Building Permits Residential/Commercial New or Remodel & Additions Permits	Minimum Fee \$50	Reference fee schedule in Section 18-6 in Code of Ordinances. Ordinance No. 2006-06
Building	Construction Document Review	\$500 \$750 \$1,000	Under 5 acres (Type 1) 5-15 acre (Type 2) Over 15 acres (Type 3)
Building	Construction Document Resubmittal	\$250 \$375 \$500	Under 5 acres (Type 1) 5-15 acre (Type 2) Over 15 acres (Type 3)
Building	Construction Trailer Permit	\$50	Ordinance No. 2008-22
Building	Electrical Permit :phone system, data system, security system, fire alarm system, CATV system	Minimum Fee \$50	Ordinance No. 2006-06
Building	Foundation Only Permit	\$75	Ordinance No. 2008-22
Building	Grading Permit	\$50	Issued only after Land Disturbance procedures are followed.
Building	House Moving Permit	\$75	Ordinance No.2008-22.
Building	HVAC Permit	Minimum Fee \$50	Ordinance No. 2006-06
Building	Impact Fee	\$699 (residential) Commercial fees – see Attachment A	Ordinance No. 2010-04.
Building	Land Disturbance Permit	\$50	Issued only with approval of the Plan Review Committee
Building	Landscape/Tree Review	\$250	
Building	Landscape/Tree Resubmittal	\$150 each	
Building	Mobile Home Permit	\$75	Ordinance No. 2008-22
Building	Move In C.O. Permit	\$50	This is required before a new business can occupy a building & Business License issued. Ordinance No. 2006-06
Building	Multi-Family Permit	Flat Fee: Plumbing - \$50 per Unit HVAC – \$50 per Unit	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Electrical- \$50 per Unit	
Building	Plumbing Permit	Minimum Fee \$50	Ordinance No. 2006-06
Building	Re-activate expired permits	Same as new permit fee	
Building	Re-inspection Fees	\$25 - 1 st \$50 - 2 nd \$75 - 3 rd \$100 - 4 th	Ordinance No.2006-06
Building	Replacement permit card	\$5	
Building	Swimming Pool Permit	Minimum Fee \$50 based upon cost of construction	
Building	Technology	1% of each permit issued, \$10.00 minimum fee per permit	
Building Services	Construction/Sales Office	\$50	
Building Services	Conversion of Single Family Residence to Group Day Care Home/Day Care Center	\$50	
Building & Plan Review Committee	Tree Harvesting Permit	No fee previously listed.	
Building & Public Works	Trenching/Excavation Permit	\$50	
Building/Zoning	Sign Permits	Subject to type of sign: Banners- \$25 per event Banners-New Businesses first 60 days free Semi-directional-\$50 (renewed annually) Annual fee for existing billboards- \$100 (renewed annually)	Unified Development Code Chapter 10

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$25 plus 1% of construction costs exceeding \$1,000 1% of each permit issued, \$10.00 minimum fee per permit (technology fee)	
Building/Zoning	Construction Plans /Site Plan Review	\$250 (Engineer and Arborist)	All plans to be approved by the Plan Review Committee
Building/Zoning	Demolition Permit	\$75	If in historic district, they must be approved by HPC. Application is filed w/ P&Z. Fee via Ordinance No. 2006-06
Business License Fee	Based on Gross Receipts	Class 1 through Class 6	See attached Schedule A "City of Kennesaw Business Tax Schedule"
Cemetery Fees	Residents Non-Residents Employees Burial Permit Cremation Internment in a lot Cremation Garden Service + Engraved <u>Bronze</u> Plaque <u>Memorial Garden - engraved bronze plaque only</u> <u>Cremation Garden only – no bronze plaque</u>	\$1,000 \$1,500 \$500 \$100 \$200 <u>\$300</u> \$500 \$750 <u>\$300</u> <u>\$300</u>	Lots are 5'x10' Remains must be in a vault Resolution No. 2014-21, 2014 Cremations up to 4 in one lot; includes the cost of a burial permit <u>Saturday & Sunday (no holidays)</u> Monday through Friday (except holidays) Saturday and Sunday (except holidays)

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<u>Business donation for zinc plaque</u>		<u>Contact Cemetery Foundation</u>
	<u>Memorial Trees</u>	<u>\$300</u>	<u>Japanese Maple Bloodgood</u>
	<u>Includes marker + stake</u>	<u>\$150</u>	<u>Crepe Myrtle</u>
		<u>\$250</u>	<u>Yoshino Cherry</u>
		<u>\$300</u>	<u>Snow Goose Cherry</u>
		<u>\$175</u>	<u>Yoshino Cryptomeria</u>
	Active or retired City Employees - Cremation Garden Service + Engraved Plaque	\$250	Week days, except holidays
		\$375	Weekends, except holidays
City Clerk	Certified Copies of Records, upon request	\$25	OCGA 50-18-71(c)(1)
<u>City Manager</u>	<u>Permit Fees – television, video, filming</u>	<u>\$100 (non-refundable)</u> <u>\$500 per day, per street</u> <u>\$250 per day, per street</u> <u>\$40 per hour, per officer</u> <u>\$45 per hour, per officer</u> <u>\$50 per hour, per officer</u> <u>\$300 per day</u> <u>\$250 per day</u> <u>\$300 per day</u> <u>\$250 per day</u> <u>\$250 per day</u> <u>\$2,000 per day</u> <u>\$2,500 per day</u>	<u>Application Processing Fee</u> <u>Street Closures</u> <u>Intermittent Street Closures</u> <u>Police Officer (Security)</u> <u>Police Officer (Security for alcohol event)</u> <u>Police Officer (Traffic)</u> <u>City Parks</u> <u>City Cemetery</u> <u>Ben Robertson Community Center</u> <u>Historic Train Depot</u> <u>The Community House</u> <u>Southern Museum</u> <u>Smith-Gilbert Gardens</u>
Court	Fines and Cash Bonds		See Chapter 38 of the Kennesaw Code of Ordinances
Court	Certified Records	\$5	
Events Committee	Depot Tunnel Amphitheatre	Security Deposit: \$50;	Maximum 60 attendees. Refer to Depot Tunnel Amphitheatre Policy

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Kennesaw City Resident: \$30 per hour (2-hour minimum); Non-Resident: \$50 per hour (2-hour minimum)	
Events Committee	Event Application Fee	\$50 nonrefundable application fee for all events	to be waived only when a City department or board is a primary or co-applicant
Events Committee	Police Officer Alcohol Beverage Concession Support	\$45 per hour, per officer	2 hour minimum
Events Committee	Police Officer Support for City Sanctioned Events	\$35 per hour, per officer (based on special event application)	The number of required officers at an event is determined by the type of event
Events Committee	Police Officer Special Events at City Facilities for external rentals	\$40 per hour, per officer	2 hour minimum
Events Committee	Public Works Street Closings	\$48 per hour, with 4-hour minimum plus \$10 per sign required (based on special event application)	Based on rate for two person crew
Events Committee	Barricade Replacement	\$120 each	Only charged if barricade is damaged or stolen
Events Committee	Maintenance Dept	\$20 per hour, per person with 2-hour minimum for custodial support	Charge for non-City events
Events Committee	Maintenance Dept	\$25 per hour, per person, with 2-hour minimum for other maintenance (such as electrical)	Charge for non-City events
Events Committee	Race Fee	\$2,000	In effect January 2013. Fee covers City's costs; does not

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			include \$500 Orion Racing fees; City contract required
Events Committee	Recreation Staff	\$20 per hour, per employee if requested in Special Event Application	
G & A	Tent Permit (Temporary)	\$15	
G & A	Alcoholic Beverage License	\$350 Application Fee	See Chapter 6 in Code of Ordinances. See Code of Ordinances Section 6-52 for License Fee Schedule. The application fee will cover the cost of advertising 2 times, fingerprinting & background check.
G & A	Bail Bonds Application	Regulatory fee \$100 Each employee \$50 Fingerprint fee \$45	See Code of Ordinances Section 22-71. Approval of M&C required on new applications only. License based on gross receipts if located within city only.
G & A	Business License Fees	Based on gross receipts	See Code of Ordinances, Ch. 22
G & A	Business License Fees – Rush process fee	\$50 fee to process a business license same day after receiving a completed application or renewal form with all appropriate approvals	
G & A	Cemetery Lots	\$500 Employees \$1,000 Residents \$1,500 Non-resident	Resolution No. 2014-21, 2014
G & A	Convenience Fee	\$3 fee to pay Sanitation or Stormwater over the phone; <u>\$15.50 fee to pay property tax on the website;</u>	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>3% fee for credit card payments at the property tax window</u>	
G & A	Insurance or licensed agent: Annual license fee upon each insurer doing business within the City A licensed agent of an insurer for insurance said insurer shall pay an additional license fee per location	\$100 \$35 per location	O.C.G.A. § 33-8-8(b)(1); Ordinance No. 2011-27
G & A	Massage Therapist License	No application fee. License based on gross receipts - See Code of Ordinances 22-45. \$45 Fingerprint Fee	See Code of Ordinances Chapter 22, Article IX. Approval of M&C required on new applications only. State license required before business license is issued.
G & A	Pawn Broker License	No application fee. License based on gross receipts - See Code of Ordinances 22-45. \$45 Fingerprint Fee	See Code of Ordinances Section 22-276. Approval of M&C required on new applications only.
G & A	Property Tax FIFA fee for placing a lien on property for delinquent taxes	\$12.50	Code Section 82-28
G & A	Sanitation Deposit	Residential & Commercial \$100	Fee may be waived through a positive credit check
G & A	Sanitation Service	Residential: \$22 per month for one can. (Receive one month free if annual bill is paid in advance) Commercial:	Discount on multiple containers

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$22 per month for one can	
G & A	Sanitation Recycle Bin	\$100 if lost	
G & A	Sanitation Call Back Service	Regular hours \$25 After hours \$55	
G & A	Sanitation Reinstatement Fee	\$50	
G & A	Sanitation Bulk Materials Collections	Cost is based on type of material, weight, & time required for collections of the material. \$45 (up to 30 minutes) \$10 for each additional ten minutes over 30 minute initial work	Additional fees will be charged for materials that incur added dumping fees (based on dumping fee)
G & A	Soliciting Permit Commercial Only-(Door to Door)	\$25 (30 day period)	Need I.D. badges to be issued by PD with photo and expiration date.
G & A	Fundraising Counsel or Professional Solicitor	\$200 plus \$25,000 bond	Permit valid one year, all expire on December 31 st ; Ordinance No. 2011-02
G & A	Yard Sale Permit	No Fee	No more than 3 days in succession; no more than 3 weekends per calendar year; Code Sec 22-302(2)
GIS	Map Costs	8.5"x11" – (Vector Map \$0.50, Aerial Photo \$1.00) 11"x17" – (Vector Map \$1.00, Aerial Photo \$2.00) 18"x24" – (Vector Map \$3.00, Aerial Photo \$5.00)	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<p>24"x36" – (Vector Map \$5.00, Aerial Photo \$7.50)</p> <p>34"x44" – (Vector Map \$7.50, Aerial Photo \$10.00)</p> <p>Legal 8.5"x14" – (Vector Map \$0.75, Aerial Photo \$1.50)</p> <p>\$5.00 setup fee applied to any existing maps requested in different paper size; specialty maps will be priced and billed at an hourly rate.</p>	
KDDA	Façade Grant Application	\$100	
KDDA	Farmers Market fees	\$25 Application Fee \$5 weekly fee	
Museum	<p>Admission Fees</p> <p>Changes to be implemented March 1, 2019</p>	<p>Adult regular \$10</p> <p>Senior regular (65+) \$8;</p> <p>Active Military (w/ID), University Student (w/ID),</p> <p>Child/Youth (3-17) All \$5;</p> <p>Toddlers 2 and under – Free with Family;</p> <p>Adult AAA \$9;</p> <p>Senior AAA (65+) \$7;</p> <p>Child/Youth AAA (3-17) \$4</p>	Family Pass is good for up to 2 Adults and 4 children

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Museum	Admission Fees Group Rates – (Group Rates consist of 10 individuals). A minimum flat fee is charged if there are less than 10 individuals.	<p>Student Guided Tour \$5.00 per student \$50 minimum flat fee</p> <p>Student Self-Guided Tour \$4.00 per student \$40 flat fee <u>Groups of over 25 students must select the guided option of \$5 per student</u></p> <p>Adult Self Guide— Must be an organized group of no less than 10 adults</p> <p>\$4.00 per adult \$40 minimum flat fee</p> <p>Adult Guided Tour \$5.00 per adult \$50 minimum flat fee</p>	School Tours – Teachers and school employees enter for free during tour, any additional adult chaperones pay \$5 each.
Museum	Archival Documents Reproduction and Duplication Fees	<p>\$0.30 per page for 8 ½" x 11"</p> <p>\$0.40 per page for 11" x 17"</p> <p>\$10 handling fee per 100 pages duplicated</p>	<p>Handling fee applies after first 100 pages.</p> <p>Duplication fees do not include cost of shipping.</p>
Museum	Archives Researcher Fee	\$10 per day per researcher	
Museum	Digital Image Duplication Services	\$10 per image duplicated digitally	If file is sent via physical media (CD, flash drive, etc.) cost of

