Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk
Lea Addington

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

City Council
Meeting Agenda
July 6, 2020 6:30 PM
Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

IV. ANNOUNCEMENTS

A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center.

Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/

B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email **kennesawcouncil@kennesaw-ga.gov** no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

V. PRESENTATIONS

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. FIRST PUBLIC HEARING: Approval of ORDINANCE to grant Cobb Electric Membership Corporation franchise in City of Kennesaw right of way.

This is the first public hearing for an ordinance to grant permission and consent to Cobb Electric Membership Corporation (Cobb EMC), its successors, lessees, and assigns to occupy the streets and public places of the City of Kennesaw, Georgia in constructing, maintaining, operating, and extending poles, lines, cables, equipment and other apparatus for transmitting and distributing electricity and to establish terms, including but not limited to the terms of payment by Cobb EMC to the City, indemnification, relocation of facilities, economic development considerations, and repeal of the current Appendix D. This public hearing was advertised in the June 26, 2020 and July 3, 2020 editions of the Marietta Daily Journal. Legal has reviewed. City Clerk recommends approval.

XI. CONSENT AGENDA

A. Approval of the June 15, 2020 Mayor and City Council meeting minutes.

B. Approval of May 11, May 26, and June 8, 2020 Mayor and City Council work session minutes.

C. On June 5, 2020, Oran and Brenda Harris each purchased one (1) lot in the Kennesaw City Cemetery. The lots are located in Section III, Plot 30, Lots C & D. Authorize Mayor to sign the supporting deeds for purchase of the lots. City Clerk recommends approval.

D. On June 9, 2020, Connie Kunzeman purchased three (3) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 53, Lots E, F, & G. Authorize Mayor to sign the supporting deeds for purchase of the lots. City Clerk recommends approval.

E. Final plat review and approval for parcel split of 2535 South Main Street submitted by Steven McNeel.

Subject property is zoned light industrial and contains 3.1 +/- acres. The proposed final plat will create two new parcels. Parcel one will have 1.47 acres and parcel two will have 1.63 acres. The property will be redeveloped with office space and warehouse area. The plan review committee recommends approval of the final plat.

F. Approval of RESOLUTION for the 2022 SPLOST Intergovernmental Agreement between Cobb County and the City of Kennesaw.

This intergovernmental agreement between Cobb County and all its cities is for the use and distribution of the proceeds from the 2022 Special Purpose Local Options Sales Tax for capital projects. Kennesaw will receive $31,785,177.01,

with an additional $3,000,000 from Cobb County for the Recreation Center-Phase II. Upon Kennesaw's approval, and all other area mayors, the Cobb County Commissioner Chairman will sign the agreement.

G. Approval of 2016 SPLOST reallocation for Recreation Center.

The preliminary construction budget for Phase 1 of the Recreation Center, based on estimates provided by the CMR, is approximately $7,000,000. In an effort to move forward with the project as currently designed the recommendation is to reallocate 2016 SPLOST funds from the following 2016 SPLOST accounts to 310.4228.54.1504 Recreation Center: 1) Dallas Watts project is complete and has $76,000 remaining; 2) Purchase of police vehicles is complete and has $15,000 remaining; 3) City set aside $1,771,000 for the acquisition of property if needed for the Recreation Center -- since the facility will be located in Adams Park these funds can be reallocated for construction and site development. Parks and Recreation Director and Assistant City Manager recommend approval.

310.4228.54.1495 Dallas/Watts Drive Improvements $76,000

310.4228.54.1500 Police Vehicles $15,000

310.4228.54.1493 Property Acquisition $1,771,000

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

A. Consideration for approval of a Beer, Wine and Liquor Package License for Barrett's Wine and Spirits, LLC located at 1635 Old 41 Highway, Suite 110, Kennesaw, GA 30152. Applicant: Sarantsatsral Keeler

The applicant has completed the required alcohol workshop as per Sec. 6-69. Current application and background check results are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. The application stated the applicant had not been arrested, pled guilty or been convicted of any criminal charge. The background check results did not agree with that response on the application. Per Sec. 6-66, any material omission, or untrue or misleading information contained in or left out of an original, renewal or transfer application for any license issued under this chapter shall be unlawful, and shall be the cause for the denial. Finance Director recommends denial.

100.0000.32.1100 Application Fee $350.00

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, Operations Specialist
JOSHUA GUERRERO, Systems Administration Specialist

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. Approval of RESOLUTION to award contract for Kennesaw Recreation Center – Phase I SPLOST Project to Gay Construction Company.

A Request for Qualifications was advertised in the Marietta Daily Journal for a Construction Manager at Risk (CMAR) for Pre-Construction and Construction Services for the Kennesaw Recreation Center – Phase I. Thirteen qualifications packages were received and opened on December 06, 2019. The thirteen packages were reviewed and ranked by a Selection Committee and the four highest scoring firms were contacted for interviews with the Selection Committee. Based on the evaluation results of the Selection Committee, the Parks & Recreation Director and Croy Engineering recommends award of the contract to Gay Construction Company for a price of $7,009,984.00 and for the Mayor to sign the attached resolution and contract.

XVII. COMMUNITY DEVELOPMENT

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

A. Approval of as-built final plats for lots 11-13 and lots 14-16 for townhome development identified as Villages @ Fullers Chase. Applicant is Traton Homes LLC.

The as-built plats submitted represent the adjusted accurate locations of the townhome units for lots 11-13 and lots 14-16. The plan review committee recommends approval.

B. Approval of RESOLUTION authorizing the Housing Authority of Cobb County to operate within the corporate limit of the City of Kennesaw for the Sole Purpose of Participating in the Ownership, Renovation and Operation of the Existing Walton Ridenour Project.

Walton Communities owns an approximately 250 unit affordable housing project located in the city limits of Kennesaw know as Walton Ridenour Apartment Homes located at 1425 Ridenour Blvd. Walton Communities has the opportunity to receive an allocation of Federal and State of Georgia income tax credits from

DCA for the acquisition and rehabilitation of the Walton Ridenour project. To qualify for the tax credits one of the requirements is issuance of tax exempt revenue bonds. The existing Walton Communities cannot own more then 50% of the project. To facilitate change in ownership percentage and to access enterprise agreement provisions of the State of Georgia Housing Authorities Law requires participation in project ownership of a housing authority. The Housing Authority of Cobb County has indicated a willingness to participate in the project based on their excellent experience with Walton Communities and given the fact the City of Kennesaw does not have a housing authority. The Housing Authority of Cobb County has indicated a willingness to share the revenues from the transaction with the City of Kennesaw or one or more of its related entities. Support of the Resolution for the Housing Authority of Cobb County to operate with the City specific to the Walton Ridenour project will a) keep Walton Ridenour Project as a significant part of affordable multifamily housing in Kennesaw, b) continue Walton Communities as owners of Walton Ridenour Project, c) facilitate the renovation of the project, d) not require or burden the City, e) provide an opportunity for the City and related entities to participate in revenue sharing. The City Manager and Economic Development Director recommend approval.

NA

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. 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.

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
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center.
Agenda Comments:	Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/
Funding Line(s)	

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email **kennesawcouncil@kennesaw-ga.gov** no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.
Agenda Comments:	
Funding Line(s)	

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	FIRST PUBLIC HEARING: Approval of ORDINANCE to grant Cobb Electric Membership Corporation franchise in City of Kennesaw right of way.
Agenda Comments:	This is the first public hearing for an ordinance to grant permission and consent to Cobb Electric Membership Corporation (Cobb EMC), its successors, lessees, and assigns to occupy the streets and public places of the City of Kennesaw, Georgia in constructing, maintaining, operating, and extending poles, lines, cables, equipment and other apparatus for transmitting and distributing electricity and to establish terms, including but not limited to the terms of payment by Cobb EMC to the City, indemnification, relocation of facilities, economic development considerations, and repeal of the current Appendix D. This public hearing was advertised in the June 26, 2020 and July 3, 2020 editions of the Marietta Daily Journal. Legal has reviewed. City Clerk recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	6/17/2020	Ordinance
06-26-20 Legal Ad	6/26/2020	Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2020-___, 2020

ORDINANCE TO GRANT PERMISSION AND CONSENT TO COBB ELECTRIC MEMBERSHIP CORPORATION, ITS SUCCESSORS, LESSEES, AND ASSIGNS, TO OCCUPY THE STREETS AND PUBLIC PLACES OF THE CITY OF KENNESAW, GEORGIA, IN CONSTRUCTING, MAINTAINING, OPERATING AND EXTENDING POLES, LINES, CABLES, EQUIPMENT AND OTHER APPARATUS FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY, AND FOR OTHER PURPOSES AND TO REPEAL CONFLICTING ORDINANCES

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

WHEREAS, on January 26, 1981, the City of Kennesaw entered into a 35 year franchise agreement (the "1981 Agreement") with Cobb Electric Membership Corporation to grant to it the authority, right, permission and consent to occupy and use the streets, alleys and public places of the City with the present and future limits of the City as from time to time it deemed proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus for the business and purpose of transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use and for other purposes; and

WHEREAS, the 1981 Agreement expired; and

WHEREAS, the City of Kennesaw has the power and authority pursuant to subparagraph (g) of Section 1.03 of the City Charter to grant franchises for public utilities not to exceed thirty (30) years; and

WHEREAS, Cobb Electric Membership Corporation and the City of Kennesaw would like to enter into a new thirty year (30) franchise agreement to allow for the continuation of the rights and obligations described herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of Kennesaw, Georgia as follows:

PART 1

That Section APPENDIX D – COBB ELECTRIC MEMBERSHIP CORPORATION FRANCHISE of the Code of Ordinances, Kennesaw, Georgia, is hereby amended to read as follows:

Section I. – Granting of Authority.

Be it ordained by the governing authority of the City of Kennesaw (hereinafter referred to as the “City”), that authority, right, permission and consent are hereby granted to Cobb Electric Membership Corporation, its successors, assigns, lessees and assigns (hereinafter referred to as “Cobb EMC”), for a period of thirty (30) years to occupy and use the streets, alleys and public places of the City within the present and future limits of the said City as from time to time as Cobb EMC may deem proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections and other apparatus for the business and purpose of transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as it may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of Cobb EMC, to ensure safe and efficient service.

The term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of Cobb EMC (whether before or after the adoption of this Ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

Section II. – Terms and Considerations.

Be it further ordained that the rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions, to-wit:

1. Cobb EMC shall pay into the treasury of the City on or before March 1st of each year, a sum of money equal to four percent (or the percentage of gross sales paid by Georgia Power Company as the primary supplier pursuant to O.C.G.A. § 46-3-14 as may be amended from time to time) of the gross sales of electric energy to customers served under residential and commercial rate schedules (as prescribed or amended by the Georgia

Public Service Commission from time to time) within the corporate limits of the City and such expanded limits as may be annexed and four percent of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the immediate prior year.

2. The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sale of home appliances, shall operate to reduce to that extent the amount due from the percentage of gross sales above provided for.

3. Cobb EMC shall fully protect, indemnify and save harmless the City from all damages to person or property caused by the construction, maintenance, operation or extension of its Distribution Facilities resulting there from, for which the said City would otherwise be liable.

4. Cobb EMC shall, in constructing, maintaining, operating and extending its poles, wires and other apparatus, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require Cobb EMC to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. In the event that the City of any other entity acting on behalf of the City requests or demands that Cobb EMC relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then Cobb EMC shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. Cobb EMC's obligations under this paragraph shall apply without regard to whether it has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of the 1981 Agreement. Notwithstanding the foregoing provisions of this paragraph, Cobb EMC shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

6. The City and Cobb EMC recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary

to relocate any of Cobb EMC's facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and Cobb EMC shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and Cobb EMC shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of Cobb EMC's facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

7. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay Cobb EMC in advance for Cobb EMC's estimated cost to relocate any of its facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, Cobb EMC shall estimate in good faith the amount of incremental base revenue, if any, that it will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that Cobb EMC will realize incremental base revenue, Cobb EMC shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to Cobb EMC for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve months after construction of such project begins, either refund the amount of Cobb EMC's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to Cobb EMC. The City and Cobb EMC acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 4 shall not exceed the amount of the City's advance payment to Cobb EMC for relocation costs associated with such project.

8. With regard to any Small Wireless Facilities as defined in O.C.G.A. § 36-66C-1 et. seq. (as may be amended from time to time) that are attached to or co-located on Distribution Facilities, in addition to the franchise fees paid under paragraph 1 of this agreement, the City reserves the right to charge the provider and/or Cobb EMC fees that are commensurate with those permitted under O.C.G.A. § 36-66C-5 (as may be amended from time to time).

Section III. – Limits or Restricts.

Be it further ordained that nothing contained in this Ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

Section IV. – Filing of written acceptance.

Be it further ordained that Cobb EMC shall, within 90 days from the approval of this ordinance, file its written acceptance of the same with the clerk of said City, so as to form a contract between the parties.

Section V. – Repeal of conflicting provisions.

Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the parties, in conflict herewith be and the same shall thereupon stand repealed and terminated, respectively."

Section VI. – Enforcement.

The terms of this Ordinance shall survive any change in State law or Georgia Public Service Commission ruling regarding the imposition of fees for occupying the City right of way, unless such change increases the percentage by which a municipal governing authority may charge an electric supplier for occupying City right of way, and in that event, any such increase shall be honored by Cobb EMC upon the effectiveness of any such law through the term of this Ordinance.

PART 2

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SO ORDAINED this _____ day of _____, 2020.

CITY OF KENNESAW

By: _____
Derek Easterling, Mayor

ATTEST:

_____
Lea Addington, City Clerk

8000 Legals

demnor has prayed to the Court for immediate possession of said property, and all persons having any interest in or claim against such property, as herein set forth, are required to deliver up to Cobb County, Georgia, the full, peaceable, lawful and quiet possession thereof, for public road purposes forming a part of the public road system within Cobb County and are more particularly described in the legal description attached hereto as Exhibit "A."
This 15th day of June, 2020.
s/Rebecca Keaton, CLERK,
COBB SUPERIOR COURT
EXHIBIT A
Fee Simple Right-of-Way:
All that tract or parcel of land lying and being in Land Lot 98, 20th District, Second Section of Cobb County, Georgia, being more particularly described as follows:
BEGINNING at Point DE20013, said point being located 32.36 feet left of and opposite station 420+60.92 on the construction centerline laid out for MCCOLLUM PKWY; thence running 174.65 feet along the arc of a curve, (said curve having a radius of 1472.00 feet and a chord distance of 174.54 feet on a bearing of N 29°1650.6 W) to Point DE20014, said point being located 31.32 feet left of and opposite station 422+39.38 on the construction centerline laid out for MCCOLLUM PKWY; thence running 7.04 feet along the arc of a curve, (said curve having a radius of 8.30 feet and a chord distance of 6.83 feet on a bearing of S 56°5845.0 E) to Point 269, said point being located 28.54 feet left of and opposite station 422+33.02 on the construction centerline laid out for MCCOLLUM PKWY; thence running 163.54 feet along the arc of a curve, (said curve having a radius of 1458.00 feet and a chord distance of 163.45 feet on a bearing of S 29°2846.7 E) to Point 115, said point being located 28.89 feet left of and opposite station 420+66.26 on the construction centerline laid out for MCCOLLUM PKWY; thence S 7°1442.9 W) back to the POINT OF BEGINNING. Said tract containing 535.96 square feet (0.012 acres) more or less.
Temporary Construction Easement:
Area 1:
All that tract or parcel of land lying and being in Land Lot 98, 20th District, of the Second Section, Cobb County, Georgia, being more particularly described as follows:
BEGINNING at Point 114, said point being located 44.39 feet left of and opposite station 420+41.94 on the construction centerline laid out for MCCOLLUM PKWY; thence N 34°4248.1 W a distance of 150.41 feet to Point DE30028, said point being located 40.00 feet left of and opposite station 421+97.72 on the construction centerline laid out for MCCOLLUM PKWY; thence N 56°3929.1 E a distance of 29.29 feet to Point DE30029, said point being located 31.58 feet left of and opposite

8000 Legals

the description of the contents are household goods and furnishings. Suzanne Tidwell unit #A42. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
6:26; 7:3-2020

6:26; 7:3-2020

MDJ-7571
GPN-16
NOTICE OF PUBLIC HEARING
CITY OF KENNESAW
Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on July 6 and July 20, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to grant permission and consent to Cobb Electric Membership Corporation, its successors, lessees, and assigns, to occupy the streets and public places of the City of Kennesaw, Georgia, in constructing, maintaining, operating and extending poles, lines, cables, equipment and other apparatus for transmitting and distributing electricity, and for other purposes and to repeal conflicting ordinances. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.
6:26;7:3-2020