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			media used and shipping fees apply.
Museum	<p>Museum Classroom Business Rental Rate Meeting Space/Reception</p> <p>This option is available during and after normal operating hours. All events must be finished by 10 pm.</p>	<p>\$75 per hour during operating hours (2-hour minimum) \$75 deposit \$150 per hour after operating hours if room is rented by itself. (2-hour minimum) \$150 deposit</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour. Normal operating hours are Mon - Sat, 9:30 am – 5 pm; Sun, 11 am – 6 pm</p> <p>Optional \$100 staff room set-up fee.</p> <p>Damage deposit \$100 Returnable if facility is left clean and not damaged. Payable only via check.</p>	<p>10% discount for City Employees or Museum Members (no combined discounts)</p> <p>Max capacity is 50 people in the classroom – Restroom Access</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	<p>Museum Classroom Birthday Party/Children's Event</p> <p>This option is available during and after normal operating</p>	<p>\$75 per hour during operating hours (2-hour minimum)</p>	<p>Max capacity is 50 people in the classroom</p> <p>The Jolley Education Center may be closed to the public for a one-</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	hours. All events must be finished by 10 pm.	<p>\$150 per hour after operating hours if room is rented by itself. (2-hour minimum) \$150 deposit</p> <p>To close the Jolley Education Center for a private Birthday Event – Additional \$75</p> <p>Damage deposit \$100 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Optional \$100 staff room set-up fee</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p>hour period at either 10 am or 2:30 pm.</p> <p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	<p>Full Museum Rental – Museum Exhibit Galleries/Cobb Energy Gallery (excludes Theater, Jolley Education Center or other Museum areas)</p> <p>*This option is only available after normal operating hours. All events must be finished by 12 am.</p>	<p>\$300 per hour (2-hour minimum) Security deposit \$300;</p> <p>\$350 per hour after operating hours if room is rented by itself. (2-hour minimum) \$350 deposit</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Max capacity for the museum is 1,646 total; see staff for individual room limits and structure.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<p>Normal operating hours are Mon - Sat, 9:30 am – 5 pm; Sun, 11 am – 6 pm</p> <p>Optional \$150 staff room set-up fee</p> <p>Damage deposit \$500 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	Rentals are not available on city holidays or the evening before a holiday after normal operating hours.
Museum	<p>Cobb Energy Gallery (no access to museum exhibits or galleries)</p> <p>This option is available during and after normal operating hours. All events must be finished by 12:00 am.</p>	<p>\$150 per hour (2-hour minimum), during operating hours \$150 deposit \$300 per hour after operating hours (2-hour minimum) \$300 deposit</p> <p>Damage deposit \$500 Returnable if facility is left clean and not damaged. Payable only via check.</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Max capacity is 80 people in the Cobb Energy Gallery.</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Optional \$150 staff room set-up fee Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.	
Museum	Other/Special Archival Duplication Fees	Varies	Specialized archival duplication work not listed elsewhere is handled on a case by case basis.
Museum	Outreach Programs	Single class visits are \$75 (40 students max); each additional class is \$40. \$50 A standard mileage fee based upon the current city rate will be charged for visits to schools outside of a 20 mile radius of the Museum.	
Museum	Publication and Commercial Usage Fees	\$100.00 fee for first 10 items for commercial usage and \$50.00 per additional item. \$25.00 for first 10 items for academic/non-profit usage and \$10.00 per additional item.	These costs are in addition to reproduction fees, and additional fees may apply depending on circumstances.
Museum	Theater only *This option is only available after normal operating hours.	\$150 per hour (2 hour minimum) \$150 deposit Damage deposit \$100	10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	All events must be finished by 12 am.	<p>Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Optional \$150 staff room set-up fee</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p>Max capacity is 100 people in the theater.</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	Travel Trunk	\$50 \$75 per week	Renters are responsible for picking the Traveling Trunk up from the Museum and returning it after seven days.
Museum	Venue Supply Rental	<p>\$10 per table linen (white/black)</p> <p>\$5 per black table runner</p> <p>\$50 per caterer's/room drape (white/black)</p> <p>\$3 per round glass mirror centerpiece or glass table numbers</p>	
Parks & Rec.	Cancellation Fees – With Notice	<p>\$5</p> <p>\$15</p> <p>\$25</p> <p>\$30</p>	<p>Programs/activities</p> <p>Pavilion rentals</p> <p>All other facility rentals</p> <p>Camps</p> <p>Code section 66-16(c)(18)</p>
Parks & Rec.	Cancellation Fees Without Notice	Forfeit rental fees	Code section 66-16(c)(4): If facilities are not used during the reserved time for any reason and no prior cancellation was given

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Cleaning/Security Deposit Fee	May lose all or a portion of cleaning deposit	Code section 66-16(e); The decision of whether the deposit shall be refunded is solely up to the director of the Parks and Recreation department or his or her designee
Parks & Rec.	Community Center Banquet Hall	RESIDENTS: \$125 per hour; NON-PROFITS: \$75 per hour; NON-RESIDENTS: \$200 per hour \$150 Security Deposit Portable dance floor including set up and take down available for \$150. DJ Platform Setup available for \$50.00	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems. **The person who is renting the facility must be the person who uses the facility; this would stop city residents renting for non-residents.
Parks & Rec.	Community Center – Conference Room	RESIDENTS: \$12 per hour; NON-PROFIT: \$12 per hour; NON-RESIDENTS: \$20 per hour Security Deposit \$50	1-hour minimum for all rentals
Parks & Rec.	Community Center – Large Meeting Room	RESIDENTS: \$35 per hour; NON-PROFITS: \$35 per hour; NON-RESIDENTS: \$70 per hour	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$50 Security Deposit	
Parks & Rec.	Community Center – Small Meeting Room	RESIDENTS: \$20 per hour; NON-PROFIT: \$20 per hour; NON-RESIDENT: \$40 per hour	2-hour minimum for all rentals
Parks & Rec.	Community Center – Craft Lab	RESIDENTS: \$17.50 per hour; NON-PROFIT: \$17.50 per hour; NON-RESIDENT: \$35 per hour	2-hour minimum for all rentals
Parks & Rec.	Community Classes	NON-RESIDENT: (Monthly programs) \$15 NON-RESIDENT: (All other classes) \$20	These fees are over and above the standard registration fees for participation in sports and classes. 66-17(a)(2) age 65 years or older are exempt from paying any non-resident user fees but are required to pay all standard registration fees.
Parks & Rec.	Community House/Carrie House	RESIDENTS: \$100 per hour; NON-PROFIT: \$75 per hour; NON-RESIDENT: \$200 per hour \$50 Security Deposit	2-hour minimum for all rentals Available Monday through Sunday, 8:00 AM to 10:00 PM Maximum capacity is 13. Rentals are not available on city holidays or the evening before a holiday after normal operating hours.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Dance Rooms	RESIDENTS: \$20 per hour; NON-PROFIT: \$20 per hour; NON-RESIDENT: \$35 per hour \$50 Security Deposit	2-hour minimum for all rentals The deposit is refunded once confirmed there are no problems
Parks & Rec.	Depot	RESIDENTS: \$60 per hour; NON-PROFIT: \$35 per hour; NON-RESIDENT: \$120 per hour \$50 security deposit	2-hour minimum for all rentals Available Monday through Sunday, 8:00 AM to 10:00 PM The deposit is refunded once confirmed there are no problems 40 people maximum – Restroom Access Rentals are not available on city holidays or the evening before a holiday after normal operating hours.
Parks & Rec.	Depot Amphitheatre	RESIDENTS: \$30 per hour; NON-RESIDENTS: \$50 per hour	2-hour minimum for all rentals Rented Monday through Sunday from 9am to 8pm. Maximum capacity is 60. Rentals are not available on city holidays, the evening before a holiday or during a city special event.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Parks & Rec.	Electric charging station: (Revival Parking Deck and Adams Park)	\$.85 per hour for the first four (4) hours; After 4 hours, the fee increases to \$4.00 per hours; and A maximum of \$10.00 per day.	
Parks & Rec.	Park Pavilions	RESIDENTS: \$20 per hour; NON-RESIDENTS: \$40 per hour	2-hour minimum for all rentals Resolution No. 2008-22 and in accordance with Municipal Code 66-16
Parks & Rec.	Special Event Permits	\$15	
Parks & Rec.	Splash Pad Admission	\$2.00 per person	Children under the age of 14 years must be accompanied by an adult
Parks & Rec.	Sports Participants	Baseball Association Non-Resident fee \$35; Softball Association Non- Resident fee \$32; Soccer Association Non- Resident fee \$28; Football Association Non-Resident fee \$27	Resolution No. 2004-26
Parks & Rec.	Sports Association Facility - Per participant: (resident & non-resident)	Baseball Association -\$7 Softball Association - \$5 Soccer Association – \$5 Football Association - \$5	Resolution No. 2004-26 These fees are over and above the standard registration fees for participation in sports and classes.
Parks & Rec.	Field Rental	Ball Fields - \$30/hr Soccer Field -\$40/hr (2hr minimum) **Lights are \$10/hr**	
Parks & Rec.	Tennis Court Rental Fee – ALTA/USTA Leagues	<u>Adult Team</u> RESIDENTS: \$200 per season; NON-RESIDENT:	When instructional programs offered through Parks & Recreation are not scheduled,

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$300 per season <u>Senior Team</u> RESIDENTS: \$140 per season; NON-RESIDENTS: \$210 per season <u>Youth Team</u> RESIDENTS: \$170 per season; NON-RESIDENT: \$255 per season	court play is available on a first-come, first-served basis. Instructional programs offered through Parks & Recreation always take priority over public use. Leagues must book the courts with the Parks & Recreation Department to ensure court use.
Parks & Rec.	Tennis Court Rental Fee – Group Rate	Minimum 2 courts and 2-hour rental; RESIDENTS: \$8 per court, per hour; NON-RESIDENTS: \$12 per court, per hour	When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis. Instructional programs offered through Parks & Recreation always take priority over public use. To assure court space at desired time, court needs to be rented.
Parks & Rec.	Tennis Court Rental Fee – Public Court	<u>Adult</u> RESIDENTS: \$3 per person, per hour; NON-RESIDENTS: \$4.50 per person, per hour <u>Seniors (60+)</u> RESIDENTS:	When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis. Instructional programs offered through Parks & Recreation

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$2 per person, per hour; NON-RESIDENTS: \$3 per person, per hour <u>Youth (18 and under)</u> RESIDENTS: \$2 per person, per hour; NON-RESIDENTS: \$3 per person, per hour	always take priority over public use. To assure court space at desired time, court needs to be rented.
Parks & Rec.	Tennis Court Rental Fee – Team Practice	RESIDENTS: \$32 flat fee; NON-RESIDENTS: \$48 flat fee	Minimum 2 courts and 2 hours When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis. Instructional programs offered through Parks & Recreation always take priority over public use. To assure court space at desired time, court needs to be rented.
Planning & Zoning	Administrative Variance Application	\$100	Unified Development Code, Chapter 9
Planning & Zoning	Charitable Donation Bins	\$100 annually	Unified Development Code, Chapter 5
Planning & Zoning	Final Plat Review – 1 st time	\$350	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Review – Resubmittal	\$150 each	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Application	\$250	Unified Development Code, Chapter 10

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Planning & Zoning	HPC Certificate of Appropriateness	\$50 fee to cover administrative time, research and review + \$150 if demolition.	Unified Development Code, Chapter 4
Planning & Zoning	Rezoning Application	\$375	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Application	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – 1 st time	\$500 All plans to be approved by the Plan Review Committee before any schedule public hearing (Separate application fee)	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – Resubmittal	\$250 each	Unified Development Code, Chapter 10
Planning & Zoning	Public Art Exhibits	\$50	Unified Development Code, Chapter 2
Planning & Zoning	Rezoning	\$375	
Planning & Zoning	Special Called Meeting (Rezoning or Land Use)	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Special Land Use Permit Application	\$250	Fees to cover advertisement and signs issued to post; Unified Development Code Chapter 10
Planning & Zoning	Variance Application Request	\$375	Unified Development Code, Chapter 10
Planning & Zoning	Zoning Verification Letter	\$50 per parcel	Unified Development Code, Chapter 10
Police	Accident Reports	\$5	
Police	DVD copy of bodycam or in-car videos	\$10.00	O.C.G.A. 50-18-96(g) [HB 976]
Police	Certified Records	\$5	
Police	Criminal History	\$15	
Police	Expungement of Arrest Records	\$25 each offense <u>incident</u>	O.C.G.A. 35-3-37

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Police (Jail)	Fingerprints (Card Provided by KPD)	\$40 <u>\$10</u>	
Police (Jail)	Fingerprints (Card Provided by Requester)	\$10	
Police	Incident Reports	\$0.10 per page	
Police	Pouring License (Server Permit)	\$25 Initial License \$15 Additional Establish. \$5 Replacement Card	
Police	Precious Metals	\$25 Permit Fee \$10 Annual Permit Renewal Fee \$45 Fingerprint Fee	See Section 22-141 Code of Ordinances and State Law 43-37-1
Public Relations	Photos	8x10 - \$10 5x7 - \$6	
Public Works			
Public Works	Driveway, Curb Cut Permits	\$25 Residential \$50 Commercial	Ordinance No. 2006-06.
Public Works	Sanitation – See G&A		
Public Works	<u>Small Cell</u> <u>(1) Fee for each application for the collocation of each small wireless facility on an existing pole per small wireless facility</u> <u>(2) Fee for each application for each replacement pole with an associated small wireless facility</u> <u>(3) Fee for each application for each new pole with an associated small wireless facility</u>	<u>\$100 per small wireless facility</u> <u>\$250</u> <u>\$1,000 per pole</u>	<u>Georgia HB 184 (2019)</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<p><u>(4) An annual right of way occupancy rate for nonexclusive occupancy of the right of way as follows:</u></p> <p><u>(i) For each small wireless facility collocated on any existing or replacement pole, including an existing or replacement City pole; or</u></p> <p><u>(ii) For each new pole, other than a replacement pole, with an associated small wireless facility</u></p> <p><u>(5) Annual attachment rate for collocations on City poles;</u></p> <p><u>(6) Fee to make-ready any City pole to enable that pole to support a proposed small cell facility, including replacement of the pole if necessary;</u></p> <p><u>(7) Penalty for failure to restore the right-of-way to the condition pre-installation O.C.G.A. §36-66C-5 (where a vendor that is permitted seeks to remove with notice to the City</u></p> <p><u>(8) Penalty for failure to restore the right of way to the condition pre-installation O.C.G.A §36-66C-6(b) (unpermitted</u></p>	<p><u>\$100 per year</u></p> <p><u>\$200 per year</u></p> <p><u>\$40 per year per small wireless facility</u></p> <p><u>Actual cost</u></p> <p><u>\$500</u></p>	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<u>collocation or location of facilities - where vendor installs without a permit)</u> <u>(9) Penalty for failure to remove abandoned facility, support structure or pole under O.C.G.A §36-66C-7(p)(1)</u>	<u>\$1,000</u> <u>\$500</u>	
Public Works	Stormwater Utility	\$5 Residential \$1.13 per 1,000 sq. ft.; minimum fee \$5 Non Residential	Ordinance No. 2014-16 Resolution No. 2014-45 “Stormwater Utility Credit Manual”
Public Works	Street Lighting	Single family residential: \$2.15 per month Multi-family residential: \$2.15 per unit per month (using 90% of actual units) Commercial, industrial, and institutional: \$2.15 per unit per month at 0.95 units per acre	Ordinance No. 2018-07, 2018
Public Works	Tree Removal Permit and Inspection – Residential and Commercial Properties	\$25.00 \$50.00 if historical property	4” tree caliper
Smith-Gilbert Gardens	Admission Changes to be implemented March 1, 2019	\$10 Adults; \$8 Seniors (ages 65 and up); \$5 Children (ages 3-17),	All transactions made with credit cards are subject to online service fee.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Active Military (with I.D.), University Student (with I.D.); Free - Children Under age 3	
Smith-Gilbert Gardens	Non-Commercial After-Hour Photography Session 4:00-9:00 p.m. (up to 3 hours) – Casual photography for personal use is welcome during Garden hours. During Garden Hours – regular admission and parking limitations apply.	1-50 people = \$150 51-75 people = \$225 Maximum of 75 total Parking restrictions apply Payment due at time of reservation; includes a non-refundable \$25 deposit. <i>This charge is “site only” Photographer is client’s responsibility.</i>	Commercial photo/video shoots must call the Garden office to confirm and schedule. Rental fee will be based on space requirements, parking/electrical needs, set up, after hours, days reserved, etc. All payments made with credit cards are subject to online service fee.
Smith-Gilbert Gardens	Carriage House Rental ONLY available for groups of 35 or less	Tuesday – Saturday between 9am – 4pm for up to 4-hour rental (includes set up and clean up in that time) Up to 35 guests - \$350. Up to 8-hour rental \$500 Monday 9:00 am-9:00 pm, or Tuesday through Saturday after 4 pm or before 9 am for a 4 - hour rental (includes set up and clean up in that time) Up to 35 guests - \$450	Self-parking for up to 35 vehicles, (75) white resin padded chairs, (12) – 60” round tables, (6) – 8’ banquet tables, and options of break out rooms/Garden areas. Security/Cleaning Deposit (\$100) required. Note for all rentals during Garden hours: normal Garden operations continue. All transactions made with credit cards are subject to online service fee.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
Smith-Gilbert Gardens	Carriage House Loft Rental Only available for groups of 16 or less	<p>Tuesday – Saturday between 9 am – 4 pm for up to 4-hour rental (includes setup and clean up in that time) up to 16 guests \$250. Up to 8-hour rental \$500.</p> <p>Monday 9 am – 9 pm, or Tuesday – Saturday after 4 pm or before 9 am for a 4 -hour rental (includes set up and clean up in that time) Up to 16 guests - \$350</p>	<p>Security/Cleaning Deposit (\$100) required.</p> <p>Note for all rentals during Garden hours – normal Garden operations continue.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</p>
Smith-Gilbert Gardens	Hiram Butler House Only available for groups of 35 or less	Tuesday – Saturday between 9 am – 4 pm for up to 4-hour rental (includes setup and clean up in that time) up to 35 guests \$475. Up to 8-hour rental \$950	Self-parking for up to 35 vehicles, (35) white resin padded chairs, (4) – 60” round tables, or (4) – 8’ banquet tables, and options of break out rooms/Garden areas. Security/Cleaning Deposit (\$100) required.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Monday 9 am – 9 pm, or Tuesday – Saturday after 4 pm or before 9 am for a 4 -hour rental (includes set up and clean up in that time) Up to 35 guests - \$575	Note for all rentals during Garden Hours – normal Garden operations continue. All payments made with credit cards are subject to online service fee. 10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
Smith-Gilbert Gardens	Docent	\$10 per Docent	About 1.5 hours per tour for 10 guests All payments made with credit cards are subject to online service fee.
Smith-Gilbert Gardens	Guided Tours – Adult Groups Guided Tours – Children’s Groups	\$10 per adult Group Rate for 25 or more \$8.50 per adult \$6 per student \$7.50 per Girl Scout includes badge or patch	By reservation only All payments made with credit cards are subject to online service fee.
Smith-Gilbert Gardens	Micro-Wedding (20 or fewer guests, ceremony only, 2 hours)	Monday-Saturday between 9 am – 4 pm, \$150. Monday 9 am – 6 pm, or Tuesday – Saturday 4 pm – 6 pm, \$225.	Self-parking for up to 10 vehicles (20) white resin padded chairs Complimentary photo session for engagement and/or bridal photographs may be arranged

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			<p>prior to wedding. Does not include photographer or associated fees.</p> <p>Note for all rentals during Garden Hours: normal Garden operations continue.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% wedding discount available for City of Kennesaw residents and businesses as well as garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</p>
Smith-Gilbert Gardens	<p>Weddings and Events Outdoor Ceremony with Reception March - November</p> <p>Outdoor Ceremony only – March – November</p> <p>Available Garden Areas: Dale Gillett Rose Garden Perennial Garden</p>	<p>Event Time: 6 to 11 PM Tuesday-Saturday Bridal Suite available at 2 PM</p> <p>Up to 50 guests - \$1,700 51 -75 guests - \$2,500 76 - 150 - \$3,500</p> <p>Event Time: Between 4:30 and 7 PM Tuesday-Saturday Bridal Suite available at 1 PM</p> <p>Up to 50 guests - \$800 51 – 75 guests - \$1,200</p>	<p>Self-parking for up to 35 vehicles (75) white resin padded chairs, (12) – 60” round tables, (6) – 8’ tables, Bridal suite with full-length mirror</p> <p>Rehearsal – day before – maximum 2 hours by reservation.</p> <p>Complimentary photo session for engagement and/or bridal photographs may be arranged prior to wedding. Does not include photographer or associated fees.</p> <p>Rental party is responsible for securing and paying any additional</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<p>Maximum 75 guests</p> <p>All wedding/reception rentals include a \$500 security/cleaning deposit.</p>	<p>fees including Kennesaw Alcohol Permit, Off-duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor etc.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% wedding discount available for City of Kennesaw residents and businesses as well as garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</p>
Smith-Gilbert Gardens	<p>Outdoor Rental Spaces</p> <p>Perennial Garden</p> <p>Pollinator Garden</p>	<p>Tuesday-Saturday</p> <p>3 pm – 6 pm (includes setup and clean up in that time). Up to 50 guests - \$350</p>	<p>Self-parking for up to 30 cars. (50) white resin chairs, (7) 60" round tables or (7) 8' banquet tables. Security/Cleaning Deposit (\$100) required.</p> <p>Note for all rentals during Garden Hours – normal Garden operations continue.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
Smith-Gilbert Gardens	<p>Preferred Vendor Weddings and Events</p> <p>*Vendors such as certified event planners, caterers, photographers, etc. may become Preferred Vendors after an orientation with SGG Staff, and signing a Preferred Vendor agreement with SGG.</p>	<p>Monday-Saturday 9 am-9 pm. Up to 20 guests, 3-hour event using the rear of the Hiram Butler House, \$900</p> <p>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. Up to 50 guests, 6-hour event with use of rear of the Hiram Butler House and Carriage House, \$1,530</p> <p>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. 51-75 guests, 6-hour event with use of rear of the Hiram Butler House and Carriage House, \$2,250</p> <p>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. 76-150 guests, 6 hour event with use of rear of the Hiram Butler House and Carriage House, \$3,150</p>	<p>Self-parking for up to 35 vehicles (75) white resin padded chairs, (12) – 60” round tables, (6) – 8’ tables, Bridal suite with full-length mirror</p> <p>Note for all rentals during Garden Hours – normal Garden operations continue.</p> <p>Rehearsal – day before – maximum 2 hours by reservation.</p> <p>Complimentary photo session for engagement and/or bridal photographs may be arranged prior to wedding. Does not include photographer or associated fees.</p> <p>Rental party is responsible for securing and paying any additional fees including Kennesaw Alcohol Permit, Off-duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor etc.</p> <p>All payments made with credit cards are subject to online service fee.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Smith-Gilbert Gardens	Viewing Pavilion Rental Only available for groups of 16 or less.	Tuesday-Saturday 3 pm – 6 pm (includes setup and clean up in that time). Up to 16 guests - \$250	Security/Cleaning Deposit (\$100) required. Note for all rentals during Garden Hours – normal Garden operations continue. All payments made with credit cards are subject to online service fee. 10% discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
Zoning/Building	Cell Towers & Antennae (radio, television and communication)	\$250	Unified Development Code, Chapter 5

SCHEDULE A – CITY OF KENNESAW BUSINESS TAX SCHEDULE

The Business License Tax is Determined by Gross Receipts, Class of Business According to SIC

The \$55 administrative fee is included in the tax amounts below

	Gross Receipts	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
1	\$0 - \$50,000	\$86.33	\$103.24	\$113.18	\$122.84	\$132.49	\$142.43
2	\$50,001 - \$150,000	\$140.29	\$138.00	\$144.65	\$143.45	\$133.26	\$164.29
3	\$150,001 - \$250,000	\$221.05	\$218.19	\$263.66	\$261.90	\$234.22	\$256.10
4	\$250,001 - \$350,000	\$288.62	\$284.33	\$285.75	\$303.16	\$308.12	\$303.70
5	\$350,001 - \$450,000	\$290.78	\$287.21	\$299.13	\$307.50	\$313.17	\$309.48
6	\$450,001 - \$550,000	\$474.67	\$469.66	\$496.14	\$517.02	\$489.10	\$478.16
7	\$550,001 - \$650,000	\$488.92	\$483.20	\$508.94	\$521.35	\$526.63	\$514.95
8	\$650,001 - \$750,000	\$523.26	\$500.64	\$549.86	\$557.22	\$566.11	\$553.70
9	\$750,001 - \$850,000	\$622.49	\$654.62	\$691.05	\$706.79	\$659.31	\$696.34
10	\$850,001 - \$1,000,000	\$664.66	\$657.51	\$694.67	\$726.79	\$721.06	\$707.90
11	\$1,000,001 - \$1,250,000	\$1,449.56	\$1,433.83	\$1,359.91	\$1,394.41	\$1,437.31	\$1,406.86
12	\$1,250,001 - \$1,500,000	\$1,456.06	\$1,442.47	\$1,518.85	\$1,546.92	\$1,579.86	\$1,563.65
13	\$1,500,001 - \$1,750,000	\$1,462.56	\$1,451.12	\$1,529.70	\$1,559.92	\$1,595.00	\$1,581.00
14	\$1,750,001 - \$2,000,000	\$1,469.06	\$1,459.76	\$1,540.56	\$1,572.92	\$1,625.72	\$1,684.24
15	\$2,000,001 - \$4,000,000	\$2,878.05	\$2,834.31	\$3,039.85	\$2,813.84	\$2,893.30	\$2,874.88
16	\$4,000,001 - \$4,999,999	\$2,884.55	\$2,858.03	\$3,050.71	\$3,107.44	\$3,184.75	\$3,164.12
17	\$5,000,000 - \$9,999,999	\$5,036.88	\$5,016.86	\$5,197.71	\$5,265.29	\$5,342.60	\$5,321.98
18	\$10,000,000 - \$19,999,999	\$7,413.00	\$7,459.90	\$7,568.24	\$9,667.82	\$7,713.13	\$7,692.51
19	\$20,000,000 - \$39,000,000	\$9,621.22	\$9,601.21	\$9,816.61	\$10,823.12	\$9,961.51	\$9,940.88
20	\$40,000,000 - \$79,999,999	\$11,723.60	\$11,703.58	\$11,970.09	\$11,950.07	\$12,114.98	\$12,094.36
21	\$80,000,000 - \$99,999,999	\$14,366.17	\$14,346.15	\$14,532.36	\$14,512.34	\$14,677.25	\$14,471.70
22	\$100,000,000 and above	\$20,510.27	\$15,060.90	\$15,040.19	\$15,020.17	\$15,486.81	\$15,466.19