MDJ-7574
GPN-17
STORAGE TREASURES AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 2619 Austell RD SW, Marietta, GA 30008 on **July 15, 2020 at 11:00 AM.**
Unit Number Account Description of goods
1208 Allen Edward Donald Household
1301 Kendra Keemer Household
1314 Deminika Clark Boxes, Beds
1317 Michael Delong tool, household items, furniture, clothing
1322 Chris McClendon tools, misc. items
1332A Betty Broussard boxes, totes
1338 Xiomara Ramirez Household items
1418 Tanesha Kibodeaux bed, sofa, boxes, dishes
208 Vincent Nelson Large furniture
215 Percy Broussard House Hold Items
234 Joiner Margaret House Hold Items
714 Earnest Evans Mattress, Granite counter tops, Dresser set, Tools
The auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8000 Legals

made a part of the record in the proceedings.
The said property, as thus affected, is described as follows: the title, estate, or interest in lands, required by Condemnor and now taken by Condemnor for public road use and land necessary [illegible] feet right of and opposite station 54+48.96 on the construction centerline laid out for TURNER ROAD; thence S 39°5608.8 W a distance of 79.33 feet to Point DE30055, said point being located 25.57 feet left of and opposite station 105+25.00 on the construction centerline laid out for BELLS FERRY ROAD; thence N 13°1929.1 E a distance of 24.53 feet to Point DE30056, said point being located 36.50 feet left of and opposite station 105+47.00 on the construction centerline laid out for BELLS FERRY ROAD; thence N 26° 2604.4 W a distance of 44.76 feet to Point DE30057, said point being located 37.00 feet right of and opposite station 53+70.00 on the construction centerline laid out for TURNER ROAD; thence N 88°1358.7 W a distance of 62.10 feet to Point DE30052, said point being located 37.00 feet right of and opposite station 53+07.90 on the construction centerline laid out for TURNER ROAD; thence N 34°2756.6 E a distance of 19.91 feet back to the POINT OF BEGINNING. Said tract containing 3,213.20 square feet (0.074 acre) more or less.
Temporary Construction Easement:
Area 1:
All that tract or parcel of land lying and being in Land Lot 870, 16th District, Second Section of Cobb County, Georgia, being more particularly described as follows:
BEGINNING at Point DE30052, said point being located 37.00 feet right of and opposite station 53+07.90 on the construction centerline laid out for TURNER ROAD; thence S 88°1358.7 E a distance of 62.10 feet to Point DE30057, said point being located 37.00 feet right of and opposite station 53+70.00 on the construction centerline laid out for TURNER ROAD; thence S 26°2604.4 E a distance of 11.91 feet to Point DE30060, said point being located 47.50 feet right of and opposite station 53+75.63 on the construction centerline laid out for TURNER ROAD; thence N 88°1358.7 W a distance of 74.47 feet to Point DE30061, said point being located 47.50 feet right of and opposite station 53+01.16 on the construction centerline laid out for TURNER ROAD; thence N 34°2756.6 E a distance of 12.48 feet back to the POINT OF BEGINNING. Said tract containing 716.98 square feet (0.016 acre) more or less.
Area 2:
All that tract or parcel of land lying and being in Land Lot 870, 16th District, Second Section of Cobb County, Georgia, being more particularly described as follows:
BEGINNING at Point DE30058, said point being located 50.80 feet left of and opposite station 105+53.34 on the construction centerline laid out for BELLS FERRY ROAD; thence S 88°5626.7 E a distance of 108.83 feet to Point DE30016, said point being located 20.24 feet right of and opposite station 53+18.66 on the construction centerline laid out for TURNER ROAD; thence S 34°2756.6 W a distance of 19.91 feet to Point DE30052, said point being located 37.00 feet right of and opposite station 53+07.90 on the construction centerline laid out for TURNER ROAD; thence N 88°1358.7 W a distance of 77.12 feet to Point DE30053, said point being located 37.00 feet right of and opposite station 52+30.78 on the construction centerline laid out for TURNER ROAD; thence N 81°3011.5 W a distance of 116.31 feet to Point DE30054, said point being located 23.37 feet right of and opposite station 51+15.27 on the construction centerline laid out for TURNER ROAD; thence N 2°3050.9 E a distance of 3.02 feet back to the POINT OF BEGINNING.
Said tract containing 2,388.95 square feet (0.055 acre) more or less.
Temporary Construction Easement:
All that tract or parcel of land lying and being in Land Lot 870, 16th District, Second Section of Cobb County, Georgia, being more particularly described as follows:
BEGINNING at Point DE30054, said point being located 23.37 feet right of and opposite station 51+15.27 on the construction centerline laid out for TURNER ROAD; thence S 81°3011.5 E a distance of 116.31 feet to Point DE30053, said point being located 37.00 feet right of and opposite station 52+30.78 on the construction centerline laid out for TURNER ROAD; thence S 88°1358.7 E a distance of 77.12 feet to Point DE30052, said point being located 37.00 feet right of and opposite station 53+07.90 on the construction centerline laid out for TURNER ROAD; thence S 34°2756.6 W a distance of 12.48 feet to Point DE30061, said point being located 47.50 feet right of and opposite station 53+01.16 on the construction centerline laid out for TURNER ROAD; thence N 88°1358.7 W a distance of 122.16 feet to Point DE30029, said point being located 47.50 feet right of and opposite station 51+79.00 on the construction centerline laid out for TURNER ROAD; thence N 72°1715.3 W a distance of 53.04 feet to Point DE30030, said point being located 32.93 feet right of and opposite station 51+28.00 on the construction centerline laid out for TURNER ROAD; thence N 51°1923.5 W a distance of 15.92 feet back to the POINT OF BEGINNING.
Said tract containing 2,156.54 square feet (0.05 acre) more or less.
Said easements will expire twenty-four (24) months from date of taking.
6:26; 7:3, 2020

MDJ-7651

8000 Legals

to file with the Court a Notice to Appeal, the same to be in writing and made a part of the record in the proceedings.
The said property, as thus affected, is described as follows: the title, estate, or interest in lands, required by Con- [illegible] vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 344 Kathleen Dr. SE, Marietta, GA.30067. The vehicles subject to liens as stated above are identified as:
Vehicle make: CHEVROLET Year: 2015 Model: SONIC
Vehicle ID#: 1G1JC6SH3F4112514 Vehicle License: WAU282 State: GA
Vehicle make: SUBARU Year: 2015 Model: IMPREZA
Vehicle ID#: JF1GJAAFH024324 Vehicle License: AT44816 State: CT
Vehicle make: AUDI Year: 2010 Model: A4
Vehicle ID#: WAUBFAFL2AN015700 Vehicle License: PNKKIRK State: OH
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
K.O. Towing, 344 Kathleen Dr. Se, Marietta, Ga 30067. 770-650-1413
6:26; 7:3-2020

MDJ-7672
GPN-17
ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT
You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicle is: 344 Kathleen Dr. Se, Marietta GA 30067. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 07/13/2020. Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com
Vehicle make: ACURA Year: 1998 Model: 3.5RL
Vehicle I.D# JH4KA9649WC002100 Vehicle License #: RAA3735 State: GA
Magistrate Court Case No.: 20-L-01541
Vehicle make: TOYOTA Year: 2005 Model: COROLLA MATRIX
Vehicle I.D# 2T1KR32EX5C377800 Vehicle License #: NONE State:
Magistrate Court Case No.: 20-L-01542
Vehicle make: TOYOTA Year: 2007 Model: CAMRY CE/LE/XLE/SE
Vehicle I.D# 4T1BE46K57U642982 Vehicle License #: 65TCD State: IN
Magistrate Court Case No.: 20-L-01545
Vehicle make: TOYOTA Year: 1999 Model: CAMRY
Vehicle I.D# 4T1BF28K4XU932824 Vehicle License #: NONE State:
Magistrate Court Case No.: 20-L-01547

8000 Legals

YEAR: 2007 VEHICLE MODEL: F-150
VEHICLE ID# 1FTRX12W07FA72589
TAG: C733016 STATE: LA
MAGISTRATE COURT CASE NO: 20-L-01564
VEHICLE MAKE: GMC VEHICLE YEAR: 2017 VEHICLE MODEL: TERRAIN SLE
VEHICLE ID# WDBEA51E7NB580951
TAG: RMQ0972 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01572
VEHICLE MAKE: MITSUBISHI VEHICLE YEAR: 1998 VEHICLE MODEL: ECLIPSE
VEHICLE ID# 4A3AK54F8WE048767
TAG: PAF9360 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01561
VEHICLE MAKE: NISSAN VEHICLE YEAR: 2008 VEHICLE MODEL: ALTIMA 205/2.5 S/2.5 SL
VEHICLE ID# 1N4AL21E58C271718
TAG: RRZ1173 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01560
VEHICLE MAKE: NISSAN VEHICLE YEAR: 2005 VEHICLE MODEL: ALTIMA S
VEHICLE ID# 1N4AL11D65C955240
TAG: RSN6360 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01586
VEHICLE MAKE: SATURN VEHICLE YEAR: 2007 VEHICLE MODEL: AURA
VEHICLE ID# 1G8ZS57N47F285206
TAG: NO TAG STATE:
MAGISTRATE COURT CASE NO: 20-L-01562
VEHICLE MAKE: TOYOTA VEHICLE YEAR: 1996 VEHICLE MODEL: COROLLA
VEHICLE ID# 1NXBB02E0TZ416697
TAG: BDS6616 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01567
VEHICLE MAKE: TOYOTA VEHICLE YEAR: 2001 VEHICLE MODEL: SEQUOIA
VEHICLE ID# 5TDZT34A51S017698
TAG: RRU6460 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01570
VEHICLE MAKE: VOLKSWAGEN VEHICLE YEAR: 2000 VEHICLE MODEL: JETTA
VEHICLE ID# 3VWSA29M6YM174023
TAG: NO TAG STATE:
MAGISTRATE COURT CASE NO: 20-L-01578
VEHICLE MAKE: VOLKSWAGEN VEHICLE YEAR: 2003 VEHICLE MODEL: JETTA
VEHICLE ID# 3VWRK69M23M133724
TAG: RQU3379 STATE: GA
MAGISTRATE COURT CASE NO: 20-L-01584
VEHICLE MAKE: INTERNATIONAL VEHICLE YEAR: 2006 VEHICLE MODEL: 3200
VEHICLE ID# 1HVBTAAM06H319510
TAG: KMS1803 STATE: TX
MAGISTRATE COURT CASE NO: 20-L-00051
6:26; 7:3-2020

MDJ-7712
GPN-17
ABANDONED MOTOR VEHICLE

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of the June 15, 2020 Mayor and City Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Minutes	6/24/2020	Minutes

MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers/ Ben Robertson Community Center
Monday, June 15, 2020
6:30 p.m.

Present: Mayor Derek Easterling
Mayor Pro Tem Pat Ferris
Councilmember James Eaton
Councilmember Tracey Viars
Councilmember Chris Henderson
Councilmember David Blinkhorn
City Manager Jeff Drobney
Assistant City Manager Marty Hughes
City Clerk Lea Addington
City Attorney Randall Bentley, Sr.

Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in compliance with O.C.G.A. §50-14-1, this meeting was conducted in person and via the use of Zoom Meeting and Facebook Live as the real-time telephonic technologies allowing the public simultaneous access to the public meeting.

The public had access to the Facebook Live via the following link: https://www.facebook.com/CityofKennesaw/

I. INVOCATION

City Attorney Randall Bentley, Sr. led the invocation.

II. PLEDGE OF ALLEGIANCE

Ed Setzler, Georgia State Representative for District 35, led the Pledge of Allegiance.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technologies allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center.

In addition to in person public appearance, Mayor and Council will be conducting their meeting through Zoom Meeting and Facebook Live and you can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/

B. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

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

V. PRESENTATIONS

No items.

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

6:35 PM Floor Open for Public Comments on agenda items

[Mayor Easterling asked Assistant City Manager Marty Hughes if any individual in the Ben Robertson Community Center overflow room wanted to speak about the 1465 Shiloh Road rezoning. Mr. Hughes responded at least three. Mayor Easterling asked they go first so Councilmember Viars can recuse herself].

[Councilmember Viars recused herself from the Council Chambers].

[Please note: residency is listed after individuals that either verbally referenced or placed in writing his or her address during public comment].

KC HAMILL (Cobb County resident): Mr. Hamill spoke against the letter the Pinetree Civic Association sent to Council in support of the 1465 Shiloh Road rezoning item. He is an active member of his community and was shocked when he found out the Association sent the letter. The people who live adjacent from the property and a majority of those who live in Pinetree neighborhood disapprove of the rezoning application.

CINDY MCKINLAY (Cobb County resident): Ms. McKinlay is a member of the Pinetree Civic Association and she was not aware of the letter as well. She believes every member, to the best of her knowledge, is against the rezoning and they did not find out about this letter until the very last minute. Ms. McKinlay stated the letter does not represent any of the members of Pinetree.

PHIL ANZALONE (Cobb County resident and Pinetree Civic Association President): Mr. Anzalone shared the Association has done a lot of work in regards to purpose built student housing, especially with Cobb County. Support for the 1465 Shiloh Road rezoning was not given lightly as there were many tradeoffs. There are two big issues: privacy and traffic. Mr. Anzalone mentioned Fountain Residential Partners has been working to find solutions to those issues. He has a good feeling the community will not experience the same problems they are having with West 22. He says the Association strongly endorses the proposal.

JOE BOZEMAN (City of Kennesaw property owner and Cobb County resident): Mr. Bozeman lives in Pinetree; however, he is not a member of the country club. He believes

the project on Shiloh Road will be good for the City of Kennesaw. He asked Council to approve the rezoning.

TIMOTHY HEYING (City of Kennesaw resident): Mr. Heying expressed the necessity of approving the rezoning item. There are more people looking for housing in Kennesaw every year and this project would keep things more centralized and be more beneficial to the school.

GEORGE WILLIAMS IV (Kennesaw State University student): Mr. Williams IV is a Resident Assistant at Kennesaw State University (KSU) and is on the front lines of student housing. KSU saw an approximate 7% increase in student housing this past school year – a university typically sees only a 3% increase. This student housing project is important for students who will be looking for affordable housing options. If the concern is for the safety of homeowners, it makes sense to support projects like this one that gives students their own space to live.

COLEEN HOSACK (Attorney for Bentley Bentley & Bentley): Ms. Hosack clarified for the record this particular item is regarding 1465 Shiloh Road rezoning. The phrase "purpose built student housing" had been used several times during the meeting and it is a separate issue from the rezoning item.

MARTY HUGHES (Assistant City Manager for City of Kennesaw): Mr. Hughes read the names of individuals who sent emails to kennesawcouncil@kennesaw-ga.gov and his or her respective position regarding the 1465 Shiloh Road rezoning into the record. The names and positions are as follows:

In support, Jennifer R. Taylor, a member of Dillard Sellers Attorneys at Law, shared correspondence from the Pinetree Civic Association endorsing the Fountain Residential project. Please see "Comments - A."

In opposition, Ronda Porta; Katrina Champion; Philip Walerski; Robert DeVillar (resident of Pinetree neighborhood); Ty Kataja; Tony Scaturro; Miriam Tilley; Cindy McKinlay (Member of Pinetree Civic Association); Dennis M. McKeon, Sr.; Deanna L. Davis; Michael Tyrell (President of Archery Shooters Association, LLC); Ryan Lee (President and CEO of R.A. Lee & Associates, Architects); Diane McPherson; Gloria Behrle; Matt and Susan Hopkins (resident of Pinetree neighborhood), Lonnie Roberts (resident of Pinetree neighborhood); Suly Scriver (Paralegal for GDCR Attorneys at Law) sent letters and various exhibits in opposition of the request on behalf of 75 Wade Green Business Center Association, Inc.; Barry Miller (resident of Fairways to Pinetree neighborhood); Buzz Alexander; Arthur L. Way (Property owner of Elk River Properties, LLC); Jeffery Davis (resident of Pinetree neighborhood); Nancy Dowling; Brendan Cosgrove (resident on Ayers Drive); and Mary Clarice Hathaway. Please see "Comments - B."

[Councilmember Viars returned to the Council Chambers].

MATT SOUTHWELL (City of Kennesaw resident): Mr. Southwell pointed out before every meeting we stand and pledge allegiance to the United States of America. It is the flag of our country. The flag that has been a point of so much contention here in Kennesaw lately was carried into battle in defense of ideals that are contrary to the American fundamentals

of life, liberty, and the pursuit of happiness. He respects history but a flag does nothing to teach history. Museums are where these symbols belong so they can be properly contextualized. It is time to take a stand and take the flag down so the community can move forward.

BRENT PEABODY (City of Kennesaw resident): Mr. Peabody thanked the Mayor and Council for presiding over a civil procedure and asked them to take the flag down. The vast majority of people in favor of removing the flag are young. They are the new generation and change is happening. What the City of Kennesaw needs to decide is whether they are going to embrace this change or resist it. He wants us to leave a good legacy.

GEORGE WILLIAMS IV (Kennesaw State University student): Mr. Williams IV reminded the Mayor and Council there will be many new students coming to Kennesaw State University in the fall. This school prides itself on diversity and inclusion. Just down the road, however, flies a flag that stands for the opposite. Mr. Williams IV does not want to have to warn the upcoming freshmen about places to avoid. He does not want to have to avoid these places either. He asked for the Confederate flag and all related symbols be removed.