CITY OF KENNESAW IMPACT FEE SCHEDULE

Attachment "A" of Impact fee Ordinance

Land Use Category	Parks & Recreation	Police	Adminis- tration (3%)	TOTAL IMPACT FEE		Unit of Measure*
<i>Residential</i>						
Single-Family Detached Housing	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
Apartment	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
Residential Condominium/Townhouse	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
<i>Port and Terminal</i>						
Truck Terminal	-	\$519.1625	\$15.5749	\$534.737	per	acre
<i>Industrial</i>						
General Light Industrial	-	\$0.1023	\$0.0031	\$0.105	per	square foot
General Heavy Industrial	-	\$0.0811	\$0.0024	\$0.083	per	square foot
Manufacturing	-	\$0.0806	\$0.0024	\$0.083	per	square foot
Warehousing	-	\$0.0565	\$0.0017	\$0.058	per	square foot
Mini-Warehouse	-	\$0.0020	\$0.0001	\$0.002	per	square foot
High-Cube Warehouse	-	\$0.0081	\$0.0002	\$0.008	per	square foot
<i>Lodging</i>						
Hotel	-	\$27.5621	\$0.8269	\$28.389	per	room
All Suites Hotel	-	\$31.4597	\$0.9438	\$32.404	per	room
Business Hotel	-	\$4.4328	\$0.1330	\$4.566	per	room
Motel	-	\$31.5113	\$0.9453	\$32.457	per	room
<i>Recreational</i>						
Campground/Recreational Vehicle Park	-	\$2.9687	\$0.0891	\$3.058	per	camp site
Golf Course	-	\$10.8830	\$0.3265	\$11.210	per	acre
Multipurpose Recreational Facility	-	\$22.1547	\$0.6646	\$22.819	per	acre
Movie Theater	-	\$0.0664	\$0.0020	\$0.068	per	square foot
Arena	-	\$147.6835	\$4.4305	\$152.114	per	acre
Amusement Park	-	\$402.9875	\$12.0896	\$415.077	per	acre
Tennis Courts	-	\$10.8065	\$0.3242	\$11.131	per	acre
Racquet Club	-	\$0.0162	\$0.0005	\$0.017	per	square foot
Bowling Alley	-	\$0.0443	\$0.0013	\$0.046	per	square foot
Recreational Community Center	-	\$0.0372	\$0.0011	\$0.038	per	square foot
<i>Institutional</i>						
Private School (K-12)	-	\$0.3584	\$0.0108	\$0.369	per	square foot
Church/Synagogue	-	\$0.0228	\$0.0007	\$0.024	per	square foot
Day Care Center	-	\$0.1126	\$0.0034	\$0.116	per	square foot
Cemetery	-	\$3.6079	\$0.1082	\$3.716	per	acre
Lodge/Fraternal Organization	-	\$44.3095	\$1.3293	\$45.639	per	employee

Medical

Hospital	-	\$0.1438	\$0.0043	\$0.148	per	square foot
Nursing Home	-	\$28.6967	\$0.8609	\$29.558	per	bed
Clinic	-	\$44.3095	\$1.3293	\$45.639	per	employee

Office

General Office Building	-	\$0.1469	\$0.0044	\$0.151	per	square foot
Corporate Headquarters Building	-	\$0.1507	\$0.0045	\$0.155	per	square foot
Single-Tenant Office Building	-	\$0.1416	\$0.0042	\$0.146	per	square foot
Medical-Dental Office Building	-	\$0.1797	\$0.0054	\$0.185	per	square foot
Research and Development Center	-	\$0.1297	\$0.0039	\$0.134	per	square foot

Retail

Building Materials and Lumber Store	-	\$0.0651	\$0.0020	\$0.067	per	square foot
Free-Standing Discount Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Specialty Retail Center	-	\$0.0806	\$0.0024	\$0.083	per	square foot
Free-Standing Discount Store	-	\$0.0870	\$0.0026	\$0.090	per	square foot
Hardware/Paint Store	-	\$0.0427	\$0.0013	\$0.044	per	square foot
Nursery (Garden Center)	-	\$0.0722	\$0.0022	\$0.074	per	square foot
Nursery (Wholesale)	-	\$0.0738	\$0.0022	\$0.076	per	square foot
Shopping Center	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Factory Outlet Center	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Quality Restaurant	-	\$0.3305	\$0.0099	\$0.340	per	square foot
High-Turnover (Sit-Down) Restaurant	-	\$0.3305	\$0.0099	\$0.340	per	square foot
Fast-Food Restaurant	-	\$0.4830	\$0.0145	\$0.497	per	square foot
Quick Lubrication Vehicle Shop	-	\$93.0499	\$2.7915	\$95.841	per	service bay
Auto-Care Center	-	\$0.0634	\$0.0019	\$0.065	per	square foot
New Car Sales	-	\$0.0786	\$0.0024	\$0.081	per	square foot
Auto Parts Store	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Self-Service Car Wash	-	\$8.8619	\$0.2659	\$9.128	per	stall
Tire Store	-	\$0.0567	\$0.0017	\$0.058	per	square foot
Wholesale Tire Store	-	\$0.0567	\$0.0017	\$0.058	per	square foot
Supermarket	-	\$0.0563	\$0.0017	\$0.058	per	square foot
Convenience Market (Open 24 Hours)	-	\$0.0798	\$0.0024	\$0.082	per	square foot
Convenience Market (Open 15-16 Hours)	-	\$0.0775	\$0.0023	\$0.080	per	square foot
Convenience Market with Gasoline Pumps	-	\$0.0798	\$0.0024	\$0.082	per	square foot
Wholesale Market	-	\$0.0363	\$0.0011	\$0.037	per	square foot
Discount Club	-	\$0.0575	\$0.0017	\$0.059	per	square foot
Home Improvement Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Electronics Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Apparel Store	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Pharmacy/Drugstore	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Furniture Store	-	\$0.0184	\$0.0006	\$0.019	per	square foot

Services

Drive-in Bank	-	\$0.1614	\$0.0048	\$0.166	per	square foot
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**"square feet" means square feet of gross building floor area.*

Impact Fees reflect credit given for forecasted SPLOST and general fund contributions.



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Authorize a RESOLUTION to approve the bid and award contract for the Inclusive Playground at Swift-Cantrell Park.
Agenda Comments:	A Request for Proposals was advertised in the Marietta Daily Journal for the enhancement of the Swift-Cantrell playground to make the 18,500 square foot accessible and add new features for inclusion of all kids. Six proposals were received and opened on June 5, 2019. Bids ranged from \$394,000 to \$494,000. Based on the evaluation of the committee, the research of each company and proposal, the Recreation Director recommends award of the contract to Playground Creations for the price of \$449,993.25 and for the Mayor to sign the attached resolution and contract pending legal review.
Funding Line(s)	310.4228.54.149400.00000 SPLOST 2016 PARK IMPROVEMENTS

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/15/2019	Resolution
Contract Agreement	8/15/2019	Contract/Agreement
Exhibit A	8/8/2019	Backup Material
Exhibit B	8/8/2019	Backup Material
Rendering1	8/8/2019	Presentation
Rendering2	8/8/2019	Presentation
Rendering3	8/8/2019	Presentation
Rendering4	8/8/2019	Presentation
Rendering5	8/8/2019	Presentation

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2019-____, 2019

**RESOLUTION TO APPROVE BID AND AWARD A CONTRACT WITH
PLAYGROUND CREATIONS FOR THE KENNESAW PARKS AND RECREATION
INCLUSIVE PLAYGROUND AT SWIFT-CANTRELL PARK**

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

WHEREAS, the City wishes to engage a qualified and experienced company to provide an inclusive playground addition at Swift-Cantrell Park; and

WHEREAS, Playground Creations has represented to the City of Kennesaw they are experienced and qualified to construct such a playground; and

WHEREAS, Playground Creations has offered to provide the play features, the turf and installation for the amount of \$449,993.25.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to execute a contract with Playground Creations to construct the Inclusive Playground for Kennesaw Parks and Swift-Cantrell Park.

PASSED AND ADOPTED by the Kennesaw City Council on this 19th day of August, 2019.

ATTEST:

CITY OF KENNESAW

Debra Taylor, City Clerk

Derek Easterling, Mayor

CONTRACT AGREEMENT

This Agreement is executed this _____ day of August, 2019, by Playground Creations and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the "City", and Playground Creations hereinafter referred to as the "Contractor." The Contractor hereby agrees to design, provide materials and install ground surface as proposed by the City and specified on the attached proposal's terms and conditions incorporated herein and made a part of this Agreement by reference. See, Exhibit A. The parties hereby agree to each and every general condition and provision contained herein as follows:

1. Adequate Personnel; Conditions

The Contractor hereby warrants that it possesses adequate personnel, equipment and financial strength to perform each and every obligation contained in the Agreement documents. The Contractor further warrants that it does not have pre-existing business commitments which would prevent the Contractor from successfully completing each and every term of this Agreement. The Contractor warrants that it is professionally and fully qualified to act as the general contractor for the work designated herein and is and will remain licensed as a general contractor by all public entities having jurisdiction over the Contractor or the work designated herein.

2. Duration.

This Agreement shall be deemed in effect on the day of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed and shall complete the project within three (3) months of the letter to proceed date.

3. Price.

The parties have agreed to an Agreement price of forty-four thousand, four hundred fifty dollars (\$449,993.25).

4. Time of Essence.

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly and diligently until completion.

5. Governing Law.

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Agreement is executed in Cobb County, Georgia and that the Agreement is to be performed in the City of Kennesaw, Georgia. Each party hereby consents to the Superior Court of Cobb County, Georgia as sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement, and each party hereto waives any and all objections to venue in the Superior Court of Cobb County, Georgia.

6. Assignments.

The Contractor shall not assign or subcontract, in whole or on part, its rights or obligations pursuant to this Agreement, or any moneys due or to become due hereunder, without the prior written consent of the City.

7. Modification.

This Agreement shall not be modified verbally, but any modification of the terms of this Agreement shall be reduced to writing and signed by the duly authorized representative of each party hereto.

8. Due Diligence.

The Contractor shall perform all authorized work pursuant to this Agreement promptly and diligently in a good, proper and workmanlike manner in accordance with the terms of this Agreement.

9. Risk of Loss.

The Contractor shall be responsible for, and bear the expense of, any damage to or destruction of the goods and supplies furnished pursuant to this Agreement until such goods or supplies are delivered to, and accepted by the City at 2529 J. O. Stephenson Avenue, Kennesaw, Cobb County, Georgia or such other destination as is indicated in the Specifications or Construction Plans attached hereto.

10. Invoices.

The City shall have no obligation to pay for the goods furnished pursuant to this Agreement until the Contractor has submitted proper invoices or vouchers describing with specificity the nature of the supplies furnished, the quantity of supplies furnished and a statement that the supplies are furnished free from any lien or encumbrance.

11. Taxes.

The Contractor shall pay all applicable taxes assessed against the supplies, which form the subject of this Agreement.

12. Permits and Licenses; Site Inspection and Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying

labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement, or is guilty of a substantial violation of any provision of the Agreement documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

14. Inspection.

The Contractor shall make the materials or supplies, which are the subject of this Agreement, available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City. Inspections may also be conducted by the City Engineer.

15. Agreement Documents.

Copies of the Contractor's proposal to furnish the labor, materials and supplies and all drawings and specifications submitted during the bidding process, if any, are attached hereto and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

16. Bonds.

The Contractor hereby warrants the bid bond obtained by the Contractor, as a result of this Agreement, has been properly executed by a duly authorized representative of a surety licensed and qualified to do business in this State.

17. Additional Security.

The Contractor shall provide additional bond security in the event that the City deems additional security necessary to insure performance of the Agreement.

18. Records Retention.

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor, but without direct charge to the City, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs, or other authentic reproductions thereof.

19. Bond Verification.

The Contractor shall provide written verification from the bonding company executing the bid that such bonds are authentic and have been properly executed by a duly authorized representative. The Contractor shall furnish this written verification to the

City within sixty (60) days of the execution of this Agreement and the Contractor's failure to provide this written verification shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity.

20. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the City, its agents and employees from and against all claims, damages, actions, judgements, costs, penalties, liabilities, losses and expenses including, but not limited to, attorney fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgement, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations or indemnity which would otherwise exist as to any party or person described herein.

21. Professional Services.

If the Contractor's performance of this Agreement requires the professional services of an architect, engineer, physician, attorney, accountant, designer, surveyor, soil tester, program manager, insurance agent, pharmacist, veterinarian consultant, or medical service provider, the Contractor shall provide the City written documentation of such professional's procurement of a professional liability insurance policy with limits of liability designated as not less than one million dollars per occurrence. The Contractor shall provide such written verification to the City within sixty (60) days of the execution of this Agreement.

22. Severability.

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

23. New Materials.

The Contractor hereby represents and warrants to the City that all materials will be new unless otherwise specified, and the Contractor further represents that all work will be of good quality and free from defects in accordance with the specifications.

24. Set-off.

In the event that the City accepts supplies with minor defects, the Contractor shall deduct the proportionate cost of such defects from its invoice to the City concerning such supplies.

25. Defective Materials.

The Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship, which appear within the warranty period stated in the special provisions attached to this Agreement.

26. Defective Materials-Liability.

No provision contained in this Agreement shall be held to limit the Contractor's liability to the City for defects in the supplies furnished to an amount less than the legal limit of liability in accordance with law.

27. Manufacturer's Warranties.

No provision contained in this Agreement shall be construed to limit the terms and conditions of any manufacturer's warranty concerning the supplies furnished pursuant to this Agreement.

28. Notices.

Any and all notices pursuant to this Agreement shall be deemed to have been properly delivered when deposited in the United States mail for delivery to the Contractor at the address provided on the Contractor's proposal. Notices to the City shall be deemed to have been properly delivered when mailed to the City of Kennesaw, 2529 J. O. Stephenson Avenue, Kennesaw, Georgia 30144-2797.