JIMMY DICKENS (City of Kennesaw resident and business owner): Mr. Dickens shared with the Mayor and Council how he has lived, worked, and served in the City of Kennesaw. It is his home and he loves it; however, he wishes it loved him back. Many symbols within Kennesaw represent the Confederacy including the City's logo, its streets, and its events. He suggested the Southern Museum be both a Civil War and Civil Rights museum. Include everybody! He told Council the community stands with them and asks them to represent the City of Kennesaw as a whole.

LEAH WOOD (Cobb County resident): Ms. Wood lived in the City of Kennesaw for most of her life. When she was 10 years old, she went on a field trip to the Southern Museum and wandered into Wildman's Civil War Surplus Shop. She was shocked at what she saw; however, she looked across the street and saw the same flags covering Wildman's store flying over the City of Kennesaw. She read Kennesaw's vision statement to the Mayor and Council and shared if we want to move forward, the flag needs to be removed.

DEBRA WILLIAMS (City of Kennesaw resident): Ms. Williams shared much of what she has heard tonight has been emotional—she wants to speak from facts and law. She said by willingly and knowingly removing the flag, the Mayor and Council are breaking state law. If they proceed with this action, all involved should be removed from office. Emotional leadership comes at a high price.

REBECCA MILLER (Cobb County resident): Ms. Miller grew up within the City of Kennesaw limits. One of the first impressions people have when visiting Kennesaw is its downtown is a memorial to the Confederacy. On one side is Wildman's store on the other side, is the Confederate flag. The flag represents hatred, not heritage. If it is a question of Southern pride, there are many other symbols to represent it. It is time to take down the flag.

VISHAL PATEL (Cobb County resident): Mr. Patel has also lived near Kennesaw his entire life. The fact that he has to qualify his statements by saying where he lives to address the hatred represented by the flag is ridiculous; but he will, because he wants to be a part of the community. This is his first time attending a Mayor and Council meeting, largely due to the flag. He loves his community, but every time he sees the flag, it is as though his community is telling him they do not want him here. He asked the Mayor and Council to remove the symbols of hate and prejudice in our community and embrace everyone.

DR. LISA ADKINS (City of Kennesaw resident): Dr. Adkins noted she has been in front of the Mayor and Council numerous times regarding various projects. As Ms. Williams said, this issue is regarding following the law or not following the law. If Council wanted to speak about drafting a proposal to send to the State of Georgia to ask them to change the law, that would be the proper procedure for this Council. To break the law and to ask the taxpayers to foot the bill for whatever legal ramifications arise from that decision, is wrong.

JOY CAMPBELL (Cobb County resident): Ms. Campbell asked for the removal of the flag, as it is a symbol of racism in this country. It is unfair to the black citizens of Kennesaw to be constantly reminded of a racist history. It is not history because it is still happening today. The least Kennesaw can do is show solidarity with its black citizens starting by condemning and removing Confederate memorabilia.

ALICIA ADAMS (City of Kennesaw resident): Ms. Adams is a 16-year resident of the City of Kennesaw and is proud to say she is a part of a multicultural community. She shared she was never taught to hate or be intolerant. She told Council you could not legislate away hate as it starts from within. The issue is not the symbol; the issue is what we associate with it. She encourages everyone to love one another and for the Mayor and Council to do what is legally appropriate.

C.W. ELLIOTTE (Cherokee County resident): Mr. Elliotte shared this conversation is taking place in the middle of a period of racial pain and division. We have an opportunity here to send a message of love and support by removing the Confederate flag.

PRISCILLA SMITH (Cobb County resident): Ms. Smith's mother was one of the first teachers at Big Shanty Elementary. She applauds the Mayor and Council for what they are doing and stands with them. If the Mayor and Council receive any legal backlash for their decision, she will do whatever she can to support them. Ms. Smith believes what they are trying to do is a brave act.

VINCENT CHARLES BEETLES JR. (Cobb County resident): Mr. Beetles, Jr. mentioned there are always two sides to any argument. The most common argument for keeping the Confederate flag flying is its representation of states' rights, but it was for the states' right to keep slavery. He thanked the Mayor and Council for taking up the issue and the removal of the flag is a good first step.

ZACHARY SMITH (Cobb County resident): Mr. Smith strongly encouraged the Mayor and Council to remove the Confederate flag. He said there is a space for the flag in a museum; it should not fly in a public space.

EDIE SINCLAIR (Cobb County resident): Ms. Sinclair is ashamed that when other people think of the South, they think of the Confederate flag. There are other things to be proud of regarding the South including a rich oral tradition and great food. Being Southern does not have to be synonymous with hatred. Ms. Sinclair does not want to be a part of a community that ignores the pain of others. She asks Mayor and Council to remove the flag.

MARY MILLER (City of Kennesaw resident): Ms. Miller shared this is not only an issue for young people. She wants to make the South somewhere we can be proud of and for the flag to be removed.

JOHNNY HAWKINS (Cobb County resident): Mr. Hawkins encouraged the Mayor and Council to keep the flag flying and not break any laws. If they do, they should be removed from office. He said our country is in a terrible place right now and wants everyone to come together and love each other.

CARLY SEIFERT (Cobb County resident): Ms. Seifert is not a native of the South. She has a black son and they moved from Montana to Kennesaw two years ago in search of a more diverse community. In Montana, hate groups that branded themselves with the symbol of the Confederate flag frequently targeted them. Today, she does not take her children to downtown Kennesaw because of the Confederate flag that flies. She does not know how to explain to them that the same symbol that was used to show them hate is in their new community. She asked for it to be removed.

ALLEN J. PAULSON (Cobb County resident): Mr. Paulson asked the Mayor and Council to take down the flag. It serves no purpose anymore and it should be displayed in a museum.

ANONYMOUS: The individual did not want to share his or her name as people have been targeted for standing up and speaking out. The individual stated we do not need the Confederate flag to know about the Civil War and asked for it to be removed.

REBECCA CARLSON (Cobb County resident): Ms. Carlson loves history. She shared what we are talking about tonight is not history and how the shoes she is wearing has lasted longer than the Confederacy. At no point did the Confederate flag stand for anything noble and should not be flown on any public property. Ms. Carlson applauds keeping the flag down and if it goes back up, it should be taken down again until the law changes.

JENNIFER CASTILLO (did not provide address): Ms. Castillo went to school in the City of Kennesaw. She reiterated there are so many other ways to show Southern pride. The community is asking for change and having this conversation is a step in the right direction. Ms. Castillo pointed out to Council they want people to feel comfortable coming here; however, many do not. She asked them to remove the flag.

MIKE SMITH (Paulding County resident): Mr. Smith shared he came back from fighting for the American flag and all the freedoms it represents in Vietnam 52 years ago. He

encouraged everyone to be careful before walking on people's freedoms. Mr. Smith asked what symbols will be removed next.

CHRIS KENNEDY (City of Kennesaw resident): Mr. Kennedy said this topic makes him emotional and shared the Confederate flag has no place in public view. He asked for the flag to be taken down and placed in a museum- whatever means necessary.

GEORGE WILLIAMS IV (Kennesaw State University student): Mr. Williams IV said if anyone knows the price of freedom it is his ancestors, yet, he still feels the effects of oppression to this day. He mentioned a previous comment about dealing with facts instead of emotions and continued to share information about the Fourteenth Amendment.

MARTY HUGHES (Assistant City Manager for the City of Kennesaw): Mr. Hughes divided the emails sent to kennesawcouncil@kennesaw-ga.gov into three categories: opposition to the removal of the flag, support for the removal of the flag with options, and support for the removal of the flag. The emails were read into groups as follows:

In opposition: Charles and Vicki Frey; Wil MacFarlane Goldstein; Michael Reither (Cobb County resident); James Bishop; Benjamin Wren; Bryan Babyak; James R. Bonds; Jeffrey Wright; Garry Daniell; Eddie Hensley; Sarah Peterson; Carol Robertson (City of Kennesaw resident); Jennifer Jordan; and Veronica Cochran. Please see "Comments – C."

In support but provided suggestions regarding its removal including placement in the Southern Museum: Jennifer Zila; Mark Reardon; Georgia Lowry; Mac Badstibner; Brandon Flores; Shauna Stewart; and Rebecca Carlson. Please see "Comments – D."

In support: Traci Stafford; Timothy Huntley; Lauren Paul; Kimberly Clemmons; Ryan and Mandy Cochran; Karen Gambon; Olga Sidilkovskaya; Kenadee Knight; Ruthanna Wilson; Emily Cameron; Savannah Bray; Kate Jacobson; Gregg Walker (City of Kennesaw resident); Cris Eaton Welsh (City of Kennesaw business owner); Kristen Nichols; Kaelyn Putnam; Ali Brendel; Ariel Beedles;Tyler Chambers; Janelle Armstrong; Briana Harrison; Alice Harrison; Cody and Mary Harmon; Coty and Jeffrey Melvin; Kimberly Street-Robison; Sean McDonald; Jason Kirk; Karmen Blackwell (City of Kennesaw resident); Sandy Martin (City of Kennesaw resident); Jerome and Anne Atkins (City of Kennesaw residents); Rajah S. Mitchell (Cobb County resident); Josh Monroe; Nancy Lesser (City of Kennesaw resident); Zoe Speer; Philip Knowlton; Adrienne McGahee Jackson; Sharlande Nicolas; Kristin Thomas (City of Kennesaw resident); and Gary and Lisa Hasty (City of Kennesaw residents).Please see "Comments – E."

JOE BOZEMAN (City of Kennesaw property owner and Cobb County resident): Mr. Bozeman stated he has been a resident of Kennesaw his entire life. He has talked to every member of Council numerous times about the removal of the flag. He pointed out to everyone the park is actually known as "Fuller Park" and not "Memorial Park." It was named after Captain William Fuller of the Great Locomotive Chase. He is ashamed of some of the things he has heard tonight and offered the Council an alternative flag as a replacement for the Confederate flag flying in the park.

DEBRA WILLIAMS (City of Kennesaw resident): Ms. Williams addressed a comment by an earlier speaker asking him to not look at her and make any judgments. She shares no one can hear him when he is screaming and asks no one to judge her until he or she knows her.

CHARLIE DARRIEN (City of Kennesaw resident): Mr. Darrien addressed a previous speaker who asked the question about which monument or symbol is next to be removed. Mr. Darrien responded any and all that create division.

Georgia State Representative Ed Setzler (District 35): Representative Setzler shared the City of Kennesaw will not break the law but will follow the rules. The majority cannot wipe away the rights of the minority – that is the reason there is law; however, appropriate measures will not be prohibited. He read O.C.G.A § 50-3-1. Mr. Setzler said one thing is clear: Fuller Park has no historical relation to the image of the Confederate battle flag. He provides the Mayor and City Council a recommendation to follow the provision within the statute to consider a symbol that is relevant to Georgia in 1862. Mr. Setzler presented to the Mayor and Council a historically significant flag that complies with the law: the flag of the State of Georgia in the early 1860s.

8:52 PM Floor Closed for Public Comments on agenda items

Motion by Mayor Pro Tem Ferris to recess for 10 minutes, seconded by Councilmember Blinkhorn. Vote taken. Motion approved unanimously, 5-0. Motion carried.

8:56 PM – Meeting broke for a recess
9:06 PM – Meeting reconvened

Motion by Mayor Pro Tem Ferris to take agenda item XX-C out of sequence, seconded by Councilmember Viars. Vote taken. Motion approved unanimously, 5-0. Motion carried.

Mayor Easterling spoke to Councilmember Blinkhorn stating he brought this discussion to the forefront during the previous work session and gave him the floor to speak.

Councilmember Blinkhorn thanked everyone for his and her participation. The community made its voice heard and it was a great example of democracy in action. It is the responsibility of the elected officials to hear that voice and act.

Councilmember Henderson reassured the public no laws would be broken tonight. While O.C.G.A § 50-3-1 protects the existence of the monument in question, it also provides the City the right and obligation to protect the interpretation of the monument. Regardless of origin, a very common interpretation of the Confederate battle flag is one of hate and he believes because of that, it is their obligation to ensure the focus of the memorial is on its reason for existence: honoring those that served during the Great Locomotive Chase, Phillips' Legion, and all veterans. Today, Council will take a stand for history by ensuring the accuracy of the symbols they display and stand against hate by removing the symbol with which it is commonly associated. Councilmember Henderson called for the reading of the Resolution.

Mayor Derek Easterling read a “Resolution regarding the Confederate battle flag monument at Commemorative Park” into the record.

Motion by Councilmember Henderson to approve **Resolution No. 2020-19, 2020**, as read, seconded by Councilmember Viars. Vote taken. Motion approved unanimously, 5-0. Motion carried.

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

No items.

IX. COMMITTEE AND BOARD REPORTS

No items.

X. PUBLIC HEARING(S)

[Councilmember Viars recused herself from the Council Chambers for item X-A & B].

A. Authorization for approval of ORDINANCE for rezoning request submitted by Fountain Residential Partners. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said request to rezone property consisting of 4.4+/- acres. Project proposal is student housing with a rezoning request from City R-30 to City RM-12. The application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Mayor and Council meeting scheduled for June 15, 2020 was duly advertised through published legal ads run May 15 and May 22 2020. The property was reposted on May 19, 2020. The Planning Commission, at a meeting held on March 04, 2020, made recommendation (vote 3-0) to approve the rezoning with conditions. Staff Recommendation: Darryl Simmons, Zoning Administrator recommends approval of the RM-12 zoning district subject to staff's recommendation with the following item #9 added and referenced in the applicant's attorney letter dated March 13, 2020:

1. *Reversionary clause that requires that construction permits and activity be initiated within 24 months of the date of the rezoning and variance approval. Failure to obtain permits and start construction activity within the 24 month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-30.*
2. *Submission of a traffic impact study that demonstrates either the development will not have a negative impact on existing traffic conditions or that the negative impacts of the development can be mitigated through traffic improvements that will be incorporated as part of the development plan. Traffic counts shall be no more than three years old from date of the study and shall be taken during a time of year when the academic calendar is in session for nearby universities and schools.*

3. *All access for the development shall be an arterial or major collector roadway, as identified in the City of Kennesaw Unified Development Code or similar classification document.*
4. *Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors total equals 263 parking spaces to be provided*
5. *Security requirements:*
    a. *The property management company shall submit a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED). The security plan shall be submitted to the City of Kennesaw Police Department for review and safe-keeping and shall be updated annually at the beginning of each calendar year, no later than January 31. Any such security plan shall require that on-site management shall be required 24 hours per day, seven days per week.*
    b. *All access points on the property shall be secured with gated entry and shall be self-closing;*
    c. *The development shall be enclosed with a minimum eight (8)-foot high privacy fence along the entire property line.*
    d. *The property shall be equipped with a security camera system that shall be monitored by the property management company on-site. Any such system shall record and store video images located throughout the common areas, including the parking areas, and signs shall be posted throughout the development notifying residents and visitors of the security camera system;*
    e. *All common area doors and access gates shall be secured with electronic locks;*
    f. *All apartment units shall be equipped with a door that features a 180-degree peep hole;*
    g. *For every 200 parking spaces, the development shall feature at least one Emergency Blue Light Phone that is connected to the Kennesaw 911's 24-hour communications center and identify the phone location if the caller is unable to talk.*
    Lighting: In order to ensure adequate illumination of the development and promote safety and security, the Parking Lot Design Guide standards set forth for Basic Enhanced Security, Security, and High Security as set forth in the Illuminating Engineering Society Lighting Handbook (IESNA), latest edition, as amended, is adopted as the standard for the installation and operating of lighting in parking lots.
    No over flow of light onto/into the adjacent property.

6. All façade materials to be installed similar to the elevations provided by the applicant and be in compliance with the City of Kennesaw architectural Standards.
7. Maximum height of building will be 35 feet as per the adopted zoning ordinance chapter one that defines how building height is measured.
8. Maximum number of units allowed will be 52 units with a maximum of 241 beds.
9. Right side of property - minimum 5 foot buffer be installed.

Zoning Administrator Darryl Simmons presented the second public hearing for rezoning request submitted by Fountain Residential Partners. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County This is the second of two public meetings.

Mr. Simmons read into the record emails he had received in support and opposition of the rezoning item. The emails he received are as follows:

In opposition: Brendan Cosgrove (Cobb County resident) and Matt and Susan Hopkins (Cobb County residents). Please see "Comments – F."

In support: Reverend Father Ben Day, Rector of Christ Episcopal Church (Cobb County); Bryan and Amanda Broyles (City of Kennesaw business owners); Mark Allen (City of Kennesaw business owner and Chair of Kennesaw Downtown Development Authority); Pinetree Civic Association; Joe Bozeman (City of Kennesaw property owner and Cobb County resident); Kelly Trim (City of Kennesaw resident); and Robert Trim (City of Kennesaw resident). Please see "Comments – G."