29. Bid Bond.

If a bid bond is required pursuant to the City's specifications. The bid bond will be forfeited if the Contractor fails to execute an Agreement with the City substantially similar to this Agreement within fifteen (15) days after notification of the award of the Agreement.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited, to the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction specifications; and (e) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance or any part of this Agreement, an equitable adjustment shall be made in the Agreement price, the delivery schedule, or both and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such

property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

31. Variation in Quantity.

No variation in the quantity of any item called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified elsewhere in this Agreement.

32. Testing.

All supplies (which term throughout this Agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

33. Rejection of Nonconforming Materials.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the City, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the City either (i) may by Agreement or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned to the City thereby, or (ii) may terminate this Agreement for default. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the City may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

34. Inspection Facilities.

If the City makes any inspection or test on the premises the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a location other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise

provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the Agreement requirements nor impose liability on the City therefore.

35. Testing-Liability.

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Agreement requirements which may be discovered after acceptance.

36. Inspections-Records.

The Contractor shall provide and maintain an inspection system acceptable to the City covering the supplies/materials and construction hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the City during the performance of this Agreement and for such longer period as may be specified elsewhere in this Agreement.

37. Payments.

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either fifty (50%) percent of the total amount of this Agreement.

38. Termination for Cause.

The City may, subject to the provisions of Paragraph 13 herein and subject to the provisions of paragraph 46, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

39. Cost to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, Paragraph 38 or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the

performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, Paragraph 38 and/or Paragraph 46.

40. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs of the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the city, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather exceeding the average climatic conditions in the area of the work . If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the city, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials upon Termination.

If this Agreement is terminated as provided in Paragraph 13, Paragraph 38 and/or Paragraph 46, the City, in addition to any other rights provided in this Agreement may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Agreement rights (hereinafter called "construction materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the Agreement price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lienholders.

42. Review of Termination.

If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this Agreement, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City.

43. Additional Remedies.

The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

44. Subcontractors.

As used in this Agreement, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier. Contractor assumes full responsibility for the improper acts and omissions of its subcontractors or others employed or retained by Contractor in connection with the work designated herein.

45. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or undersigning for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. Termination for Convenience.

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of this Agreement shall apply to the extent applicable.

47. Contractor’s Duties upon Termination.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of such orders and subcontracts;

- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the time, and to the extent, if any, directed by the City:
 - (i) The fabricated or un-fabricated parts, work in progress, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance or, the work terminated by the Notice of Termination; and
 - (ii) The completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the City.
- (g) Use its best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
 - (i) Shall not be required to extend credit to any purchaser; and
 - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City;

Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct.

- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

48. Termination -Claims.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City his termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such thirty (30) day period of any extensions thereof. However, if the City determines the facts justify such action, the City may receive and act upon any termination claim at any time after such thirty (30) day period or extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review

required by the City's procedures in effect as of the date of execution of this Agreement determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

49. Settlement of Claims.

Subject to the provisions of Paragraph 50, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive to settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 52 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the Termination of work shall be deemed to limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

50. Payment of Claims.

In the event of the failure of the Contractor and the City to agree upon the amount to be paid to the Contractor by reason of the termination of work, the City shall determine on the basis of information available to it, the amount, if any, due to the contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (a) For completed work, services or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement appropriately adjusted for any saving of freight or other charges;
- (b) The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the cost payable above).

The total sum to be paid to the Contractor under (a) and (b) of the paragraph shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated. Except for normal spoilage, and except to the extent of the City shall have otherwise expressly

assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the City or to a buyer.

51. Set-Offs from Payment.

In arriving at the amount due the Contractor, there shall be deducted:

- (a) All unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this Agreement;
- (b) Any claim which the City may have against the Contractor in connection with this Agreement; and
- (c) The agreed price for, or the proceeds of sale of, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this Agreement, and not otherwise recovered by or credited to the City.

52. Partial Termination.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

53. Partial Price.

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7%) percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

54 Acceptance of Work and Final Payment.

A. Before final acceptance of the work and payment to the Contractor of the percentage retained by the City, the following requirements shall be complied with:

1. Final Inspection. Upon notice from the Contractor that the work is completed, the City shall make a final inspection of the work and shall notify the Contractor of all instances where the work fails to comply with the Agreement Documents, as well as any defects the City may discover. The Contractor shall immediately make such alterations as are necessary to make the work comply with the Agreement Documents.
2. Liens. Final acceptance of the work will not be granted and retained percentage will not be due or payable until the Contractor has furnished the City proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the work under this Agreement have been settled, and that no legal claims can be filed against the City for such labor or materials.
3. Final Estimate. When the work under this Agreement is completed, a final estimate shall be submitted representing the original Agreement sum plus or minus all Change Orders to the Agreement. The final payment shall not be due until the Contractor shall have completed all work, necessary and reasonably incidental to the Agreement, including final clean up, and shall have delivered to the City a release of all liens arising out of the Agreement, or receipts in full certifying complete payment for all materials and labor for which liens could be filed, or a bond acceptable to the City indemnifying the City against any lien.
4. Acceptance and Final Payment. All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. The amount of the final estimate less the ten percent (10%) retained and less the sum of all prior payments will be paid to the Contractor within thirty (30) days after approval by the City. The retained percentage will not be due or payable to the Contractor until after a sixty (60) day maintenance period, during which time the Contractor will be required to maintain all work done by him in a first-class manner.

B. Acceptance of the work and the making of final payment shall not constitute waiver of any claims by the City. Payments otherwise due the Contractor may be withheld by the City because of defective work not remedied, liens filed, unadjusted damage to others by the Contractor or subcontractors, vendors or laborers.

55. Immigration Compliance

Georgia Security and Immigration Compliance Act. 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. A federal immigration verification 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. *See*,
CONTRACTOR/SUBCONTRACTOR affidavit attached as Exhibit B.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above
written.

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor

ATTEST:

Debra Taylor, City Clerk

Approved as to form by:

City Attorney

CONTRACTOR

By: _____

Date: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ Day of _____, 20____.

Notary Public
Commission Expires: _____

EXHIBIT A

Exhibit B

CONTRACTOR'S/SUBCONTRACTOR'S AFFIDAVIT

E-VERIFY

By executing this affidavit, the undersigned contractor and or 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 on behalf of the **CITY OF KENNESAW**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of

Authorization

Name of Contractor/ Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on this _____ day of _____, 20__.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC My Commission Expires:



ALL PURCHASE ORDERS, CONTRACTS,
PLAYGROUND CREATIONS
1500-K Southland Circle
Atlanta, Georgia 30318
678-904-4080 FAX 404-367-9441

PROPOSAL Artificial Turf

CONTACT: Phone:	Ken Erdoes 404-242-7402	DATE:	7/29/2019
CUSTOMER: Phone:	City of Kennesaw - Steve Roberts 770-422-9714	DESTINATION:	
SHIP TO: Address: City/ST/Zip eMail: Phone:	Swift Cantrell Park 3140 Old 41 Highway NW Kennesaw, GA 30144 sroberts@kennesaw-ga.gov 470-460-0780	FREIGHT/F.O.B.: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect 50% Deposit Due Upon Acceptance, Balance Due Upon Completion (Subject To Credit Approval) Estimated Shipping Time:	
BILL TO: Address: City/ST/Zip Phone:	City of Kennesaw 2529 J.O. Stephenson Kennesaw, GA 30144 404-679-4840	Additional Notes:	

We are pleased to submit this proposal to supply the following items:

Project Name:		City of Kennesaw Swift Cantrell Park Inclusive Playground				
QTY	ITEM NO.	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	WEIGHT	EXTENDED AMOUNT
					-	\$ -
1	1136941-01	Per Renderings and DWT Included	19089	\$ 205,915.00	19,089	\$ 205,915.00
				\$ -	-	\$ -
				\$ -	-	\$ -
				\$ -	-	\$ -
18000		To Include:		\$ 10.50	-	\$ 189,000.00
		60 oz Turf with Sand Infill		\$ -	-	\$ -
		Turf Safety Pad		\$ -	-	\$ -
		Crushed Stone Base		\$ -	-	\$ -
		Demo Mulch/Grading		\$ -	-	\$ -
				\$ -	-	\$ -
		Drainage to be determined		\$ -	-	\$ -
				\$ -	-	\$ -
1		5% Bid Bond		\$ 21,428.25	-	\$ 21,428.25
				\$ -	-	\$ -
				\$ -	-	\$ -
				\$ -	-	\$ -
				\$ -	-	\$ -
				\$ -	-	\$ -

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.				Total Weight	19,089	\$ 416,343.25
					*	\$ -
				Net Amount		\$ 416,343.25
				Customer Loyalty Discount		\$ (36,850.00)
ACCEPTED BY CUSTOMER				Installation		\$ 54,500.00
				Freight		\$ 16,000.00
PRINT NAME <i>Ken Erdoes</i>				Sales Tax		
				TOTAL		\$ 449,993.25
PROPOSED BY PLAYGROUND CREATIONS REPRESENTATIVE <i>Ken Erdoes</i>						

FOR LSI USE ONLY

24 Hour Call Prior To:	
Influencer:	
Rep #	

PlayCAD Quote

Date:05/30/2019
By:tnerison

Rep Organization: Playground Creations
Contact Person: Ken Erdoes

Quote No: 1136941-01-01

Project Title: Swift Cantrell Inclusive Playground

Location: Kennesaw GA 30144

PlayBooster® (5-12 years)						
PHASE-1 Direct Bury Steel			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
PlayBooster®						
Bridges & Ramps						
1	120325A	Ramp Berm Exit Plate Concrete Wall			30.0	370.00
3	156232A	Ramp w/Guardrails w/Curbs Meets ASTM	435.0	3,825.00	1305.0	11,475.00
1	184490C	Swiggle Stix Bridge w/o Deck Connections DB			156.0	5,570.00
1	193171C	SwiggleKnots Bridge w/o Deck Connections DB Only			141.0	5,570.00
Climbers Other						
1	185583A	Ring Tangle Climber Ground Level ¹			114.0	1,515.00
Climbers W/Permalene Handholds						
1	184605A	O-Zone 3-Ring Climber Ground to Ground DB			121.0	4,365.00
Custom						
1	CP000486A	DTR PB NetPlex 14-Post Use w/14-Post Shade			155.0	1,955.00
1	CP000485A	DTR PB SkyWays 40ft dia. 14-Post NetPlex Shade			6100.0	32,760.00
Decks						
3	178710A	Hexagon Tenderdeck	285.0	2,665.00	855.0	7,995.00
Enclosures						
4	191031A	Accessible Panel Curb	5.0	100.00	20.0	400.00
4	111240A	Balcony Deck	116.0	1,165.00	464.0	4,660.00
3	160694A	Barrier With Infill Panel	32.0	555.00	96.0	1,665.00
1	164094A	Bongo Reach Panel Above Deck			37.0	815.00
1	135731A	Chimes Reach Panel Above Deck			31.0	1,165.00
1	127953A	Handhold Panel Set			24.0	260.00
1	127439A	Navigator Reach Panel Above Deck			28.0	630.00
1	135729A	Periscope Reach Panel Above Deck			46.0	1,430.00
1	164148A	Ring-A-Bell Reach Panel Above Deck			31.0	890.00

PlayCAD Quote

Date:05/30/2019
By:tnerison

Rep Organization: Playground Creations
Contact Person: Ken Erdoes

Quote No: 1136941-01-01

Project Title: Swift Cantrell Inclusive Playground

Location: Kennesaw GA 30144

PlayBooster® (5-12 years)						
PHASE-1 Direct Bury Steel			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
1	127440A	Trail Tracker Reach Panel Above Deck			19.0	435.00
Mainstructures						
1	194659B	Disc Net Climber for 14-Post Mainstructure			782.0	27,070.00
Motion & More Fun						
3	166809A	E-Pod Seat	11.0	280.00	33.0	840.00
1	201546A	Gyro Twister DB ¹			106.0	1,750.00
1	193174A	Sol Spinner DB ¹			128.0	2,110.00
Overhead Events						
1	193170A	LolliLadder w/2 E-Pods			81.0	2,290.00
Posts						
3	111404R	108"Steel Post DB	65.0	260.00	195.0	780.00
1	111404Q	116"Steel Post DB			70.0	265.00
1	111404O	132"Steel Post DB			78.0	275.00
1	111404O	132"Steel Post DB 42" BURY			78.0	275.00
2	111405Q	50"Steel Flush Post w/Turtle Cap DB	31.0	345.00	62.0	690.00
2	111404V	76"Steel Post DB	47.0	215.00	94.0	430.00
6	111404U	84"Steel Post DB	51.0	225.00	306.0	1,350.00
13	111404T	92"Steel Post DB	56.0	235.00	728.0	3,055.00
Slides						
1	189313A	Rushwinder DB Right			309.0	4,570.00
Freestanding Play						
Motion & More Fun						
1	138871A	Sway Fun Wheelchair Glider 16"Height ¹			1256.0	14,825.00
1	248819B	We-Go-Round w/Perf Panels - 3 seats DB Only ¹			2158.0	26,875.00
1	158105A	Wobble Pod DB Only			122.0	1,390.00
Sensory Play						
1	168102A	Alphamaze and Labyrinth Panel			18.0	495.00
1	168662A	Marble Panel			36.0	1,650.00
1	168104A	Optigear Panel			41.0	2,750.00
1	177721A	Rain Sound Wheel Panel			56.0	1,925.00
1	214443A	Rhapsody Goblet Drum DB			59.0	1,330.00
1	214445A	Rhapsody Kettle Drum DB			65.0	1,330.00
1	214444A	Rhapsody Kundu Drum DB			54.0	1,330.00

PlayCAD Quote

Date:05/30/2019
By:tnerison

Rep Organization: Playground Creations
Contact Person: Ken Erdoes

Quote No: 1136941-01-01

Project Title: Swift Cantrell Inclusive Playground

Location: Kennesaw GA 30144

PlayBooster® (5-12 years)

PHASE-1 Direct Bury Steel

QTY	NO.	DESCRIPTION	UNIT		TOTAL	
			WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)
4	168100A	Sensory Play Center Wall DB	88.0	1,215.00	352.0	4,860.00
2	168101A	Sensory Play Center Wall End DB	38.0	810.00	76.0	1,620.00
5	168661A	Sensory Play Station Plate			0.0	0.00

Signs

1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			24.0	0.00
---	---------	--	--	--	------	------

Smart Play® (2-5 years)

PHASE-1 Direct Bury Steel

QTY	NO.	DESCRIPTION	UNIT		TOTAL	
			WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2019)

Smart Play®

Ages 2-5 Yrs

1	223857A	Loft DB			1925.0	15,860.00
---	---------	---------	--	--	--------	-----------

Freestanding Play

Signs

1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury			24.0	0.00
---	---------	---	--	--	------	------

SUMMARY

	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (man-hours)	WEIGHT (lb)	PRICE (2019)
PlayBooster® (5-12 years) PHASE-1	498.1	84	171.5	17,140.0	190,055.00
Total Safety Zone Area = 3219 sq. ft.					
Smart Play® (2-5 years) PHASE-1	26.2	20	32.8	1,949.0	15,860.00
Total Safety Zone Area = 3219 sq. ft.					