Approved by the Planning Commission with nine conditions, Mr. Simmons read the Ordinance into the record. He yielded the floor to the applicant but shared he was available for any questions.

TREVOR TOLETT (Executive Vice President of Fountain Residential Partners): Mr. Tolett presented a PowerPoint to the Mayor and Council. Fountain Residential Partners visited this property in 2017 and came back in 2020 with a new plan. They decided to leave single family lots on Ayers Drive alone and mentioned there are no points of ingress and egress on the aforementioned road. The only access points for the property are on Shiloh Road. Fountain Residential Partners are here because of the explosive growth of Kennesaw State Univeristy. It is important to address a growing university with not enough housing; if you do not, students will begin to move into single-family homes in neighborhoods without any conditions. Fountain Residential Partners has worked hard with community stakeholders to make sure the project is as low impact as possible. What they have accomplished with Pinetree is a model they want to implement with developments in the future with other municipalities.

PHIL AZALONE (Cobb County resident and Pinetree Civic Association President): Mr. Azalone mentioned how Kennesaw State University has grown significantly. This development has advantages such as privacy and the security of keeping a residential community residential. There is a major issue of up to five or six students living in one house throughout Cobb County.

DOUG DILLARD (Attorney for Dillard Sellers, Attorneys at Law – Counsel for Applicant): Mr. Dillard announced he would like to reserve three minutes for rebuttal.

RICHARD W. CALHOUN (Attorney for Gregory, Doyle, Calhoun & Rogers, LLC – Counsel for 75 Wade Green Business Center Association, Inc.): Attorney Calhoun's team tendered various exhibits into the record and provided copies for the Mayor and Council. Please see "Exhibits A-F"*. [Note: "Exhibit G" is a DVD of audio from West 22. It will be*

*included in the minutes and available upon request in the City Clerk's office].*He mentioned the March 16, 2020 letter given to the Mayor and Council was not included in the agenda packet. Several affidavits from homeowners within Pinetree Country Club and an opposition letter from Ryan A. Lee of R.A. Lee & Associates, Architects were entered into the record as well. Please see "Exhibit H" and "Exhibit I", respectively. Attorney Calhoun brought up several issues of concern including legal ads that ran during the Mayor's Executive Order – 02 staying all zoning matters, spot zoning, and examples of disruption from similar developments.

RYAN LEE (President and CEO of R.A. Lee & Associates, Architects): Mr. Lee is a licensed architect and owns R.A. Lee. He is in opposition to the rezoning because it fails to meet RM-12 rezoning standards. Mr. Lee told the Mayor and Council the request would be detrimental to his office park and the three single-family homes nearby. He asks them to deny the request as submitted.

Motion by Councilmember Henderson to approve **ORDINANCE NO. 2020-06, 2020** for rezoning request submitted by Fountain Residential Partners, as presented, seconded by Councilmember Blinkhorn.

10:21 PM Floor Open for Public Comments

No comment.

10: 22 PM Floor Closed for Public Comments

Vote taken. Motion approved, 3-1-1 *[Mayor Pro Tem Ferris opposed, Councilmember Viars recused]*. Motion carried.

[Attorney Doug Dillard stated for the record the variance request was removed].

B. Authorization for approval of variance requests submitted by Fountain Residential Partners, LLC for property located at 1465 Shiloh Road Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said proposal is for purpose built student housing. The variance requests are for the following: (1) Increase the RM-12 zoning district max. density from 12 unites/acre to 15.55 units/acre (68 units total); (2) Reduce the front yard setback along Shiloh Road from 40 ft. to 30 ft. on property consisting of 4.4+/- acres. The application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Planning Commission, at a meeting held on March 04, 2020, vote 2-1, made recommendation to deny the requested variances for density and front setback reduction. Staff recommendation: Darryl Simmons, Zoning Administrator, recommends the removal of the density and setback variance application due to the compliance of the RM-12 density and setback regulations presented in the revised site plan prepared by Kimley Horn dated 3-13-20.

No action taken.

[Councilmember Viars returned to the Council Chambers].

XI. CONSENT AGENDA

A. Approval of the June 1, 2020 Mayor and City Council meeting minutes.

B. Approval of **RESOLUTION NO. 2020-20, 2020** authorizing an Intergovernmental Agreement For Ben King Road Between The City Of Kennesaw and Cobb County The City has a 2016 SPLOST project to make improvements to Ben King Road. These improvements require the need to acquire additional right of way and easements for construction. There are properties that front the project area that are not within the city limits of Kennesaw. In order to acquire property outside of the City's jurisdictional limits, an agreement between the City and Cobb County must first be in place. The agreement presented will satisfy this requirement. Legal has reviewed and approved. The Public Works Director recommends approval and for the Council to authorize the Mayor to sign the attached Intergovernmental Agreement.

C. On May 29, 2020, Robert and Susan Strevens purchased two (2) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 64, Lots G & H. Authorize Mayor to sign the supporting deed for purchase of the lots. City Clerk recommends approval.

Motion by Councilmember Eaton to approve the Consent Agenda engross, seconded by Councilmember Henderson.

Vote taken. Motion approved unanimously, 5-0. Motion carried.

XII. FINANCE AND ADMINISTRATION
GINA AULD, Finance Director

A. Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for The Cigar Cellar, LLC d/b/a Cigar Cellar located at 2500 Cobb Parkway, Suite B-3, Kennesaw, GA 30152. Applicant: Eric Wilhelm. 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, background check and fingerprint results are on file. Finance Director recommends approval.

Motion by Councilmember Blinkhorn to approve an Alcohol License for Beer, Wine, Liquor and Sunday Sales for The Cigar Cellar, LLC d/b/a Cigar Cellar, seconded by Councilmember Viars.

Vote taken. Motion approved unanimously, 5-0. Motion carried.

XIII. PUBLIC SAFETY
BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

No items.

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

No items.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

No comments.

XIX. CITY MANAGERS REPORT – Jeff Drobney

A. City Manager reports, discussions and updates.

No items.

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.

B. Approval of proposed slate of officers for the Georgia Municipal Association's District 3 West 2020-2022 election. The following city officials have been nominated as Georgia Municipal Association's District 3 West Officers for 2020-2022: Al Thurman, Mayor of City of Powder Springs as President and Sam Davis, Councilmember of City of Douglasville as Vice President.

Motion by Councilmember Viars to approve Al Thurman, Mayor of City of Powder Springs as President and Sam Davis, Councilmember of City of Douglasville as Vice President for the Georgia Municipal Association's District 3 West 2020-2022 election, seconded by Councilmember Blinkhorn. Please see "Exhibit J".

Vote taken. Motion approved unanimously, 5-0. Motion carried.

XXI. COUNCIL COMMENTS

Mayor Pro Tem Ferris shared it was good to turn on his own microphone as opposed to muting and unmuting Zoom. He was pleased to be back and recognized all the hard work that went into this meeting.

Councilmember Viars said the City took a great step regarding the flag. She was proud of the progress.

Mayor Henderson thanked everyone for his or her support in making this change tonight.

Councilmember Eaton asked when the flag was going to go up. The City Manager responded tomorrow morning.

Councilmember Blinkhorn talked about groups of people in our community still affected by COVID-19, particularly children out of school who are looking for lunches everyday as well as the elderly still in quarantine and in need of help. He encourages the public to reach out to organizations who are helping these individuals during this time.

Mayor Easterling thanked the community for its engagement and commitment to making the City of Kennesaw a better place.

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 10:30 P.M. The next regularly scheduled meeting will be held Monday, July 6, 2020 at 6:30 p.m. in the Council Chambers/ Ben Robertson Community Center.

_____

Lea Addington, City Clerk

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting
6/15/2020
Public Comment Sign-in

	Name	Address	Topic
1	Richard Calhoun	Gregory Doyle Calhoun & Rogers LLC 49 Atlanta Street Marietta 30060	Fountain Residential
2	Ryan Lee	1301 SHILOH ROAD; SUITE 321 Kennesaw, GA. 30144	FOUNTAIN RESIDENTIAL
3	Jimmy Dickens	2044 Jebs Ct Kennesaw GA 30144	Comments
4	Charlie Darrien	2044 Jebs Ct Kennesaw, GA 30144	Flag
5	Mary Miller	3905 Collier Trace Kennesaw, GA	Flag
6	PHIL ANZALONE	3182 PINE KNOLL CT KENNESAW	FOUNTAIN
7	Carly Seifert	115 Lake Latimer Cove Kennesaw	Flag
8	Martha Juanita Ruiz	2036 Pine Hill Cir Kennesaw	Flag
9	Rebecca Carlson	4014 Cherry Blossom Pky	Flag
10	JUE BUZEMAN	1516 WIMBLEDON DR	KENNESAW
11	Debra Williams	3126 Kates Ct	Kennesaw
12	Lisa Adkins	4005 Wellcrest Dr NW	Kennesaw Flag
13	Allen J Pallson	4044 Georgia Stockade Way	Kennesaw Flag
14	Trevor Tollett	360 Colgate Dallas	Fountain Residential
15			
16			
17			
19	ED SETZLER	1515 BOXWOOD TRACE	FLAG

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting
6/15/2020
Public Comment Sign-in

	Name	Address	Topic
1	George Williams IV	[redacted]	The Flag
2	KC Hamill	4008 Ayers Dr	Zoning
3	Cindy McKinlay	1381 Stonehenge Ct	Housing.
4	Timothy Higins	2059 White oak	Kennesaw
5	MATT SOUTHWEL	1027 TRAVELERS TRAIL	THE FLAG
6	Brent Peabody		
7	Leah Wood	3456 Dallas Acworth Hwy	Confederacy
8	Rebecca Miller	4515 Twin Creek Dr NE	Removing Flag
9	Michael Pattt	1815 Brachendle Rd	Flag
10	Joy Campbell	1000 Chastain Rd	Flag
11	W. Ellinfte	5641 Oak Grove Drive	Flag
12	Vincent Beetles	1500 Bellemeade Dr SW	Flag
13	Zachary Smith	4515 Twin Creek Dr, NE	Flag
14	Edie Sinclair	4515 Twin Creek Dr NE	flag
15	Johnny Hawkins	3577 Hogan Dr.	Flag
16	Kris Kourney	3588 English Oaks	The Flag
17			
19			

Lea Addington

Comments - A

From: Jennifer Taylor <jtaylor@dillardsellers.com>
Sent: Friday, June 12, 2020 4:03 PM
To: Derek Easterling; kennesawcouncil; James Eaton; Tracey Viars; Patrick Ferris; Christopher Henderson; David Blinkhorn
Cc: Darryl Simmons; Randall Bentley (external); Coleen Hosack; Doug Dillard; Baxter Russell
Subject: RZ2020-01 - Rezoning Request for 1465 Shiloh Road
Attachments: Ltr to Mayor and Council.pdf; Statement of Support for the Fountain Student Purpose Housing Project.pdf

Good afternoon,

Please see attached correspondence forwarded on behalf of counsel for Applicant, Fountain Residential. Thank you.

Jennifer R. Taylor

DILLARD Sellers
ATTORNEYS AT LAW

d (404) 665-1244 **e** jtaylor@dillardsellers.com
1776 Peachtree Street, NW, Suite 390N
Atlanta, Georgia • 30309
DILLARDSELLERS.COM

DILLARD Sellers
ATTORNEYS AT LAW

G. Douglas Dillard
404-665-1241

E-Mail
ddillard@dillardsellers.com

June 12, 2020

Via E-mail
Mayor Easterling and City Council Members
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Re: RZ2020-01 - Rezoning Request for 1465 Shiloh Road
Fountain Residential Partners, LLC ("Fountain Residential")

Dear Mayor Easterling and City Council Members,

As you are aware, our firm represents the Applicant, Fountain Residential, in the above-referenced rezoning application. We appreciate your diligence and attention in this matter, dating back to our original hearing date in March 2020. We look forward to presenting Fountain Residential's request at our hearing on June 15th, and I wanted to provide some clarifying information for your consideration in advance of that meeting.

Request Summary and Clarity

As described in the application materials before you, Fountain Residential requests the rezoning of 4.4 acres on Shiloh Road from R-30 to RM-12 in order to develop a student housing community. Despite continued misinformation from detractors, my client's rezoning request (i) does not include any variance requests and (ii) differs significantly from the 2017 rezoning request. Following comments by the Planning Commission, Fountain Residential submitted an updated site plan to reflect compliance with all RM-12 regulations and design standards. Based on the updated site plan now presented for your approval, variances are no longer necessary. In a letter dated June 8, 2020, we formally requested withdrawal of our previous variance requests.

Additionally, the current site plan and rezoning request demonstrate an important, productive departure from the 2017 rezoning application submitted by Fountain Residential. By significantly reducing available density and parking from the 2017 plan, my client's proposed development no longer includes two residential parcels on the corner of Ayers Drive and Shiloh Road. My client has greatly reduced exposure to surrounding single-family residential by eliminating any access to Ayers Drive from the proposed development. The current development has a much smaller footprint than proposed in 2017, and my client is providing substantial landscape buffering to separate activity on my client's property from surrounding uses. After extensive work and conversations with community members, Fountain Residential has gained the express support from the Pinetree Civic Association for the current request and site plan (as discussed and described in the attached Statement of Support).

Response to Wade Green Opposition

In advance of our March 16, 2020 hearing, Mr. Richard Calhoun submitted a letter in opposition to my client's rezoning on behalf of the 75 Wade Green Business Center Association, Inc. ("Wade Green"), an adjacent office park located in Cobb County. Mr. Calhoun also appeared to present his opposition at the March 16th hearing. We anticipate that Mr. Calhoun and Wade Green will file another letter and appear on June 15th with similar positions and arguments of opposition. This firm objects to Wade Green's standing to challenge and oppose Fountain Residential's rezoning request. We also disagree with Mr. Calhoun's position and written arguments as a general matter, based on Georgia law and the City's code. However, I did want to provide specific rebuttal for two wholly incorrect arguments and improper positions taken by Mr. Calhoun on behalf of his client.

(a) Fountain Residential's Zoning Request Does Not Qualify as "Spot Zoning"

My client's application and rezoning request for a residential student housing community with RM-12 zoning cannot be classified as "spot zoning." As described in Mr. Calhoun's March 16th Wade Green letter, interpretations for spot zonings must consider the use and zoning of the surrounding area. Unfortunately, Mr. Calhoun's description of the Shiloh Road area surrounding 1465 Shiloh Road and the Wade Green office park is inaccurate and misleading.

My client's property and the proposed RM-12 student housing community site are surrounded by a variety of land use and zoning districts, governed by different zoning maps and regulations for the City of Kennesaw and Cobb County. The immediately adjacent uses and zoning districts include single-family residential, office park, general commercial, and light industrial along the busy Shiloh Road arterial corridor. Fountain Residential's proposed residential community and rezoning to RM-12 provide an appropriate transition from the commercial and industrial uses on the north side of Shiloh Road to the single-family residential neighborhood located behind the subject property on the south side of Shiloh Road. Furthermore, student housing communities and RM-12 zoned properties exist in close proximity to the subject property, in this isolated corridor within the Kennesaw city limits.

Wade Green's depiction of the Shiloh Road area surrounding the subject property is facially inaccurate and misleading. For this reason and those stated above, my client's Shiloh Road property and the requested rezoning cannot be classified as spot zoning.

(b) Misinterpretation of "Family"

Fountain Residential's current site plan and request for RM-12 zoning is fully compliant with the City of Kennesaw zoning code and related definitions. Wade Green and Mr. Calhoun contend that the site plan and community design violate the zoning ordinance, because the definition of "family" does not allow more than three unrelated persons to live together in a unit. Mr. Calhoun's argument is a misinterpretation of "family" that is inapplicable to my client's proposed development and product design.

Fountain Residential's student housing model provide a unique housing and lease structure. Designed for student residents, Fountain Residential's lease structure is based on individual bedroom leases during a university or college academic year. Instead of a more traditional structure where a group of students lease an entire unit as a collective body, individual student lease a separate, individual bedroom and bathroom. Under this system, tenant-students in a unit are not required to share any interactions, responsibilities, or interactions with each other. Although units provide a common area and kitchen facilities, no requirement exists for interaction in these spaces. Herein, my client's unique, individual lease structure exempts the proposed development and site plan from the application of the definition of "family." Because the individual student tenants do not operate as a "single housekeeping unit" under the City's code definitions, the definition of "family" does not apply to the proposed development so as to limit the units to three bedrooms.[1]

Mr. Calhoun's argument and interpretation do not consider the importance of the "single housekeeping unit" component of the "family" definition. Fountain Residential's interpretations of both "family" and "single housekeeping unit" under the City's current code are consistent with City Planning and Zoning Staff's interpretation. Additionally, my client's interpretation is consistent with those zoning approvals for previous student housing developments in the City. For these reasons and those stated above, I ask that you disregard Mr. Calhoun's misleading argument and misinterpretation of City code.