ALL PHASES	PlayBooster®	360.7	67	113.5	12,823.0	129,675.00
	Freestanding Play	138.8	18	58.8	4,341.0	60,380.00
	Smart Play®	24.9	19	32.0	1,925.0	15,860.00
	Total	524.3	104	204.3	19,089.0	205,915.00

PlayCAD Quote

Date:05/30/2019
By:tnerison

Rep Organization: Playground Creations
Contact Person: Ken Erdoes

Quote No: 1136941-01-01

Project Title: Swift Cantrell Inclusive Playground

Location: Kennesaw GA 30144

- Square Footage calculation is approximate and for estimation purposes only. Landscape Structures shall not be held liable for any costs associated with surfacing by others.
- Estimated man-hours do not include hours for custom product installation or site preparation.
- ¹ This Quote has a total weight above 5,000 lbs or product(s) that require a freight quote. Freight tables cannot be used - Please contact LSI for a freight quote.
- This quote is valid for 60 days. Purchase orders submitted with an expired quote are subject to price changes. Custom freight quotes are valid for 30. Expired custom freight quotes are subject to changes.

Swift Cantrell Inclusive Playground

Kennesaw GA 30144

May 30, 2019

1136941-01-01-01



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

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shapedbyplay.com

Proudly presented by:

Ken Erdoes



Swift Cantrell Inclusive Playground

Kennesaw GA 30144

May 30, 2019

1136941-01-01-02



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Ken Erdoes



Swift Cantrell Inclusive Playground

Kennesaw GA 30144

May 30, 2019

1136941-01-01-03



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Ken Erdoes



Swift Cantrell Inclusive Playground

Kennesaw GA 30144

May 30, 2019

1136941-01-01-04



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Swift Cantrell Inclusive Playground

Kennesaw GA 30144

May 30, 2019

1136941-01-01-05



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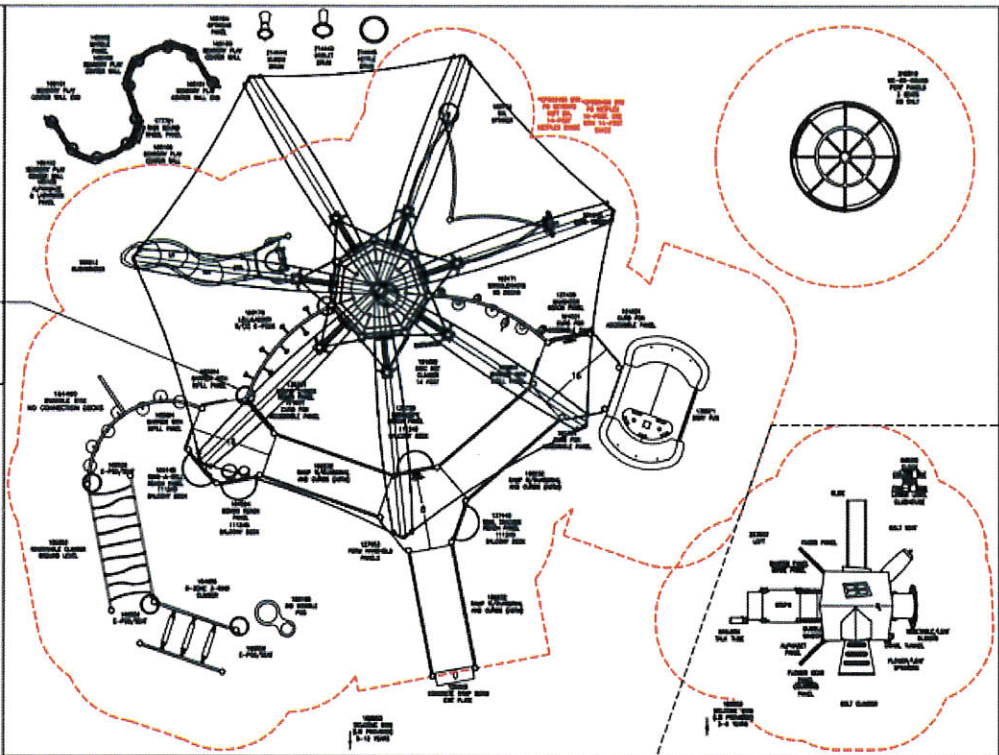
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Proudly presented by:

Ken Erdoes



Wheelchair
Gazebo Swing
Arbor by
Others



ALL EQUIPMENT MUST BE 9' AWAY

57'-R⁸ 60

Figure 1 is a schematic diagram of a vertical column, likely representing a water column. The column is divided into two sections by a horizontal dashed line. The top section is labeled "5-12 AGE" and the bottom section is labeled "2-5 AGE". The total height of the column is indicated as "60'" on the right side. The height of the top section is indicated as "57'-8"

5-12 AGE 0-12 years

PayDonster:
6-12 years

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	10	REQUIRED	5
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	15	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	13	REQUIRED	13

2-5 AGE Max Fall Height: 44 inches

Smart Play®
(2-3 years)
Max Fall Height: 44 inches

TOTAL ELEVATED PLAY COMPONENTS	5		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

THIS DRAWING HAS A SKYWAYS
SHADE ON IT, A SEPARATE
FREIGHT QUOTE FROM DALLAS
SKYWAYS FACILITY IS REQUIRED

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

Swift Cantrell
Inclusive Playground
Kennesaw, GA 30144

Playground Creations

Ken Erdoes

SYSTEM TYPE:
PlayBooster

DRAWING #: 1136941-01-01



Mr.
landscape
structures



The play components identified on this page are PECEP certified. (Unless model number is preceded with "T" the use and listed of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.acehardware.com

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 2-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, ON WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DRAINAGE, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SITE, CHANGELAND, & LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SELECTIONS SHOULD NOT BE MADE PRIOR TO ORDERING. SELECTIONS SHOULD NOT BE MADE PRIOR TO ORDERING. SELECTIONS SHOULD NOT BE MADE PRIOR TO ORDERING.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (IEF, ASTM F1472) STUNDED CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REMINDING: THE SURFACING MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "DRENCH DRAIN".

ACCESSIBLE/PROTECTIVE SURFACING TO
BE A COMBINATION OF UNIFORM AND
LOOSE-FILL MATERIALS

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY"

DESIGNED BY:

TNN
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LANDSCAPE STRUCTURES, INC.
401 7th STREET SOUTH - P.O. BOX 108
DELAWARE, MINNESOTA 55838
M 1-800-328-0238 FAX 1-763-873-8000

Date	Previous Drawing #	Initials
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**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	City Manager reports, discussions and updates.
Agenda Comments:	
Funding Line(s)	



**Regular Meeting Agenda
8/19/2019 6:30 PM
Council Chambers**

Title of Item:	Mayoral and City Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor and/or City Council to any Board, Committee, Authority or Commission requiring an appointment to fill any vacancy, resignation, and to create or dissolve committees, as deemed necessary.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Board Liaisons	3/28/2019	Backup Material
911 Advisory Board	4/2/2019	Backup Material
Art & Culture Commission	8/12/2019	Backup Material
Cemetery Preservation Commission	8/6/2019	Backup Material
City/Sports Association	1/7/2019	Backup Material
Construction Board of Adjustment and Appeals	1/7/2019	Backup Material
Depot Park Amphitheatre Committee	4/16/2019	Backup Material
Ethics Board	1/29/2019	Backup Material
Events Committee	7/15/2019	Backup Material
Historic Preservation Commission	7/9/2019	Backup Material
Keep Kennesaw Beautiful	7/15/2019	Backup Material
Kennesaw Citizens Advisory Committee	5/1/2019	Backup Material
Kennesaw Development Authority	1/7/2019	Backup Material

Kennesaw Downtown Development Authority	1/24/2019	Backup Material
License Review Board	1/7/2019	Backup Material
Planning Commission	1/7/2019	Backup Material
Public Art Commission	3/6/2019	Backup Material
Recreation Center Development Committee	1/7/2019	Backup Material
Urban Redevelopment Agency	1/7/2019	Backup Material

2019 Mayor's Appointments

COUNCIL LIAISON TO BOARDS
ART & CULTURE COMMISSION
David Blinkhorn
CITY SPORTS EXECUTIVE
Pat Ferris
Chris Henderson
CEMETERY PRESERVATION
James Eaton
David Blinkhorn
KEEP KENNESAW BEAUTIFUL
Tracey Viars
HPC
Pat Ferris
KDA
Chris Henderson
KDDA
Tracey Viars
PLANNING COMMISSION
David Blinkhorn
YOUTH COUNCIL
COUNCIL APPT OF MAYOR PRO TEM
Chris Henderson

COURTS (term indefinite):

PHILIP TAYLOR, Chief Judge

CHARLES CHESBRO, Assisting Judge

JOEL SIEGEL, Judge Emeritus

H. LUKE MAYES (Assisting Probable Cause Judge)

BENTLEY, BENTLEY & BENTLEY, Law Firm and Solicitor

MAULDIN & JENKINS, LLC, Auditor

CROY ENGINEERING, City Engineer

JEFF DROBNEY, City Manager

DEBRA TAYLOR, City Clerk

2019 KENNESAW/ACWORTH 9-1-1 ADVISORY BOARD

Members ratified by the City Council

Meet as needed

MEMBERS	PHONE, FAX, EMAIL
Jeff Drobney Kennesaw City Manager	770-424-8274(w) jdrobney@kennesaw-ga.gov
Brian Bulthuis Acworth City Manager	770-974-3112 (w) bbulthuis@acworth.org
Bill Westenberger Kennesaw Chief of Police	770-422-2505 (w) 678-414-9651 (c) wwestenberger@kennesaw-ga.gov
Wayne Dennard Acworth Chief of Police	770-974-1232 (w) 770-652-9948 (c) wdennard@acworth.org
Pat Ferris, Primary Kennesaw Councilmember	404-599-5761 (c) pferris@kennesaw-ga.gov
Chris Henderson, Alternate Kennesaw Councilmember	404-599-6189 (c) chenderson@kennesaw-ga.gov
Tim Richardson Acworth Alderman	770-974-3112 (City Hall) trichardson@acworth.org
Gene Pugliese Acworth Alderman	770-974-3112 (City Hall) gpugliese@acworth.org
Linda Davis Kennesaw 911 Director	404-664-3665 (c) ldavis@kennesaw-ga.gov
Randy Crider Cobb County Fire	770-528-8000 (w) randy.crider@cobbcounty.org
Metro Ambulance	Devan Seabaugh 770-693-8402 (w) Devan.Seabaugh@MAAS911.com

2019 ART AND CULTURE COMMISSION

Est. by Ordinance 2013-15; 7 members (1 architect, 1 art council or foundation member, 2 residents, 1 college/university professor or student, 1 City business owner, 1 KDA member); staggered 2-year and 3-year terms; Commission meets 3rd Thursday of each month at 6:30 PM in the Council/Court Chambers.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Karen Backus, Chair	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	2019 [2 yr term]
Clemens Bak	13 Boones Ridge Parkway Acworth 30102 crbakdesign@yahoo.com 770-676-4156	2019 [3 yr term]
Daniel Barnard	3365 Fawn Trail Marietta, GA 30066 Danielbarnard68@att.net (c) 678-551-3823	2019 [3 yr term]
Valerie Dibble	9609 Loblolly Lane Roswell 30075 vdibble@kennesaw.edu 404-702 2960 (cell)	2019 [2 yr term]
Kim R Meacham, Secretary	3793 N Hampton Dr., Kennesaw 30144 krmeacham@bellsouth.net (c) 770.354.6963	2019 [3 yr term]
Jessica Patterson	4522 Rambling Road Kennesaw 30144 jkpatterson12@gmail.com 404 713-5345	2019 [2 yr term]
Carol Sills	1514 Barksdale Court NW Kennesaw 30152 csills2859@att.net 678-290-9199	2019 [3 yr term]
Staff Liaison: Darryl Simmons	(770) 424-8274 ext 3121 dsimmons@kennesaw-ga.gov	---
Council Liaison: David Blinkhorn	dblinkhorn@kennesaw-ga.gov 404-599-6185	---
P&R Staff Liaison: Amanda Glass	aglass@kennesaw-ga.gov 770-424-8274 ext 3205	

Kennesaw Council Chambers
2529 J. O. Stephenson Avenue, Kennesaw 30144

2019 CEMETERY PRESERVATION COMMISSION

Cemetery Preservation Commission Members – 9 members - 4 year staggered terms. Created by Ordinance No. 2001-03, updated by Ord. No. 2002-33, 2007-28 and 2014-06. Meets every 2nd Thursday at 4:00 p.m. in City Hall Training Room.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mark Bishop	5636 Forest Place Acworth, GA 30102 mark.bishop@comcast.net 678-910-9859	Dec 2021
Joe Bozeman, Jr. Vice Chair	Jbox807349@aol.com 1510 Wimbledon Dr., NW Kennesaw, GA 30144 (c) 404-444-2018 (h) 770-428-1607	Dec. 2021
Mickey Bozeman	3359 Kimberly Road Kennesaw 30144 charlesbozeman@comcast.net (c) 770-315-7505	Dec. 2020
Andrew Bramlett	Honorary Commission Member lpbramlett@hotmail.com	
Lewis P. Bramlett Secretary	2990 Summerfield Court Kennesaw 30152 lpbramlett@hotmail.com (c) 770-235-5888	Dec. 2020
Mary Helyn Hagin Chair	mhhagin@gmail.com (h) 770-427-5563 (c) 404-316-2154 1459 Ridgeway Drive Acworth, GA 30102	Dec. 2020
Loriann White	1140 Liberty Grove Road Alpharetta 30004 (404) 406-0617 loriannwhite83@gmail.com	Dec. 2021
<i>Vacant</i>		Dec. 2017
<i>Vacant</i>		Dec. 2020
Council Liaison: James Eaton, Primary	(c) 404-496-2565 jeaton@kennesaw-ga.gov	---
Council Alternate: David Blinkhorn	(c) 404-599-6185 dblinkhorn@kennesaw-ga.gov	

Staff Liaison: Jeff Drobney City Manager	jdrobney@kennesaw-ga.gov	---
Staff Liaison: Lea Addington, Assistant City Clerk	laddington@kennesaw-ga.gov	---
Staff Liaison: TBD Public Works Director	rstewart@kennesaw-ga.gov	---
Staff Liaison: Rod Bowman, Public Works Sexton	rbowman@kennesaw-ga.gov	

2019
CITY/SPORTS ASSOCIATION EXECUTIVE COMMITTEE

Committee meets the 3rd Tuesday of January, April, July and October @ 7:30 AM
at the Ben Robertson Community Center, Administrative Conference Room.
Ordinance No. 2007-07 Establishing.

MEMBERS	PHONE, FAX, EMAIL
Jeff Drobney	jdrobney@kennesaw-ga.gov
Steve Roberts, Parks & Recreation Director	sroberts@kennesaw-ga.gov
Deann Aldridge (President, Kennesaw Futbol Club)	Ahight15@gmail.com cell: 678-428-2636
Brandi Miller (President, Kennesaw Girls Softball)	bmiller.masondev@gmail.com cell: 770-329-8741
Zack Typher (Kennesaw Baseball), Chair	presidenttofkba@gmail.com cell: 678-749-8018 home:
Kenny Phillips (President, Kennesaw Youth Football Association)	phillipskenn@gmail.com Cell: 404-396-9181
Billy Warren, P&R Assistant Director	bwarren@kennesaw-ga.gov cell: (404) 664-2771
Trici Styles, Secretary	dstyles@kennesaw-ga.gov 770-422-9714 ext. 3211
Pat Ferris Council Liaison	pferris@kennesaw-ga.gov 404-599-5761
Chris Henderson Alternate Council Liaison	chenderson@kennesaw-ga.gov 404-599-6189
Joshua Hunter P&R, Program Coordinator	jhunter@kennesaw-ga.gov 770-422-9714 ext. 3013

2019 CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Board formed by Ordinance No. 2006-06 and Resolution No. 2006-31, 2006. 7 members, will include an architect/engineer, building contractor, electrical contractor, mechanical contractor, plumbing contractor, and two (2) at-large positions. 4-year terms. Board meets on an as-needed basis. Bylaws adopted by Resolution 2006-51.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mike Graham	Mike Graham Construction Inc. 3481 Canton Road Marietta, GA 30066 mgci89@yahoo.com Phone: 770-928-6036	Dec. 2022
Don Massaro	Integrity Fire Extinguisher LLC 1606 Donovans Ridge Kennesaw, GA 30152 integrityextg@gmail.com Phone: 404-680-3328	Dec. 2022
Dennis McKeon, Sr. Vice-Chairman	D. McKeon Heating & Air Conditioning Inc. 2260 Moon Station Court Bldg 300 Kennesaw, GA 30144 dennis@dmckeon.com Phone: 770-425-8779	Dec. 2022
Rob Moon	Stone Forest Materials General Manager 2501 South Main Street Kennesaw, GA 30144 rob@stoneforest.net Phone: 770-590-1700	Dec. 2022
Jim Quigley Chairman	North Cobb Electrical Services, Inc. P.O. Box 613 Kennesaw, GA 30156 jquigley@ncobbelectrical.com Phone: 678-449-6028	Dec. 2022
Greg Teague	Croy Engineering 200 Cobb Parkway North #413 Marietta, GA 30062 gteague@croyengineering.com Phone: 770-971-5407	Dec. 2022
<i>Vacant</i>		Dec. 2022
Scott Banks, Building Official	City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw 30144 sbanks@kennesaw-ga.gov 404-964-3298	---

2019 DEPOT PARK AMPHITHEATRE COMMITTEE

Meets as needed. Established April 15, 2019

MEMBERS	PHONE, FAX, EMAIL
Mike Everhart	michael@greatgigdance.com 678-793-8435
Bob Fox	rfox@kennesaw-ga.gov 770-424-8274 ext.3101
Gary Hasty, KDDA rep.	ghasty@kennesaw-ga.gov (c) 404-219-1801
Dale Hughes	dale@jeremiah360.com 678-575-4396
Marty Hughes	mhughes@kennesaw-ga.gov 770-424-8274 ext. 3017
Keith Perissi	keithperissi@mindspring.com 678-575-4396
Steve Roberts	sroberts@kennesaw-ga.gov 770-424-8274 ext 3210
Tracey Viars	tvians@kennesaw-ga.gov 404-822-8589
Candice Wharton	candicewharton@gmail.com 770-596-2594
Joyce Yung	joycekyung@bellsouth.com 404-987-9181

2019 ETHICS BOARD MEMBERS

5 members, 2-year terms - Board meets 3rd Tuesday of April & October, 6:30 p.m. in the Ben Robertson Community Center. Qualifications: City resident with residency of 12 months prior to serving as a member. Shall not be a member of any other board or commission. Established by Ordinance dated December 19, 1994.

MEMBERS	PHONE, FAX, E-MAIL	TERM EXPIRES
Brian Boughner	bkboughner@bellsouth.net 678-595-5759	Dec. 2019
Ron Davis	2619 Winterthur Main NW Kennesaw, GA 30144 Rodavis57@gmail.com 404-909-9157	Dec. 2020
Chelsey Kinsinger	3153 Kirkwood Drive NW Kennesaw, GA chelsey.kinsinger@gmail.com 404-543-4970	Dec. 2019
Robert Quigley	2633 Morningside Trail Kennesaw, GA 30144 rquigley@cobbcounty.org (c) 404-941-4603 (w) 770-499-4617	Dec. 2020
Karen Whipple	3748 Park Trace, Kennesaw Ga 30144 kwhipple@bellsouth.net 404-538-8085	Dec. 2019

2019 EVENTS COMMITTEE

Effective February 1, 2010, appointed by the Mayor. Members comprised of the following department heads or their designees – Parks & Recreation, Police, Public Works, Smith-Gilbert Gardens, Museum, Public Relations, Assistant to City Manager, Economic Development, and Building Services. Committee meets on the 1st Thursday of each month at 3:30 PM at Ben Robertson Community Center, and has the authority to make policy decisions. One vote per department.

DEPARTMENT	E-MAIL & PHONE
PARKS & RECREATION Amanda Glass Brittani Farmer Steve Roberts	aglasss@kennesaw-ga.gov 770-422-9714 ext 3028 bfarmer@kennesaw-ga.gov 770-422-9714 ext 3013 sroberts@kennesaw-ga.gov 770-422-9714 ext 3210
POLICE <i>Vacant</i> Sgt. Adam Hainline	ahainline@kennesaw-ga.gov 404-423-8271
PUBLIC WORKS Ricky Stewart David Wilson	rstewart@kennesaw-ga.gov 678-458-4179 dwilson@kennesaw-ga.gov 404-857-6263
SMITH-GILBERT GARDENS Mark Wolfe	mwolfe@kennesaw-ga.gov 770-919-0248 ext 3249
MUSEUM <i>Vacant</i> Nichole Alexander	nalexander@kennesaw-ga.gov
CITY MANAGER <i>Vacant</i>	
COMMUNICATIONS Rebecca Graham	bgraham@kennesaw-ga.gov 770-424-8274 ext 3018
ECONOMIC DEVELOPMENT Miranda Jones-Taylor	mjones@kennesaw-ga.gov 678-255-7836
BUILDING SERVICES Scott Banks	sbanks@kennesaw-ga.gov 678-794-0730
FACILITIES Robbie Balenger	rbalenger@kennesaw-ga.gov 678-674-3387
KDDA Mark Allen	mark@lazyguybrands.com

2019 HISTORIC PRESERVATION COMMISSION

7 members, 2-year terms - Board meets 3rd Tuesday @ 8:00 a.m. in Council Chambers. Qualifications: City and County residents with a majority being City residents. Members serve 2 year terms.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mary Baldwin Secretary	3846 Maybreeze Road Kennesaw 30144 marykb@gmail.com (c) 770-401-2121	Dec 2020
Rachel Butler	4192 Gramercy Main Kennesaw 30144 rachelzmadrid@gmail.com 770-842-9902	Dec 2019
Mike Ferguson	3939 Jim Owens Road Kennesaw 30152 Mferguson3939@gmail.com (c) 770-235-2302	Dec. 2020
Patrick Gallagher	2575 Fairlawn Downs NW Kennesaw 30144 pgallagher@partneresi.com patgallagher2019@gmail.com 404-661-2420	Dec. 2020
Brandi May Chair	4318 Brighton Way Kennesaw, GA 30144 (c) 770-500-0598 maybrandi@att.net	Dec. 2019
Robert Sterling	3843 Nowlin Road Kennesaw 30144 bsterling@dot.ga.gov (c) 770-885-5669	Dec 2020
Kevin Whipple	1261 Wynford Colony NW Marietta 30064 whipple.kevin@gmail.com (c) 404-309-4988	Dec. 2019
Council Liaison: Pat Ferris	404-599-5761 pferris@kennesaw-ga.gov	---
Staff Liaison: Darryl Simmons	(w) (770) 424-8274 dsimmons@kennesaw-ga.gov	
Staff Liaison: Jeff Drobney	(w) (770) 424-8274 jdrobney@kennesaw-ga.gov	---

2019 KEEP KENNESAW BEAUTIFUL BOARD

Formerly GreenSpace Committee then Environmental Committee. Created 06/20/05 Resolution No 2005-39, revised 02/06/12 Resolution No. 2012-10. The Board shall consist of no less than seven (7) members. Membership is open to City residents, Cobb County residents, and City staff, with the majority of members being City residents; the residency requirements may be waived in the event there are not enough interested City residents to fill a majority of vacant memberships. City Council members may serve as liaison members of the Board but shall not be voting members; Mayor is an ex-officio member. Members (re)appointed by the Mayor and City Council. Two-year terms. Meets the 2nd Thursday of each month, 6:00 p.m. in the Chambers.