Conclusion

Based upon the statements above in addition to the site plan and supplemental materials previously submitted, we respectfully request approval of Fountain Residential's rezoning application and site plan. My client commits to those zoning conditions recommended by City Planning and Zoning Staff as amended by Planning Commission. In additional to formal recommendations of approval from the Planning Commission and City Planning and Zoning Staff, we have received support from the Pinetree Civic Association and other community representatives. My client's

---

[1] As described in the definitions contained in UDC Sec. 1.09.02, "single housekeeping unit" is a primary component in the definition of "family." Fountain Residential's student tenants do not operate as a single housekeeping unit and thus are not defined as a family.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and <u>living as a single housekeeping unit</u>, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Single Housekeeping Unit: Means that the occupants of a dwelling unit have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, lease agreement or ownership of the property, expenses and responsibilities; membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit.

proposed rezoning to RM-12 will allow development of a high-quality, student housing community that will benefit the City and its residents for years to come.

Thank you for your consideration in this matter, and please let me know if you have any additional questions.

Sincerely,

DILLARD SELLERS

/s/ G. Douglas Dillard
G. Douglas Dillard
R. Baxter Russell

Enclosure

cc: Darryl Simmons (dsimmons@kennesaw-ga.gov)
R. Randall Bentley, Sr. (randall.bentley@bbandblaw.com)
Coleen Hosack (coleen@thebentleyfirm.com)

Statement of Support for the Fountain Student Purpose Housing Project
Pinetree Civic Association

9 June 2020

Mayor Derek Easterling
Council Pat Ferri
Council James Eaton
Council Tracey Viars
Council Chris Henderson
Council David Blinkhorn
City Manager Jeff Drobney
Zoning Manager Darryl Simmons
City Clerk Lea Addington

The Pinetree Civic Association officially endorses the Fountain Student Purpose Housing Project.

We believe that Fountain has agreed to sufficient stipulations to insure that the problems of prior Student Purpose Housing projects will **NOT** be repeated. This include:

1. Locating the facility on an arterial street with minimum exposure to residential areas.
2. Agreeing to abide by the Cobb County and proposed City of Kennesaw Student Purpose Ordinance. This includes:
    a. 24/7 on site management
    b. Required annual police review before the City of Kennesaw annual business license renewal approval.
    c. Fountain is required to coordinate with local law enforcement to develop a security plan in accordance with the standards of crime prevention through environmental design (CPTED).
    d. Sufficient parking and fencing for residents and visitors to prevent parking in adjacent properties for residents and visitors.
    e. A gated and secure facility.
3. Have scaled back the project to better isolate the residential area. The landscaping will provide sufficient buffering for the 4 adjacent residential properties.
4. Most importantly, Fountain has addressed the most significant issue with Student Housing....safety and traffic to/from campus.
    a. Fountain will provide bus service
    b. Fountain has been very active with PCA and Cobb DOT on addressing the resulting traffic. Pinetree has had a major problem with student traffic accessing the KSU campus and West Parking Deck through the 20 ft wide hilly Pinetree streets.

i. The combination of a right turn out only from the facility and Cobb's decision to build a physical barrier to prevent left turns into Ayers.
ii. Cobb DOT and our Cobb Commissioner (JoAnn Birrell) have agreed to work with Kimbly-Horn Engineering to document the traffic issues around KSU (13 locations) and specifically Frey Lake Road.
iii. Cobb County has agreed to have Fountain establish a $ 100,000 escrow fund for the survey, initial engineering and support of closing or restricting Frey Lake Road by Cobb County.

The Pinetree Civic Association charter includes just under 600 residential homes. The PCA Board of Directors have diligently evaluated the impact and tradeoffs regarding this project. We believe having the facility on an adjacent arterial street (Shiloh) minimizes the impact to the immediate community. By addressing the traffic issues, we believe this project will enhance the quality of life for residents of Pinetree Civic Association.

The final Board of Directors vote to approve of this endorsement of the Fountain project was 4-0 with 1 abstention.

Pinetree Civic Association

Post Office Box 1382

Kennesaw, GA 30156

info@pinetreecivic.org

Phil Anzalone

Phil Anzalone - President
(philanzalone12@comcast.net)
(770 330-6512)
David McSpadden - Vice President
Dean Student - Secretary
Todd BERQUIST - Security Chairman

Lea Addington

Comments – B

From: Ronda Porta <[redacted]
Sent: Monday, June 15, 2020 3:54 PM
To: kennesawcouncil
Subject: Rezoning Tonight

Hello Council,

I oppose the redoing on 1465 Shiloh Road for several reasons:

- The traffic is already heavy on Shiloh and Wade Green roads
- The traffic in the residential neighborhood is such that the neighborhood is used to cut-thru to both of those roads as well as KSU
- The roads aren't maintained like they should be in the neighborhood and it will add to the wear and tear of the roads
- The cars racing through the neighborhood are not going the speed limit. It's dangerous to walk on the streets of the neighborhood
- Kennesaw is full of apartment complexes. How many more do you need? The new tagline could be, "Kennesaw the home of apartment complexes"
- There is land closer to KSU that can be used to build more apartment complexes if you feel Kennesaw needs more apartment complexes despite the previous reason

If you lived in this neighborhood, you would NOT approve an apartment complex near the neighborhood. The community of Pinetree has a lot of issues in this neighborhood already. Let the residents of Pinetree know that you care about the quality of life in Kennesaw by voting NO to another apartment complex.'

Please vote NO to allowing an apartment complex to be built.

Thank You,

Ronda Porta
Resident of Pinetree

Lea Addington

From: Katrina Champion <[redacted]>
Sent: Monday, June 15, 2020 6:10 PM
To: kennesawcouncil
Subject: rezoning for the 1465 Shiloh Road

Dear Kennesaw Zoning Commission,
As a 20 year resident of Pine Tree Country Club, I am in strong opposition to the rezoning for 1465 Shiloh Road. We the residents of Pine Tree, surrounding small businesses, and surrounding neighborhoods, have packed the zoning room in Kennesaw multiple times to express our opposition to having student housing in or adjacent to our neighborhood. I could repost the oppositions here, but you have already heard it, and are once again ignoring us. I think it was quite sneaky of Kennesaw to push through yet another proposal during our Covid and country crisises. Most of us are of the demographics that are slower to venture out during this time.

When I first heard about this new proposal, we were told it was a done deal. Today I hear there is actually a meeting. More deception.

The proposal makes a lot of promises that sound good. Living at 3875 Shiloh Trail West, behind both the commercial properties on Cherokee Street, I know first hand how commercial builders promise things and do not deliver. I am also all too familiar with the city Kennesaw not following its own ordinances. Both properties on Cherokee street have drainage violations, and one has fencing violations, so I have little confidence in either agency's following through. And yes, we made the city aware of the problems, multiple times. There was even a lawsuit by one of my neighbors.

We are living in sad times. Tax paying, law abiding citizens are ignored. Rioters and looters get what they want.

Sincerely,
Katrina Champion
Pine Tree Resident

Lea Addington

From: Philip Walerski <[redacted]>
Sent: Monday, June 15, 2020 5:16 PM
To: kennesawcouncil
Subject: 1465 Shiloh Rd. Student Center,

To Whom It May Concern:

This will also divert students to cut through the neighborhood even further and put our children in jeopardy.

As a resident of Pinetree neighborhood, I strongly oppose the rezoning of 1465 Shiloh Rd. Student Center, as it fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved.

It's density does not comply with rezoning requirements, it's unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond his capabilities, and its increase in impervious surface will cause an increase in volume of stormwater runoff that will be a detriment to the surrounding properties.

Furthermore as a member of the Pinetree civic association, we were recently informed that the association committee members drafted correspondence to the city of Kennesaw giving approval of this project. This is NOT something that they discussed with their members, and have NOT represented the disproval of the project from their members. That was an erroneous letter, and is not representative of any one

of its members votes, and therefore should be disregarded.

Lea Addington

From: Robert A. DeVillar <[redacted]>
Sent: Monday, June 15, 2020 5:34 PM
To: kennesawcouncil
Subject: Objection to Rezoning Application Request

Dear Council Members,

I appreciate this opportunity to voice, in writing, my opposition to the re-zoning request related to the 1465 Shiloh Road property. My reasoning coincides with that of architect Ryan Lee, specifically:
1. Objection of density
2. Objection of unit sizes and violation of zoning standards 3. Objection to an insufficient infrastructure 4. Objection of impervious surfaces, storm weather management, and water runoff 5. Objection of future retaining walls and physical structures 6. Objection to rezoning due to current national crisis and possible market shifts

I refer you to his letter to you of June 15, 2020 and urge your, individually and as a collective body, to deny the re-zoning application.

Thank you for your consideration.

Sincerely,

Robert A. DeVillar
Binbin DeVillar
1314 Shiloh Trail East NW
Kennesaw, GA 30143

[redacted]

Sent from my iPhone

✓

Lea Addington

From: Ty Kataja <[redacted]>
Sent: Monday, June 15, 2020 5:51 PM
To: kennesawcouncil
Subject: rezoning 1465 Shiloh Road

I oppose rezoning of 1465 Shiloh Road

Ty Kataja

Lea Addington

From: Anthony Scaturro <[redacted]>
Sent: Monday, June 15, 2020 2:47 PM
To: kennesawcouncil
Subject: Against the rezoning of 1465 Shiloh road property

I am against the rezoning of 1465 Shiloh road property. The area surrounding Pine Tree and Pine Tree is too congested as it is and does not need anymore traffic.

Thank you,

Tony Scaturro

Lea Addington

From: Miriam Tilley <[redacted]>
Sent: Monday, June 15, 2020 3:42 PM
To: kennesawcouncil
Subject: Letter of Opposition to Rezoning 1465 Shiloh Rd.

To Whom It May Concern:

As a resident of Pinetree neighborhood, I strongly oppose the rezoning of 1465 Shiloh Rd. Student Center, as it fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved.

It's density does not comply with rezoning requirements, it's unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond his capabilities, and its increase in impervious surface will cause an increase in volume of stormwater runoff that will be a detriment to the surrounding properties.

Furthermore as a member of the Pinetree civic association, we were recently informed that the association committee members drafted correspondence to the city of Kennesaw giving approval of this project. This is NOT something that they discussed with their members, and have NOT represented the disproval of the project from their members. That was an erroneous letter, and is not representative of any one of its members votes, and therefore should be disregarded.

Sincerely,
Miriam Tilley
Sent from my iPad

Lea Addington

From: Cindy McKinlay [redacted]>
Sent: Monday, June 15, 2020 2:14 PM
To: kennesawcouncil
Subject: Letter of Opposition to Rezoning 1465 Shiloh Rd.

To Whom It May Concern:

As a resident of Pinetree neighborhood, I strongly oppose the rezoning of 1465 Shiloh Rd. Student Center, as it fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved.

It's density does not comply with rezoning requirements, it's unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond his capabilities, and its increase in impervious surface will cause an increase in volume of stormwater runoff that will be a detriment to the surrounding properties.

Furthermore as a member of the Pinetree civic association, we were recently informed that the association committee members drafted correspondence to the city of Kennesaw giving approval of this project. This is NOT something that they discussed with their members, and have NOT represented the disproval of the project from their members. That was an erroneous letter, and is not representative of any one of its members votes, and therefore should be disregarded.

Sincerely,
Cindy McKinlay

Lea Addington

From: Dennis McKeon <[redacted]>
Sent: Monday, June 15, 2020 2:21 PM
To: kennesawcouncil
Subject: Rezoning of 1465 Shiloh Road, Kennesaw, Ga. 30144.

I oppose the rezoning of 1465 Shiloh Road, Kennesaw, Ga. 30144.

Dennis M. McKeon Sr.

RE: LETTER OF OPPOSITION TO THE REZONING OF 1465 SHILOH ROAD
To the honorable Mayor and City Council of Kennesaw,
I write in opposition of the rezoning of 1465 Shiloh Road by the applicant Fountain Residential Partners. The design and application provided fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved. My objections and reasons follow:
Item 1 – Objection of density
Pursuant to the zoning code (see excerpts attachment A) of ordinances for Kennesaw a "Dwelling Unit" is defined as being "occupied by one family", additionally "Family" is defined in the ordinance as "not more than (3) persons not related". The applicant's design provides for 41 (78%) of their 52 units as five (5) bedroom units which will be occupied by more than three persons not related. This is in direct violation of the zoning code for Kennesaw and a non-conforming design to the RM-12 zoning.
Understanding that the rezoning application has been recommended for approval by staff, conditional. Condition 8, provides for the ability of the applicant to construct 241 beds and 52 units. This condition DOES NOT alleviate the defining conditions in the zoning code that "not more than (3) persons not related" define a "Dwelling Unit".
Presuming that all of the residents will not be related, the actual unit count would be 81 total units (241 beds divided by 3 persons unrelated). Reverse engineering, using the maximum dwelling units per RM-12 of 52, times 3 per persons unrelated, your maximum bedrooms allowable would be 156 beds. There has been no request of variance in the increase in density of unit count, to match the 81 units, and the conditional increase in bedroom count is in violation of the zoning process by way of not being a variance.
Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw § B - "**Unless a proper variance is granted**, no building shall hereafter be erected or altered so as: §2 –"To accommodate or house a **greater number of families**."
As the definition of "Dwelling Unit" is controlled by the definition of "Family" and that definition cannot be altered unless a proper variance is granted, the proposed density via design, by the applicant, and the additional condition to increase the bed count proposed by staff, without variance, in my professional opinion, is in violation of the code of ordinances for Kennesaw, nonconforming as submitted, a violation of the rezoning process, and should be denied.
June 15, 2020
1465 Shiloh Road
2 of 7
Item 2 – Objection of unit sizes and violation of zoning standards
Pursuant to the table in section 4.01.02 Dimensions Standards for Development (see below) the minimum floor area required is established in the zoning code, this presumes all units meet the definition of "Dwelling Unit". Presuming that, a three-bedroom unit, minimum area, is 900 SF and each additional bedroom would be an additional 450 SF. Using this data, a five-bedroom unit would be required to be a minimum of 1800 SF.
The below image is taken from the applicant's presentation material, as you can see the net area is 1600

SF. As the zoning code requires a 'minimum' area of 1800 SF the design provided is below the minimum required and appears to have been developed for the sole purpose of increasing the density beyond the allowable for this property.

As previously indicated the applicant has provided for 41 (78%) of the 52 units to be five bedroom and five bath units, as they are 200 SF short of the minimum, this is no minor deviation than can be approved by staff. No variance or condition has been presented as part of the application, I would also contend that even if presented, it should not be approved. Though difficult to see in the upper left corner of this plan, the minimum bedroom size is listed as 9'-7 1/2" wide. Taking out the

wall widths you only have a 9'-0" wide usable width for a bedroom! Is this really the applicant's idea of a "upscale student housing development" as indicated in their application? Additionally, this condition not only is present in this bedroom, but ALL BEDROOMS in this unit type. This would be the predominant bedroom usable width for the entire property given that 41 of the 52 units are this unit type.

Regardless, the applicant has failed to provide the minimum floor areas per 4.01.02 and this rezoning should be denied.

Item 3 – Objection due to insufficient infrastructure

Pursuant to the utility mapping provided by Cobb County (see below) the largest utility line in that area is a single tap for sewer of an 8" diameter line. Normal engineering indicates that an 8" sewer line will handle 1600 DFU (Drainage Fixture Units), to put this in perspective a bathroom group generates approximately 5 DFU's, a kitchen normally 2 DFU's, and a washing machine 2 DFU's. The applicant's project will generate:

241 bathrooms x 5 DFU's = 1295 DFU's
52 kitchens x 2 DFU's = 104 DFU's
52 Washers x 2 DFU's = 104 DFU's

Total DFUs required 1503 of a 1600 maximum available for just this project. You are upstream from the 75 Wade Green Office park (see image below for sewer routing) the remain 97 DFU's will only service another 20 bathrooms to an office park that contains hundreds of bathrooms. You are taxing that infrastructure beyond its limit by increasing the density of this property when it wasn't originally intended to be this dense. The previous zoning, assuming three-bathroom homes, would have had a maximum of six lots with a load of 19 DFU's per lot, totaling 114 DFU's. You are 13 times more load on the infrastructure that what it was intended.

Again, this rezoning should not be approved.

Item 4 – Objection of impervious surfaces, storm water management, and water runoff

Pursuant to the applicant's site plan it states that the subject property will have 70% of the property as impervious surfaces. This means that approximately 3.08 acres of the 4.40 acre property will be taking on storm water and cannot be absorbed into the earth. Currently, my best guess is that the existing property has about 20% impervious surface. I'll concede that this 70% impervious surface water can be managed, stored, and released, but this property's original zoning, R-30, was set up for single family lots at a minimum lot area of ¾ acres, with setbacks on each property, and driveways. Your maximum impervious surface, at my best estimates, would have been 40-50%.

Pursuant to Cobb County's GIS mapping, the contours of that property will cause the storm water runoff to go to the three properties to the south, lots 1440, 1432, and 1420, see image below. The applicant's civil engineer will manage the flow so that the storm water will flow at the same rate as the current property normally drains, but it's going to have to flow a larger volume of water which the properties to the south have not been prepared for due to the existing zoning being single family. You will have wet streams in lieu of dry consistently. Additional erosion will be caused and in my professional opinion devaluation of their properties.

The surrounding properties (lots 1440, 1432 and 1420) are not prepared for this development and as a result of the rezoning will be a detriment. I argue against the applicant's statement on their response to question 9 below (in their application) that this rezoning is "*compatible with current environmental conditions in light of development on surrounding properties. The Applicant's*

proposed student housing community will increase the value, use and enjoyment of surrounding properties by providing much needed, additional stormwater infrastructure at the Property."

How is adding a 70% impervious surface parking lot with additional stormwater runoff volume increasing the surrounding properties value? Additionally, how is the runoff from a parking lot, which will have debris, oil, and gas in that runoff going to benefit the residence to the south and be "compatible with the environment"?

Again, I would argue that this development is not in the best interest of this community and should be denied.

Item 5 – Objection of future retaining walls and physical structures

The applicant has provided in its presentation that it will require the use of retaining walls in order to grade the property to construct its proposed parking. These retaining walls are in some cases 20'-0" in height. This information has only been shown towards the single-family properties, specifically lots 1432 and 1440, and no information has been provided for the abutment to 75 Wade Green office park. My office is located at this location and I suspect my second story window will now be looking at a retaining wall and/or their dumpster enclosure. To give you a point of perspective I'm currently looking at a grove of trees. This will devalue my property and will cause issues with me renting my office space to prospective tenants.

Additionally, the applicant is indicating the use of a modular retaining walls. Physically I do not see how this is going to be constructed without an easement from 75 Wade Green office park. As a member of that association it would be my vote that no easement be granted.

I ask the Mayor and City Council provide relief to my business by denying this application as its physical design, at the office park property line, will harm my business during both construction and in operation of this student housing property.

Item 6 – Objection to rezoning due to current national crisis and possible market shifts

The Covid-19 health crisis has provided a tectonic shift in the multifamily, student housing, and general business markets. Many colleges, as I suspect KSU may be one of them, are evaluating new dynamics in remote teaching and I'm hearing from multiple student housing developers that there are growing concerns about defaults in the fall or possible occupancy reductions due to social distancing and reduction in enrollment. While I'm not necessarily opposed to a multifamily development at this location, if designed and developed correctly, I do believe at this specific moment, it is NOT in the best interest of Kennesaw to rezone this property.

My fear is that the applicant's five-bedroom units may be completely empty in the future, if KSU chooses to change its teaching methods, the city of Kennesaw and the surrounding existing properties would then be left to deal with a dark box of a majority of five-bedroom units that could never be rented.

Summary

This application for rezoning should be denied. Its density does not comply with the rezoning requirements, its unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond its capabilities, its increase in impervious surface will cause an increase in volume of storm water runoff that will be a detriment to the surrounding properties, the physical retaining walls and density will cause harm to my business and will cause a reduced market value of my property. Finally, the national crisis of the Covid-19 virus has placed doubt on if this rezoning will be needed for our community.

I appreciate your consideration in this matter and request you deny this rezoning in its entirety.

Sincerely,

Ryan A. Lee, Architect, President & CEO
R.A. Lee & Associates, Architects
1301 Shiloh Road, Suite 321
Kennesaw, Georgia 30144

Attachment "A" – Zoning References

Attachment "A"

Copies of Zoning References

Pursuant to section 1.09.00 Definitions of the Zoning Code of Ordinances of Kennesaw.

Dwelling Unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Density:

1. The overall intensity of land use for the total project.
2. Residential density is the number of housing units permitted per acre in the zoning district involved in accordance with the terms of the zoning ordinance or as authorized under conditional zoning by the Mayor and City Council. The maximum residential density per developable acre authorized for R-30, R-20, R-15, R-12, R-10, PUD-R, RA-4, RM-8, RM-12, and FST zoning districts are set forth in Chapter Four of the Unified Development Code. These maximums could be lowered by conditional zoning by the Mayor and City Council. A developable acre shall not include any part or parts of rivers, streams, floodplains and natural lakes which are not the result of manmade dams. The maximum allowable dwelling units per acre shall in no event exceed any of the following:

a. The maximum set forth in article VIII of this appendix for such zoning district;
b. The maximum dwelling units per acre which can be constructed without violating any other restrictions, limitations, and/or requirements of such zoning district or the maximum authorized under conditional zoning by the Mayor and City Council.

Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw:

B. ***Height and density.*** **Unless a proper variance is granted**, no building shall hereafter be erected or altered so as:

1. To exceed the height limits;
2. To accommodate or house a greater number of families;
3. To occupy a greater percentage of lot area; or
4. To have narrower or smaller rear yards, front yards, side yards, courtyards or other open spaces, than herein required; or in any other manner contrary to the provisions of this ordinance

Lea Addington

From: Deanna Davis <[redacted]>
Sent: Monday, June 15, 2020 2:21 PM
To: kennesawcouncil
Subject: Rezoning of Property

To The Kennesaw City Council,

I am writing to strongly oppose the proposed rezoning of the property at 1465 Shiloh Road by Fountain Residential Partners.
I live in the Pinetree neighborhood and am going on my 3rd decade as a Kennesaw resident. I am committed to our community for the long haul. While I am grateful to have a university in our area, as I am sure you know, this neighborhood continues to be assaulted with increased and unenforced university traffic that endangers residents, and code violations that harm property values and quality of life.
I urge you to think through the consequences of more apartments in Kennesaw, particularly right next to Pinetree knowing it will increase cut-through traffice, and particularly with so many issues that are repeatedly brought up when new developers, with no stake in our community other than profit, attempt to build more student apartment housing:

- the lack of infrastructure such as traffic lights, sidewalks, etc.
- the lack of study on traffic patterns, noise impact, increase in crime, etc
- the misplacement of this facility next to a neighborhood, when there are other less impactful locations to build this type of housing.

Please reject this rezoning to ensure a greater quality of life and safety to the residents of Kennesaw.
Thank you,

Deanna L. Davis LMFT

[redacted]
Richmont Trauma Center
https://richmonttraumacenter.com
1900 The Exchange SE
Atlanta Ga, 30339
Bldg 100, Suite 180
770-575-9393 ext 6229
ddavis@richmonttrauma.com
"Keep vigilant watch over your heart; that's where life starts." King Solomon, Pr. 4:23

Lea Addington

From: Mike Tyrell [redacted]
Sent: Monday, June 15, 2020 2:26 PM
To: kennesawcouncil
Subject: Shiloh Rd Rezoning

After reviewing the proposal for this property I am totally against any development that does not comply with the housing codes as they are currently written. As an owner of a home in Pinetree Country Club, and an office condo unit immediately adjacent to the proposed construction, we will be the victims of the damage that this development will bring to the sanctity of both our home and our workplace.
Please deny this proposal.
Mike

Michael Tyrell, President
Archery Shooters Association, LLC
1301 Shiloh Rd, #720
Kennesaw, GA 30144
770-795-0232 (office)
770-335-5313 (cell)

Lea Addington

From: rlee@raleearchitects.com
Sent: Monday, June 15, 2020 2:51 PM
To: kennesawcouncil
Subject: Letter of opposition to the rezoning of 1465 Shiloh Road
Attachments: 2020 06-13 RA LEE LTR - Shiloh Rezoning REV1.pdf

Please find attached my letter of opposition to the rezoning for 1465 Shiloh Road.

Thanks,

Ryan A. Lee | Architect
R.A. Lee & Associates, Architects
1301 Shiloh Road, Suite 321
Kennesaw, Georgia 30144
(o) 678-903-8892 (c) 678-360-8171
www.raleearchitects.com

R.A. Lee & Associates, Architects
Residential · Commercial · Planning · Construction Management

June 15, 2020

KENNESAW CITY COUNCIL
2529 J O Stephenson Avenue
Kennesaw, Georgia 30144

RE: LETTER OF OPPOSITION TO THE REZONING OF 1465 SHILOH ROAD

To the honorable Mayor and City Council of Kennesaw,

I write in opposition of the rezoning of 1465 Shiloh Road by the applicant Fountain Residential Partners. The design and application provided fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved. My objections and reasons follow:

Item 1 – Objection of density

Pursuant to the zoning code (see excerpts attachment A) of ordinances for Kennesaw a "Dwelling Unit" is defined as being "occupied by one family", additionally "Family" is defined in the ordinance as "not more than (3) persons not related". The applicant's design provides for 41 (78%) of their 52 units as five (5) bedroom units which will be occupied by more than three persons not related. This is in direct violation of the zoning code for Kennesaw and a non-conforming design to the RM-12 zoning.

Understanding that the rezoning application has been recommended for approval by staff, conditional. Condition 8, provides for the ability of the applicant to construct 241 beds and 52 units. This condition DOES NOT alleviate the defining conditions in the zoning code that "not more than (3) persons not related" define a "Dwelling Unit".

Presuming that all of the residents will not be related, the actual unit count would be 81 total units (241 beds divided by 3 persons unrelated). Reverse engineering, using the maximum dwelling units per RM-12 of 52, times 3 per persons unrelated, your maximum bedrooms allowable would be 156 beds. There has been no request of variance in the increase in density of unit count, to match the 81 units, and the conditional increase in bedroom count is in violation of the zoning process by way of not being a variance.

Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw § B - "**Unless a proper variance is granted**, no building shall hereafter be erected or altered so as: §2 –"To accommodate or house a **greater number of families**."

As the definition of "Dwelling Unit" is controlled by the definition of "Family" and that definition cannot be altered unless a proper variance is granted, the proposed density via design, by the applicant, and the additional condition to increase the bed count proposed by staff, without variance, in my professional opinion, is in violation of the code of ordinances for Kennesaw, non-conforming as submitted, a violation of the rezoning process, and should be denied.

Item 2 – Objection of unit sizes and violation of zoning standards

Pursuant to the table in section 4.01.02 Dimensions Standards for Development (see below) the minimum floor area required is established in the zoning code, this presumes all units meet the definition of "Dwelling Unit". Presuming that, a three-bedroom unit, minimum area, is 900 SF and each additional bedroom would be an additional 450 SF. Using this data, a five-bedroom unit would be required to be a minimum of 1800 SF.

District	Designation	Min. Lot Area (sq. ft.)	Min./Max Acreage Required	Max. DUA Per Acre/FAR	Min. Floor Area (sq. ft.)	Min. Lot Width at Front Setback (feet)	Minimum Front Yard Setback 1 (feet)			Major Side Yard 2 (feet)	Min. Side Yard (feet)	Min. Rear Yard (feet)	Max. Cover (%)	Max Hgt.
							Arterial	Collector	Local					
Multiple Family (12 units per acre)	RM-12	30,000		12	1—800 2—750 3—900 4—450	75	50	40	30	25	10	30	45	4 Sty 45 ft.

The below image is taken from the applicant's presentation material, as you can see the net area is 1600 SF. As the zoning code requires a '<u>minimum</u>' area of 1800 SF the design provided is below the minimum required and appears to have been developed for the sole purpose of increasing the density beyond the allowable for this property.

As previously indicated the applicant has provided for 41 (78%) of the 52 units to be five bedroom and five bath units, as they are 200 SF short of the minimum, this is no minor deviation than can be approved by staff. No variance or condition has been presented as part of the application, I would also contend that even if presented, it should not be approved. Though difficult to see in the upper left corner of this plan, the minimum bedroom size is listed as 9'-7 1/2" wide. Taking out the

wall widths you only have a 9'-0" wide usable width for a bedroom! Is this really the applicant's idea of a "upscale student housing development" as indicated in their application? Additionally, this condition not only is present in this bedroom, but ALL BEDROOMS in this unit type. This would be the predominant bedroom usable width for the entire property given that 41 of the 52 units are this unit type.

Regardless, the applicant has failed to provide the minimum floor areas per 4.01.02 and this rezoning should be denied.

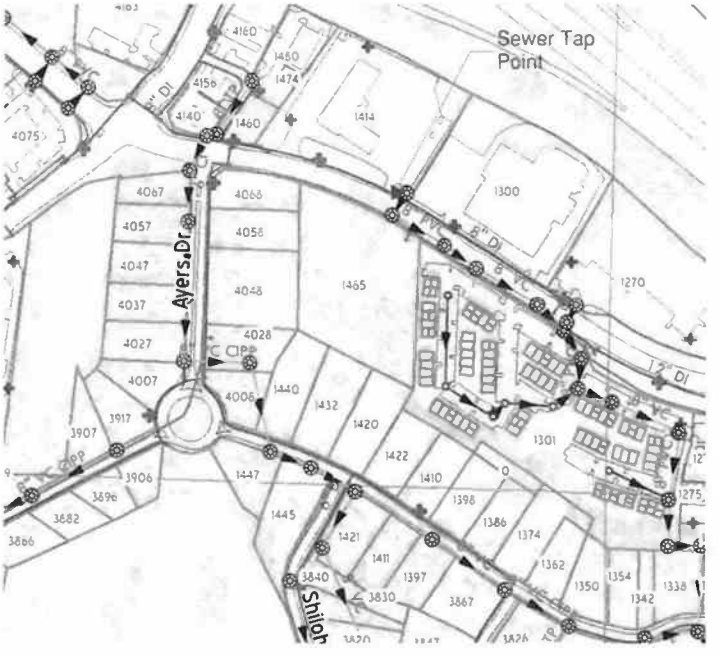
Item 3 – Objection due to insufficient infrastructure

Pursuant to the utility mapping provided by Cobb County (see below) the largest utility line in that area is a single tap for sewer of an 8" diameter line. Normal engineering indicates that an 8" sewer line will handle 1600 DFU (Drainage Fixture Units), to put this in perspective a bathroom group generates approximately 5 DFU's, a kitchen normally 2 DFU's, and a washing machine 2 DFU's. The applicant's project will generate:

241 bathrooms x 5 DFU's =	1295 DFU's
52 kitchens x 2 DFU's =	104 DFU's
52 Washers x 2 DFU's =	104 DFU's

Total DFUs required 1503 of a 1600 maximum available for just this project. You are upstream from the 75 Wade Green Office park (see image below for sewer routing) the remain 97 DFU's will only service another 20 bathrooms to an office park that contains hundreds of bathrooms. You are taxing that infrastructure beyond its limit by increasing the density of this property when it wasn't originally intended to be this dense. The previous zoning, assuming three-bathroom homes, would have had a maximum of six lots with a load of 19 DFU's per lot, totaling 114 DFU's. You are 13 times more load on the infrastructure that what it was intended.

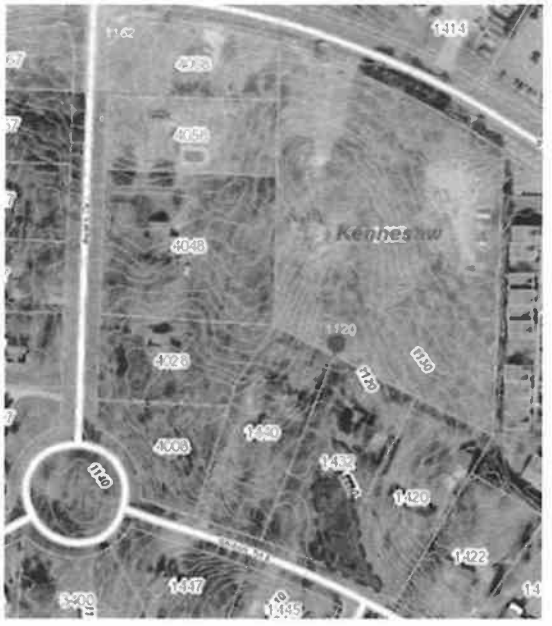
Again, this rezoning should not be approved.



Item 4 – Objection of impervious surfaces, storm water management, and water runoff

Pursuant to the applicant's site plan it states that the subject property will have 70% of the property as impervious surfaces. This means that approximately 3.08 acres of the 4.40 acre property will be taking on storm water and cannot be absorbed into the earth. Currently, my best guess is that the existing property has about 20% impervious surface. I'll concede that this 70% impervious surface water can be managed, stored, and released, but this property's original zoning, R-30, was set up for single family lots at a minimum lot area of ¾ acres, with setbacks on each property, and driveways. Your maximum impervious surface, at my best estimates, would have been 40-50%.

Pursuant to Cobb County's GIS mapping, the contours of that property will cause the storm water runoff to go to the three properties to the south, lots 1440, 1432, and 1420, see image below. The applicant's civil engineer will manage the flow so that the storm water will flow at the same rate as the current property normally drains, but it's going to have to flow a larger volume of water which the properties to the south have not been prepared for due to the existing zoning being single family. You will have wet streams in lieu of dry consistently. Additional erosion will be caused and in my professional opinion devaluation of their properties.