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Aaron Budsock	3214 Shirley Drive NW Kennesaw 30144 aaron.m.budsock@gmail.com (c) 404-987-3783	Dec. 2020
Annette Clark:	2931 Stilesboro Ridge Court Kennesaw 30152 annetteclark4116@att.net (c) 770-597-4116	Dec. 2019
Carrie Pinson	3147 Justice Mill Court NW Kennesaw 30144 clpinson@comcast.net (c) 770-310-5222	Dec. 2020
Kimberly Taylor	4420 Wooded Oaks NW Kennesaw 30152 kimberlytaylor102012@gmail.com (c) 678-815-4880	Dec. 2020
Trent Trees	3423 Owens Pass Kennesaw, GA 30152 (h & w) 770-917-8699 trenttrees@aol.com	Dec. 2020
Grey Won, Public Works Staff Liaison	(c) 470-651-8610 gwon@kennesaw-ga.gov	
Mayor Derek Easterling, ex-officio member	(c) 404-496-2563 deasterling@kennesaw-ga.gov	
Ricky Stewart, Public Works Director ex-officio member	(c) 678-458-4179 rstewart@kennesaw-ga.gov	
Council Liaison: Ex-officio member Tracey Viars	(c) 404-822-8589 tviars@kennesaw-ga.gov	

2019 KENNESAW CITIZENS ADVISORY COMMITTEE

Meets the 4th Thursday of each month (except Nov. & Dec. then they meet on 3rd Thursday) at 6:30 p.m. in the Training Room, established March 30, 2011. An advisory committee to the City Manager; 2-year terms

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Bobby Copeland, Secretary	P.O Box 1119 Kennesaw, GA 30156 323-816-7347 bcopelan2003@yahoo.com	Dec. 31, 2019
Jacque Cullins	P. O. Box 475, Kennesaw 30156-0475 770-422-7667 Jc7667@aol.com	Dec. 31, 2020
Glenn Dawkins	2641 Ives Way NW Kennesaw 30152 dawkinsg@gmail.com (c) 954-247-8573	Dec. 31, 2020
Carlene Fregeolle	2549 Park Drive NW Kennesaw 30144 carlenefregeolle@yahoo.com 678-464-4146	Dec. 31, 2019
Karen Gitau	2749 Country Creed Way NW Kennesaw 30152 Karen-gitau@yahoo.com 404-414-7244	Dec. 31, 2019
Teresa Huey	2081 Twelve Oaks Circle NW thuey2@bellsouth.net 770-429-8079 (h) 678-200-5162 (c)	Dec. 31, 2019
Antonio Jones	1870 Grant Court NW Kennesaw 30144 Antoniojones89@gmail.com 267-625-3379 (c)	Dec. 31, 2019
Bill Maxson	2500 S. Main Street Kennesaw, GA 30144 (c) 404-823-3177 (w) 770-423-1969 wamaxson@aol.com	Dec. 31, 2019
Michelle Newman	1620 Clifton Downs Court Kennesaw 30144 404-416-9243 (c) new8241@bellsouth.net	Dec. 31, 2019
Kathy Rechsteiner	3291 McGarity Lane Kennesaw 770-330-3297 (c) Srechst3@kennesaw.edu	Dec. 31, 2020
David Shock, Chair	2010 Jebbs Ct. NW Kennesaw 30144 Davidshock30144@outlook.com 770-425-0590	Dec. 31, 2020
Candice Wharton	1957 Barrett Knoll Circle Kennesaw 30152 candicewharton@gmail.com (c) 770-596-2594	Dec. 31, 2020
Joyce Yung Vice Chair	2046 Ellison Way 404-987-9181 Joycekyung@bellsouth.net	Dec. 31, 2019

2019 KENNESAW DEVELOPMENT AUTHORITY

7 members 4-year terms created by Resolution 1995-15 - Board meets the 3rd Wednesday of each month at 6:00 p.m. in Council Chambers. Qualifications: The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

MEMBERS	PHONE, FAX, EMAIL	TERM EXP.
Richard Blevins, Jr.	3895 Collier Trace Kennesaw 30144 richardblevins@cobbcountylaw.com (w) 678-354-2290 (c) 678-428-2264	Dec. 2021
Jay Brimberry	4225 Highcroft Main NW Kennesaw 30144 jbrimberry@kennesaw-ga.gov (c) 678-794-5332	Dec. 2019
Bob Cook	3618 N. Hampton Drive Kennesaw bcook@kennesaw-ga.gov (c) 678-524-9953 (h&w) 770-422-2487	Dec. 2019
Lisa Neff	3843 Princeton Oaks Kennesaw 30144 Lneff@kennesaw-ga.gov (c) 678-491-9179	Dec. 2019
Keith Palmer	2318 Holden Way Kennesaw 30144 kpalmer@kennesaw-ga.gov 404-983-4099	Dec. 2021
Nimesh Patel	4154 Havenwood Court Kennesaw, GA 30144 npatel@kennesaw-ga.gov (H & cell) 404-597-1063	Dec. 2021
Matt Riedemann	4111 Kentmere Main NW Kennesaw 30144 mriedemann@kennesaw-ga.gov (c) 678-231-4579	Dec. 2021
Wanda Steele (Staff)	(w) 770-424-8274 wsteele@kennesaw-ga.gov	
Council Liaison: Chris Henderson	(c) 404-599-6189 chenderson@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 rfox@kennesaw-ga.gov	---

2019 KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY

7 members, 4-year terms - Board meets 2nd Tuesday at 7:30 am in the Council/Court Chambers.

Qualifications are: (a) City resident, and/or (b) Owner/Operator of business in Downtown Development Area and resident of County, or (c) Owner/Operator of a business in the Downtown Development Area and a resident of the State of Georgia (1 member only); 8 hours of training in downtown development and redevelopment programs within 12 months. Created by Resolution 1995-16, OCGA 36-42-7

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mark Allen	2950 Moon Station Road NW Kennesaw 30144 mallen@kennesaw-ga.gov (w) 770-485-0081 (c) 678-480-9740	Dec. 2021
Joe W. Badgett, Jr.	3166 Cherokee Street Kennesaw, Ga 30144 (w) 770-928-4550 (c) 404-435-7850 jbadgett@kennesaw-ga.gov	Dec. 2021
Gary Hasty,	2887 Boone Dr., NW Kennesaw, GA 30144 (w) 404 216-7299 (c) 404-219-1801 ghasty@kennesaw-ga.gov	Dec. 2019
Donna Hogan	2126 Randolph Circle Kennesaw 30144 (c) 404-787-6599 dhogan@kennesaw-ga.gov	Dec 2019
Chad Howie	3008 Cherokee Street NW Kennesaw 30144 chowie@kennesaw-ga.gov (w) 770-702-1223 (c) 770-789-3350	Dec. 2021
David Lyons,	3573 Bramwell Crossing Kennesaw, GA 30144 (cell) 678-300-6302 dlyons@kennesaw-ga.gov	Dec. 2019
Leslie Steinle	3895 Greensward View NW Kennesaw 30144 lsteinle@kennesaw-ga.gov (w) 678-581-6567 (c) 205-706-7999	Dec 2021
Council Liaison: Tracey Viars	(c) 404-822-8589 tviars@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 ext 3101 rfox@kennesaw-ga.gov	
Staff: Miranda Jones-Taylor (recording secty)	(w) 770-424-8274 mjones@kennesaw-ga.gov	

2019 LICENSE REVIEW BOARD

Effective October 1, 2002. 3 members. Board meets as necessary to consider Due Cause Hearings. Qualifications: Either a resident of the City or have an ownership interest as principal shareholder, general partner or sole proprietor in at least one business located in the City of Kennesaw. A maximum of 1 alcoholic beverage license holder, if any, may serve on the Board. Post 1 and 2 serve 2-year terms, Post 3 serves 1 year terms. No term limits.

MEMBERS	PHONE, FAX, E-MAIL	TERM EXPIRES
Post 1 David Burns	2410 Confederate Trail Kennesaw, GA 30152 (h) 770-420-2441 (c) 404-314-3744 crazyvol@bellsouth.net DBurns@IAAI.com	Dec. 2020
Post 2 Maulik (Jr.) Patel	2778 Main St, Kennesaw, GA 30144 maulikhetal513@gmail.com (c) 678-858-4755	Dec. 2020
Post 3 Kevin Tidwell	2865 Shillings Chase Court Kennesaw, GA 30152 (c) 404-273-4517 kevinctidwell@gmail.com	Dec. 2019

For hearings, also contact:		
Attorney Jamie Wingler	Bentley, Bentley & Bentley 272 Washington Avenue Marietta, GA 30060 jamie.wingler@bbandblaw.com	770-422-2300 770-424-5820 (fax)
Attorney Sam Hensley	Bentley, Bentley & Bentley 241 Washington Avenue, NE Marietta, GA 30060 sphensleyjr@hotmail.com	770-422-2300 770-424-5820 (fax)

2019 PLANNING COMMISSION MEMBERS

**7 members, 3-year terms - Board meets 1st Wednesday at 7:00pm in Council Chambers.
Qualifications: City resident, registered voter.**

MEMBERS	PHONE, FAX, EMAIL	TERMS EXPIRES
Donald Bergwall	3140 Brookeview Lane NW Kennesaw jdbergwall@aol.com (c) 937-243-2673	Dec. 2020
Keisha Danielle Edwards	4245 Carillon Trace NW Kennesaw 30144 kdanielleedwards@yahoo.com (c) 404-491-5103	Dec. 2019
Dan Harrison, III	1487 Shoup Court NW Kennesaw 30152 (h + cell) 954-560-6924 danielbharrison@hotmail.com	Dec. 2019
Joshua Logelin	4243 Brighton Way NW Kennesaw 30144 joshua.logelin@gmail.com (c) 919-271-7596	Dec. 2019
Cindi Michael, Vice Chair	2998 North Main Street Kennesaw 30144 (c) 770-422-0463 cmichael@kennesaw-ga.gov	Dec. 2020
Cam Perdue	2986 Carrie Drive Kennesaw 30144 (c) 404-944-1179 perduecam@yahoo.com and cam.perdue@orionbuild.design	Dec. 2019
Doug Rhodes, Chair	5670 Deerfield Place Kennesaw, GA 30144 (w) 770-684-0102 (cell) 770-362-5181 dougrhodes@att.net	Dec. 2020
Council Liaison: David Blinkhorn	404-599-6185 dblinkhorn@kennesaw-ga.gov	
Staff Liaison: Darryl Simmons, Zoning Administrator	(w) 770-590-8268 ext 3121 (cell) 404-392-0870 dsimmons@kennesaw-ga.gov	
Diane Wrobleski, Staff/Secretary	(w) 770-590-8268 ext 3120 dwrobleski@kennesaw-ga.gov	

2019 PUBLIC ART COMMISSION

Est. April 17, 2017; 5 members (1 KDDA, 2 Art & Culture Commissioners, Zoning Administrator, 1 Downtown Development Coordinator); 2-year terms; Commission meets as needed.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Art & Culture: Jessie Blowers	4234 West Mill Trail Kennesaw 30152 blowers.jessie@gmail.com 678-756-1066 (c)	Dec 2019
Art & Culture: Karen Backus	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	Dec 2019
KDDA: Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 ghasty@kennesaw-ga.gov (w) 404 216-7299 (c) 404-219-1801	Dec 2019
Zoning Administrator Darryl Simmons	dsimmons@kennesaw-ga.gov 770-424-8274 ext. 3121	
Downtown Development Coordinator Miranda Jones-Taylor	mjones@kennesaw-ga.gov 770-424-8274	

Kennesaw Council Chambers
2529 J.O. Stephenson Avenue, Kennesaw 30144

2019 RECREATION CENTER DEVELOPMENT COMMITTEE

**Temporary Committee – Committee meets as-needed in the
Ben Robertson Community Center, 2753 Watts Drive, Kennesaw
Established April 16, 2018**

MEMBERS	PHONE, FAX, E-MAIL
Tom Bills	Cobb County Parks & Recreation Tom.Bills@cobbcountry.org
Mike Dixon	Michaeldixon6560@gmail.com
Jeff Drobney, Chair	City Manager, City of Kennesaw jdrobney@kennesaw-ga.gov
Jacee Garrett	jaceegarrett@gmail.com
Jimmy Gisi	Parks & Recreation Director, Cobb County jgisi@cobbcounty.org
Chris Henderson	Councilmember, City of Kennesaw chenderson@kennesaw-ga.gov
Brianca Louis	Student, Kennesaw Mountain High Sch. briancamlouis17@gmail.com
Samuel McGlashan	samuelmcglashan@gmail.com
Catherine Mockalis	catherinemockalis@gmail.com
Cindi Michaels	Vice Chair, Planning Commission cmichaels@kennesaw-ga.gov
David Shock	Secretary, Kennesaw Citizens Advisory Committee dshock@kennesaw.edu

Steve Roberts	Parks & Recreation Director, Kennesaw sroberts@kennesaw-ga.gov
Billy Warren	Building Facilities Manager, Kennesaw bwarren@kennesaw-ga.gov
Halli Watson	

2019 URBAN REDEVELOPMENT AGENCY

**Appointed August 18, 2003. Urban Redevelopment Agency shall consist of three members who shall serve terms of office of three years.
Activated through Resolution #2003-13 (9/02/03)**

Board meets on an as-needed basis.

MEMBERS	PHONE, FAX, E-MAIL	TERM ENDS
Cindy Giles, Vice Chair	3418 English Oaks Drive Kennesaw, GA 30144 (c) 678-524-3594 cindygiles@bellsouth.net	09/01/19
Arthur Hunt, Chair	770-423-0137 (w) 770-423-0020 (h) 6065 Woodland Court, 30152 huntrube@bellsouth.net	09/01/20
Herb Richardson, Secretary	2025 Dobbins Drive Kennesaw 30144 68herb@gmail.com 770-265-9734 (cell)	09/01/21

11/15/04: Mayor Church appointed Arthur Hunt to complete the term of Charles Respert who moved out of the area.

11/15/04 Mayor Church reappointed Steve Zimba for another 3 year term.

01/18/05 M+C appointed Tom Headlee to replace Steve Shelton for term ending 9/01/06

07/18/06: Accepted letter of resignation from Steve Zimba

10/02/06: Appointed Mike Sesan and Theresa Ledford

10/11/06: Accepted resignation from Tom Headlee Jr.

11/05/07: Reappointed Mike Sesan to another 3 year term ending 9/1/10

01/05/09: Reappointed Arthur Hunt to another 3 year term ending 9/1/11

01/20/09: Accepted resignation from Theresa Ledford

03/02/09: Appointed Herb Richardson to fill term of Theresa Ledford ending 9/1/09

09/08/09: Reappointed Herb Richardson for another 3 year term ending 9/1/12

09/30/10: Mike Sesan did not want to be reelected to the URA committee

09/07/10: Tim Evans appointed by M&C to replace Mike Sesan for 3 year term ending 9/1/13

11/07/11: Arthur Hunt reappointed with term ending 2014

02/20/12: Tim Evans resigned and moved out of state

08/20/12: Herb Richardson reappointed with term ending 2015

01/07/13: Cindy Giles appointed to complete the term of Tim Evans

09/08/15: Herb Richardson reappointed with term ending 2018

09/06/16: Cindy Giles reappointed with term ending 2019

09/05/17: Arthur Hunt reappointed with term ending 2020

08/20/18 Herb Richardson reappointed with term ending 2021