The surrounding properties (lots 1440, 1432 and 1420) are not prepared for this development and as a result of the rezoning will be a detriment. I argue against the applicant's statement on their response to question 9 below (in their application) that this rezoning is "*compatible with current environmental conditions in light of development on surrounding properties. The Applicant's proposed student housing community will increase the value, use and enjoyment of surrounding properties by providing much needed, additional stormwater infrastructure at the Property.*"

9) **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?**

The proposed rezoning and student housing development are compatible with current environmental conditions in light of development on surrounding properties. The Applicant's proposed student housing community will increase the value, use and enjoyment of surrounding properties by providing much needed, additional stormwater infrastructure at the Property.

How is adding a 70% impervious surface parking lot with additional stormwater runoff volume increasing the surrounding properties value? Additionally, how is the runoff from a parking lot, which will have debris, oil, and gas in that runoff going to benefit the residence to the south and be "compatible with the environment"?

Again, I would argue that this development is not in the best interest of this community and should be denied.

Item 5 – Objection of future retaining walls and physical structures

The applicant has provided in its presentation that it will require the use of retaining walls in order to grade the property to construct its proposed parking. These retaining walls are in some cases 20'-0" in height. This information has only been shown towards the single-family properties, specifically lots 1432 and 1440, and no information has been provided for the abutment to 75 Wade Green office park. My office is located at this location and I suspect my second story window will now be looking at a retaining wall and/or their dumpster enclosure. To give you a point of perspective I'm currently looking at a grove of trees. This will devalue my property and will cause issues with me renting my office space to prospective tenants.

Additionally, the applicant is indicating the use of a modular retaining walls. Physically I do not see how this is going to be constructed without an easement from 75 Wade Green office park. As a member of that association it would be my vote that no easement be granted.

I ask the Mayor and City Council provide relief to my business by denying this application as its physical design, at the office park property line, will harm my business during both construction and in operation of this student housing property.

Item 6 – Objection to rezoning due to current national crisis and possible market shifts

The Covid-19 health crisis has provided a tectonic shift in the multifamily, student housing, and general business markets. Many colleges, as I suspect KSU may be one of them, are evaluating new dynamics in remote teaching and I'm hearing from multiple student housing developers that there are growing concerns about defaults in the fall or possible occupancy reductions due to social distancing and reduction in enrollment. While I'm not necessarily opposed to a multifamily development at this location, if designed and developed correctly, I do believe at this specific moment, it is NOT in the best interest of Kennesaw to rezone this property.

My fear is that the applicant's five-bedroom units may be completely empty in the future, if KSU chooses to change its teaching methods, the city of Kennesaw and the surrounding existing properties would then be left to deal with a dark box of a majority of five-bedroom units that could never be rented.

Summary

This application for rezoning should be denied. Its density does not comply with the rezoning requirements, its unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond its capabilities, its increase in impervious surface will cause an increase in volume of storm water runoff that will be a detriment to the surrounding properties, the physical retaining walls and density will cause harm to my business and will cause a reduced market value of my property. Finally, the national crisis of the Covid-19 virus has placed doubt on if this rezoning will be needed for our community.

I appreciate your consideration in this matter and request you deny this rezoning in its entirety.

Sincerely,

Ryan A. Lee, Architect, President & CEO
R.A. Lee & Associates, Architects
1301 Shiloh Road, Suite 321
Kennesaw, Georgia 30144

Attachment "A" – Zoning References

Attachment "A"

Copies of Zoning References

Pursuant to section 1.09.00 Definitions of the Zoning Code of Ordinances of Kennesaw.

Dwelling Unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Density:

1. The overall intensity of land use for the total project.

2. Residential density is the number of housing units permitted per acre in the zoning district involved in accordance with the terms of the zoning ordinance or as authorized under conditional zoning by the Mayor and City Council. The maximum residential density per developable acre authorized for R-30, R-20, R-15, R-12, R-10, PUD-R, RA-4, RM-8, RM-12, and FST zoning districts are set forth in Chapter Four of the Unified Development Code. These maximums could be lowered by conditional zoning by the Mayor and City Council. A developable acre shall not include any part or parts of rivers, streams, floodplains and natural lakes which are not the result of manmade dams. The maximum allowable dwelling units per acre shall in no event exceed any of the following:

   a. The maximum set forth in article VIII of this appendix for such zoning district;

   b. The maximum dwelling units per acre which can be constructed without violating any other restrictions, limitations, and/or requirements of such zoning district or the maximum authorized under conditional zoning by the Mayor and City Council.

Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw:

B. ***Height and density***. **Unless a proper variance is granted**, no building shall hereafter be erected or altered so as:

1. To exceed the height limits;
2. To accommodate or house a greater number of families;
3. To occupy a greater percentage of lot area; or
4. To have narrower or smaller rear yards, front yards, side yards, courtyards or other open spaces, than herein required; or in any other manner contrary to the provisions of this ordinance.

Lea Addington

From: Dianne McPherson Contractor <Dianne.McPherson_Contractor@img.com>
Sent: Monday, June 15, 2020 2:57 PM
To: kennesawcouncil
Subject: Against Shiloh Road zoning

Please do no5 approve the Shiloh Road zoning tonight Thank you Dianne Mcpherson

Sent from my iPad please excuse typos.

The preceding e-mail message (including any attachments) contains information that may be confidential, may be protected by the attorney-client or other applicable privileges, or may constitute non-public information. It is intended to be conveyed only to the designated recipient(s) named above. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

Lea Addington

From: Gloria Behrle <[redacted]>
Sent: Monday, June 15, 2020 3:03 PM
To: kennesawcouncil
Subject: Re: Letter of Opposition to Rezoning 1465 Shiloh Rd.

To Whom It May Concern:

As a resident of Pinetree neighborhood, I strongly oppose the rezoning of 1465 Shiloh Rd. Student Center, as it fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved.

It's density does not comply with rezoning requirements, it's unit sizes do not comply with the re-zoning requirements, its density is going to tax the current sewer infrastructure beyond his capabilities, and its increase in impervious surface will cause an increase in volume of stormwater runoff that will be a detriment to the surrounding properties.

Furthermore as a member of the Pinetree Civic Association, we were recently informed that the association committee members drafted correspondence to the city of Kennesaw giving approval of this project. This is NOT something that they discussed with their members, and have NOT represented the disapproval of the project from their members. That was an erroneous letter, and is not representative of any one of its members' votes, and therefore should be disregarded.

Best regards,

Gloria Behrle

Lea Addington

From: Darryl Simmons
Sent: Monday, June 15, 2020 12:37 PM
To: SUSAN HOPKINS
Cc: Lea Addington; Marty Hughes; Jeff Drobney
Subject: RE: Shiloh road zoning change

Good afternoon Mr. and Mrs. Hopkins,

Thank you for submitting your comments and concerns. City staff will make sure this is made part of the record.

From: SUSAN HOPKINS <[redacted]>
Sent: Monday, June 15, 2020 11:25 AM
To: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Subject: Shiloh road zoning change

Mr. Simmons,

We will not be attending the meeting tonight due to the virus. We have attended all of the meetings prior to this one and would like to make a couple of comments. We listened to your argument that is change is for the good of the University. What about the good of the community? DOES ANYONE CARE? I understand that economically if it was not for the university, Kennesaw would be broke but at what cost? We also heard you start to say "Pine Tree is declining", then you stopped yourself. That statement told me that you do not care about the residents in Pine Tree. Your main concern is to increase the tax base and help the developers. I have a minor in Urban Planning. I was taught that putting inconsistent activity's (office park, high density housing) together is asking for depressed tax bases and unhappy citizens. Did you not learn that?
What is the occupancy rate for all of the apartments in downtown Kennesaw? What is the occupancy rate for all of the many other student housing that already exists? The town has turned into high density living without the infrastructure to support it (roads).

Traffic and trash are some of our main concerns. The location of this project is going to turn Shiloh Trail East into a secondary road, not a residential road. The only way to get to this property will be to cut through Pine Tree. Going to campus from this property students will have turn right onto Shiloh and then over 75. Coming home the only way they will be able to get back to the property is to cut through on Frey Lake Road, Club Drive, and Shiloh Trail East/ Ayers Drive. The county is already working on the intersection adding lanes. Adding an additional 80 cars everyday is ill-planned. You do not have the power nor does the city to correct this. The answer to Pine Tree's issue is to close the entrance from the campus. Put a gate with a knock box on it for emergency personnel only.

One more comment. During your last presentation to the council you stated that an offer to do a traffic study was turned down by the residents. This is patently FALSE. I was never offered any such thing nor were any of our neighbors. I suspect the residents/owners who want to sell were the only ones who were surveyed. The traffic study should be completed prior to any more discussion.

We have attended every meeting over the past 10 years while you have been attempting to get this pushed through. I hope that you will take the few minutes it takes to read this and think about more taxes and money. We all know that is is about money, not students.

Thank you for your time.

Matt and Susan Hopkins
1338 Shiloh Trail East, NW

Lea Addington

From: Lonnie Roberts <[redacted]>
Sent: Monday, June 15, 2020 12:13 PM
To: kennesawcouncil
Subject: Rezoning of 1465 Shiloh Road

Dear City Council,

I am in opposition to the rezoning of the property located at 1465 Shiloh Road due to the following reasons.
1. The traffic that would be routed through Pinetree would increase.
2. I do not believe the infrastructure is in place to handle the additional waste.
3. The storm water runoff cannot be adequately addressed. I do not wish to have a constant flowing stream through my yard.

Lonnie Roberts
1432 Shiloh Trail East NW
Kennesaw

GDCR ATTORNEYS AT LAW

Richard W. Calhoun
E-mail: rcalhoun@gdcrlaw.com

June 15, 2020

VIA E-MAIL
City of Kennesaw Mayor and Council
2529 J.O. Stephens Avenue
Kennesaw, Georgia 30144
Email: kennesawcouncil@kennesaw-ga.gov

RE: Z2020-01: City RM-12 rezoning, and concurrent variance, request submitted by Fountain Residential Partners for property located at 1465 Shiloh Road.

Dear Mayor and Council,

Our firm represents 75 Wade Green Business Center Association, Inc. regarding the above rezoning request submitted by Fountain Residential Partners. Our client, and many other neighboring property owners, are opposed to this rezoning request for the following reasons:

1. Our client incorporates those objections raised in its March 4, 2020 letter (attached as Exhibit "A"), March 16, 2020 letter (attached as Exhibit "B"), which was omitted from the Mayor and Council's Agenda Packet, and May 28, 2020 letter (attached as Exhibit "C") as if each were fully stated herein.

2. The June 15, 2020 "final public hearing" on the above rezoning application is premature and improper for the following reasons:

a. The Mayor's attached Executive Orders on March 25, 2020 and May 6, 2020 (Exhibits "D" and "E") stayed, or superseded, any "land use or zoning matter" until the official termination of the declared state of emergency;

b. Because the Mayor's Executive Order No. 02 was not "rescinded" until May 29, 2020 (attached as Exhibit "F"), the May 15 and May 22, 2020 notices required for this rezoning hearing are invalid;

c. Because the May 15 and May 22, 2020 public advertisements were invalid, there has been no 15 – 45 day published notice of said hearing as required by O.C.G.A. § 36-66-4(a); and

d. Therefore, any decision made related to this rezoning application, following these invalid public advertisements, is equally invalid. McClure v. Davidson, 258 Ga. 706 (1988); Hoechstetter v. Pickens Cnty., 341 Ga. App. 213 (2017).

3. Various members of the 75 Wade Green Business Center Association, Inc., residents of the Pine Tree Country Club, and numerous other Kennesaw residents have signed the Petition attached to Exhibit "C" opposing this rezoning application and the proposed PBSH Zoning Ordinance.

4. Council member Viars' status as listing agent for *Beaucoup Properties, LLC,* which is the property owner in this rezoning and an intended beneficiary of this rezoning application (and the proposed PBSH text amendments), raises a factual issue of whether her conduct has tainted this rezoning and the adoption of the proposed PBSH text amendments. Such conduct renders this rezoning and the proposed amendments subject to invalidation. Dunaway v. City of Marietta, 251 Ga. 727 (1983).

5. The proposed rezoning of the property at 1465 Shiloh Road is spot zoning; it specifically benefits Fountain Residential Partners and is to the detriment of surrounding single-family residential properties as well as the long-established 75 Wade Green Business Association, Inc. property.

6. The proposed rezoning will effect a taking and damaging of our clients' (and surrounding property owners') properties without compensation, and a denial of equal protection in violation of Article 1 § 1 ¶ 1 and 2, and Article 1 § 3, ¶ 1 of the Georgia Constitution, and corresponding provisions of the U.S. Constitution.

7. The City's zoning existing ordinance defines "family" as "one or more related persons by blood, legal adoption or marriage or ***not more than three (3) persons not related...***" Any student housing *unit* with more than three bedrooms is designed to exceed this limit. This project would constitute a direct violation of the City's zoning ordinance, and an intentional evasion of a community and ordinance standard applicable to *every other* residential zoning category, arguably a violation of equal protection rights as well.

8. U Club and West 22 are constant problems for Kennesaw's Police Department. Adding another student housing development will result in additional police calls and further drain Kennesaw's resources.

For example, between January 1, 2017 and March 27, 2020, Kennesaw's Police Department responded to 650 incidents at U Club and 699 incidents at 22 West. The incidents responded to included noise complaints, illegal parking, rape, vandalism, robbery, theft and illegal drugs, among many other types of incidents. See the summaries of police calls attached to the May 28, 2020 letter, attached as Exhibit "C". Sent as a separate, e-mailed attachment and referred to as Exhibit "G" is a composite recording of evening and late night music and other noises as experienced by neighboring homes to the West 22 development – the same character and frequency

of disturbance could be expected to emanate from the proposed development if this rezoning is approved.

If Kennesaw approves this rezoning application, then the surrounding businesses in the business center and the residents in Pine Tree County Club will suffer a significant detriment, damage or injury, and would, therefore, be deprived of the reasonable use and enjoyment of their property. This rezoning has no reasonable relationship to the public health, safety or welfare of Kennesaw's residents, and would deprive adjacent and adjoining owners of their due process and equal protection rights afforded to them under Georgia's (and the United States') Constitution.

9. Though there are inherent challenges of holding public meetings electronically (and often in-person), the City has failed to conduct its meetings related to this rezoning application (and the PBSH text amendment) fairly and orderly:

a. At the March 16, 2020 public meeting, the City truncated the opposition's ten minutes of presentation time. In fact, the opponents only had their names identified or their comments *paraphrased*, or with respect to our client's March 16, 2020 letter, never read, period. See March 16, 2020 Legal Minutes, p. 7. At no point were any opposition letters or e-mails which had been submitted to the Mayor and Council (or to kennesawcouncil@kennesaw-ga.gov) read aloud for the Council's consideration.

b. On the other hand, at the June 8, 2020 work session, the *applicant*'s June 8, 2020 letter to the City was read aloud, *verbatim*, and into the record; however, for tonight's hearing, our client's March 16, 2020 objections (and many others as referenced in Paragraph 9(a)) are not included in the Mayor and Council's Agenda Packet.

c. A failure to provide opponents with their statutorily prescribed ten (10) minutes time for presentation would violated O.C.G.A. 36-66-5(a) and Kennesaw's UDC, and would further deprive these adjacent and adjoining owners of their due process rights under Georgia's (and the United States') Constitution. See Yost v. Fulton Cnty., 256 Ga. 324 (1986).

For the foregoing reasons, we respectfully submit that the Mayor and Council should reject this rezoning request.

Sincerely,
GREGORY, DOYLE, CALHOUN & ROGERS, LLC

Richard W. Calhoun, Esq.
For the Firm

CC: Derek Easterling, Mayor
Tracey Viars, Council Post 2
Chris Henderson, Council Post 4
James "Doc" Eaton, Council Post 1
Pat Ferris, Council Post 3
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Association, Inc.

GDCR ATTORNEYS AT LAW

rcalhoun@gdcrlaw.com

March 4, 2020

City of Kennesaw Planning Commission Members and
Mayor and City Council
2529 J. O. Stephens Avenue
Kennesaw, GA 30144

Re: Rezoning and Variance Request Z 2020-01; 1465 Shiloh Road

Dear Planning Commission Members and Mayor and Council:

This firm represents 75 Wade Green Business Center Association, Inc. (the "Association") with reference to the above rezoning and variance applications.

Our client is opposed to these applications for the following reasons:

1.) There have been several successful prior rezonings of this same property (from R-20 to CRC, CRC to O&I, and O&I to R-30) which suggest this property is suitable for a multitude of other uses less intrusive to the surrounding area than what amounts to a college dormitory.

The Mayor and Council's *unanimous* 2017 decision to deny a similar application was correct.[1] There is little in the present application which distinguishes it from the last application. In addition, the buffer previously shown adjacent to the Association's property has been removed from the present plan.

2.) The proposed multifamily use *conflicts* with the City's future land use plan, which shows the subject property as being located in a Community Activity Center on the City's future land use map. Recommended zoning classifications under the CAC designation do not include multifamily housing projects, whether labeled "student housing" or not. (See Exhibit "B")

[1] An appeal of the Council's decision was without merit and was later dismissed by the property owner. (See Exhibit "A")

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

3.) The applicant's requested "density variance" is an attempt to do indirectly what cannot be done directly, i.e., to allow a higher density than permitted under the City's zoning ordinance.

§ 9.02.02 of the City's UDC *specifically limits* variances to dimensional standards of building height, lot width, driveway spacing, yard setbacks and parking space dimensions. Density variances are simply *not* among the enumerated types of variances that the City can grant. (See Exhibit "C")

4.) A desire for greater density and therefore greater profit is *not a hardship* which will support a variance under the City's zoning ordinance. Local zoning authorities are not required to grant variances to eliminate hardships which are not inherent in the property or to allow expansion or correct planning errors of the property owner. Matheson v. Dekalb County 257 Ga. 48 (1987)

5.) The applicant's plans include four and five-bedroom units, some of which presumably may be occupied by four unrelated students. To the extent any of the 68 proposed dwelling units are occupied by more than three unrelated persons, such occupancy would constitute a violation of the City's RM-12 zoning district regulations. (See Exhibit "D")

6.) The proposed housing project is starkly out of character for this area, and will devalue surrounding properties with no corresponding benefit to anyone but the developer of this project.

The grant of the proposed rezoning and/or variances would amount to a manifest abuse of the City's zoning authority to the detriment of our client and other property owners in the 75 Wade Green Office Park, and would effect an uncompensated taking and damaging of their property without due process of law, as well as a denial of equal protection in violation of Ga. Const. Article 1, § 1, Paragraphs 1 and 2 and Article 1 § 3, Paragraph 1, and corresponding provisions of the U.S. Constitution.

For the foregoing reasons we respectfully submit that the requested rezoning and variance applications should be denied.

Sincerely yours,
GDCR ATTORNEYS AT LAW

Richard W. Calhoun
For the Firm

RWC/sws

cc: Derek Easterling, Mayor
James "Doc" Eaton, Council Post 1
Tracey Viars, Council Post 2
Pat Ferris, Council Post 3
Chris Henderson, Council Post 4
David Blinkhorn, Council Post 5
Doug Rhodes, Planning Commission Chairman
Cindi Michael, Planning Commission Vice-Chair
Dan Harrison, Planning Commission
Don Bergwell, Planning Commission
Phillip Jackson, Planning Commission
SaVaughn Irons, Planning Commission
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Center Association, Inc.

ID# 2018-0029176-CV
EFILED IN OFFICE
CLERK OF SUPERIOR COURT
COBB COUNTY, GEORGIA
17108684
FEB 28, 2018 03:51 PM
Rebecca Keaton, Clerk of Superior Court
Cobb County, Georgia

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

BEAUCOUP PROPERTIES, LLC, Petitioner/Plaintiff,	)	
v.	)	
CITY OF KENNESAW, GEORGIA, Defendant,	)	CIVIL ACTION
	)	FILE NO. 17-1-8684-40
and	)	
MAYOR OF KENNESAW and KENNESAW CITY COUNCIL, Respondents	)	

VOLUNTARY DISMISSAL WITHOUT PREJUDICE

COMES NOW Petitioner/Plaintiff Beaucoup Properties, LLC, by and through its attorney of record, and dismisses all claims in the above-referenced suit, without prejudice. The Clerk is directed to close the file.

This 28th day of February, 2018.

JENKINS & BOWEN, P.C.

/s/ Sarah MacKimm
Brandon L. Bowen
Georgia Bar No. 071107
Sarah MacKimm
Georgia Bar No.: 299849
Attorneys for Beaucoup Properties, LLC

15 South Public Square
Cartersville, Georgia 30120
(770) 387-1373 – Tel
(770) 387-2396 – Fax
bbowen@ga-lawyers.pro
smackimm@ga-lawyers.pro

EXHIBIT
A

Our Future Land Use

As a built-out city, any new growth within the City of Kennesaw will be redevelopment. Currently within the city, 86% of the city's parcels are residential which is a challenge for any new development. The Future Land Use Map is a general guide for character of development within the city. A description of each category is provided below. Sample photos on the following pages, show options of what may be appropriate in each category. New development should be monitored for its impact on water quality within the city and region.

Activity Centers
Activity Centers are areas of commercial, office, and residential land uses. These are located along major transportation corridors. New development should reflect the character of the existing development within these areas.

Activity Center Types
Regional Activity Center
These are areas of large developments and serve as regional destinations for employment and retail.
Downtown Activity Center
This area is the traditional downtown of Kennesaw. For this area the City of Kennesaw completed an LCI study and that should be used as the guiding plan.
Community Activity Center
These areas provided services to the community but are not as intense as the Regional Activity Center.
Neighborhood Activity Center:
These areas provide services to small areas within the community.

Transportation Communication and Utilities
Areas of Utilities and transportation

Public/Institutional
This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. Examples of institutional land uses include colleges, churches, cemeteries, hospitals.

Industrial
These are areas intended for manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities.

Lake
Bodies of Water

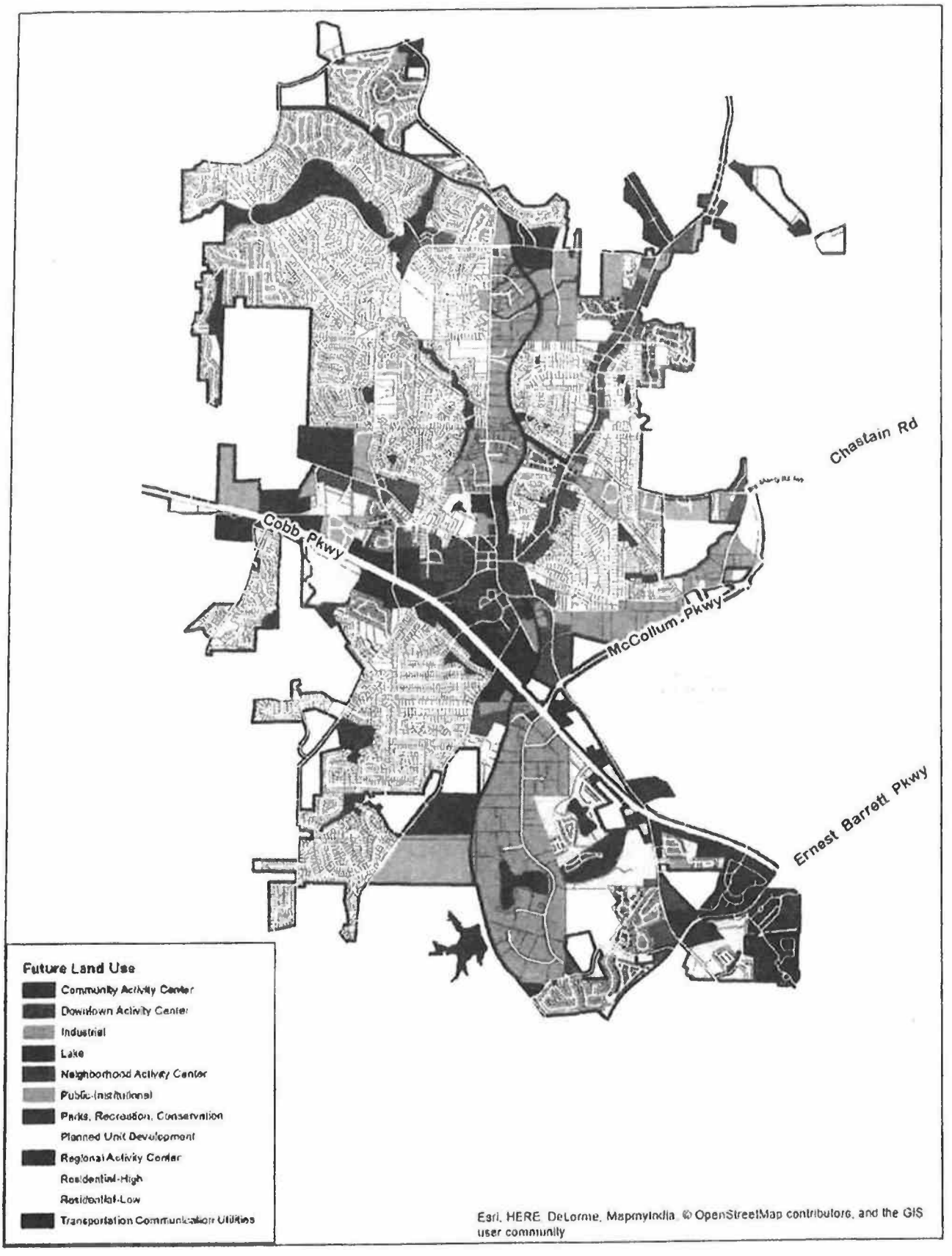
Park/Recreation/Conservation
This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.

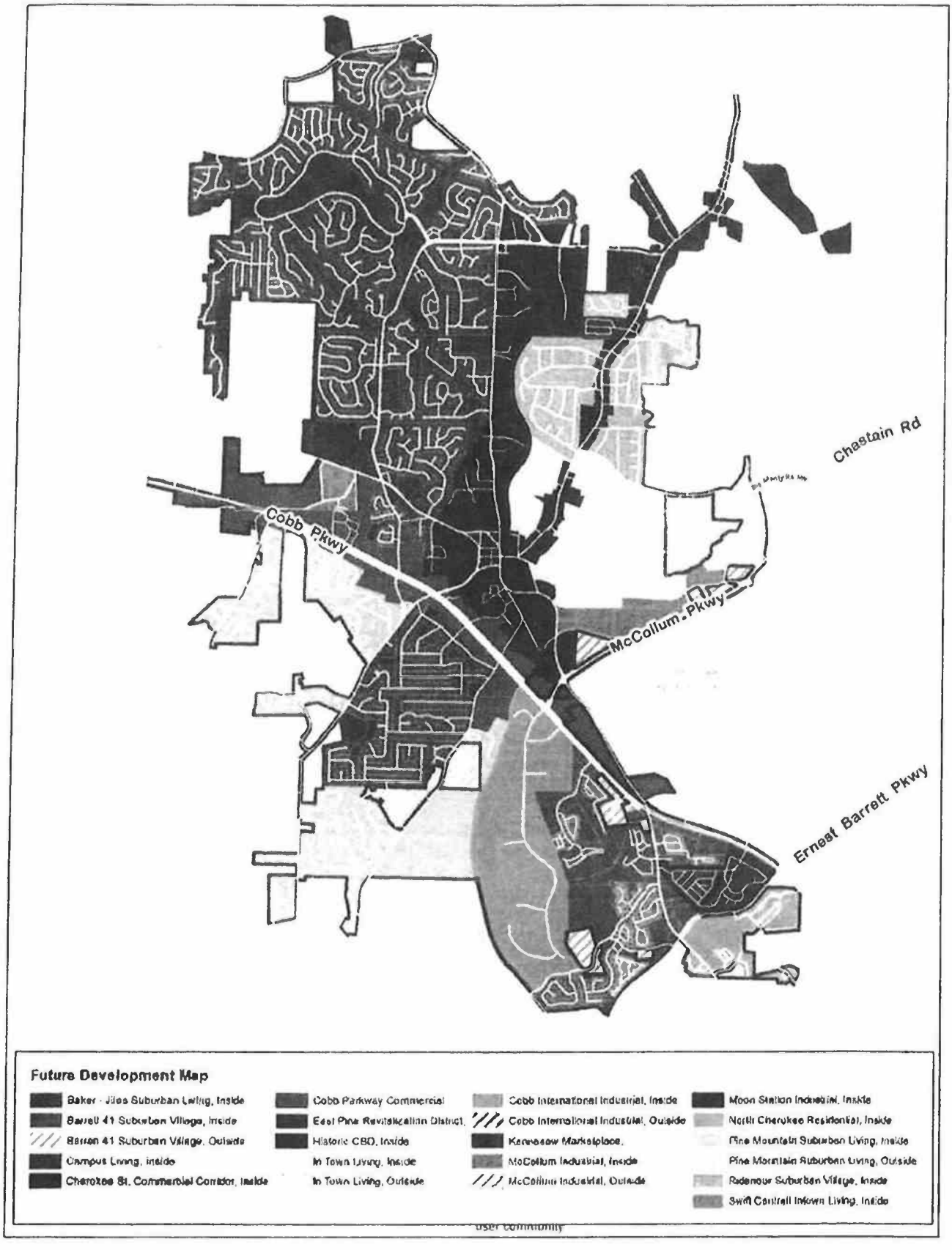
Planned Unit Development
Areas planned under a separate master plan

Residential High
Residential Medium
Residential Low
These are areas of residential land uses with the city. This may be single family or multi-family but new development should reflect the character of the surrounding development. The recommended densities are:

- Low/Medium 1-4 units per acre
- High 4-16 units per acre

EXHIBIT
B


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Land Use
Community Activity Center
Downtown Activity Center
Industrial
Lake
Neighborhood Activity Center
Public-Institutional
Parks, Recreation, Conservation
Planned Unit Development
Regional Activity Center
Residential-High
Residential-Low
Transportation Communication Utilities
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



user community

Cherokee Street Commercial Corridor

The Cherokee Street Commercial Corridor is an approximately 1 mile section of Wade Green Road and Cherokee Street extending from the Wade Green and I-75 Interchange south to Ben King Road. This corridor is comprised of neighborhood compatible retail and office developments intermixed with residential and institutional land uses. South of the McCollum Parkway intersection, many of the office and retail uses occur in older homes that have been rezoned to allow commercial use. North of McCollum Parkway to the I-75 interchange are several strip malls and free standing office developments. Sidewalks are frequently used by residents, but are possibly undersized as Cherokee Street and its right-of-way narrows approaching Ben King Road. Parking is often limited to the front or driveway side of the structure. Signage is generally more attractive and visible in the more recent strip developments north of McCollum Parkway.

Future Land Use Categories

- CAC Community Activity Center
- NAC Neighborhood Activity Center
- PI Public Service/Institutional

Cherokee Street Commercial Corridor

Cobb Parkway Industrial

Cobb International Industrial

The Cobb International Industrial area is located across from the McCollum Parkway and Cobb Parkway intersection. In general, this area is characterized by large manufacturing and distribution warehouses, as well as smaller, retail and office warehouse operations.

The overall area is strategically located near McCollum Airport and the CSX rail line. It also has direct access to Cobb parkway and I-75 via McCollum Parkway. Structures are generally metal buildings with brick or stone facades on the front. Many structures have stone or brick facades on at least two or more sides. Pedestrian access is limited due to the heavy traffic volume of the area. No sidewalk access is provided along this segment of Cobb Parkway or in the industrial park.

Future Land Use Categories

- CAC Community Activity Center
- I Industrial

9.02.01 - Generally

A. The Mayor and City Council may authorize upon appeal in specific cases such variance from the terms of this UDC as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in unnecessary hardship.

B. A variance shall be authorized only so that the spirit of this UDC shall be observed, public safety and welfare secured, and substantial justice done.

C. A variance shall not be granted to allow a use of land that is otherwise prohibited in the zoning district applicable to the property.

D. The existence of a nonconforming use on adjacent land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance.

E. The Mayor and City Council shall be responsible for consideration and a decision regarding requests for variances, pursuant to the notice and hearing requirements set forth in Chapter 10.

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

9.02.02 - Types of Variances

A request for a variance shall be limited to vary the following : 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or 5) dimensional standards for parking or loading spaces.

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

9.02.03 - Requirements for Variances

Variances may be granted using the following criteria:

A. There is extraordinary and exceptional conditions pertaining to the property because of its size, shape or topography;

B. The application of the UDC standards to property creates practical difficulty or unnecessary hardship;

C. The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede the purposes and intent of the UDC .

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

EXHIBIT
tabbies
C

2.01.03 - Residential Zoning Districts

The following residential zoning districts are established:

A. *R-30, Single-Family residential district (30,000 square feet).* The R-30 single-family residential district is established to provide locations for single-family detached dwellings or residentially compatible institutional and recreational uses at low to moderate densities, with access both to public water and sewerage.

B. *R-20 Single-Family residential district (20,000 square feet).* The R-20 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

C. *R-15, Single-Family residential district (15,000 square feet).* The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

D. *R-12, Single-Family residential district (12,000 square feet).* The R-12 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

E. *R-10, Single-Family residential district (10,000 square feet).* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities, with access to both public water and sewerage within designated medium density areas on the comprehensive land use plan and future land use map.

F. *PUD-R, Planned Unit Development-residential district.* The PUD-R planned unit development-residential district is established to encourage and provide flexible site plan and building arrangements under a unified plan of development rather than by lot-by-lot regulation. The PUD-R district is not intended to encourage greater density of development, but rather to encourage ingenuity and resourcefulness in land planning to assure the provision of park and recreation land and facilities for the use of the occupants of the development in order to obtain a more desirable environment. The density should be consistent with the surrounding development.

G. *RA-4, Residential District (Four [4] units per acre).* The RA-4 residential district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to bath public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time. The dwelling units are to be designed for placement on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a common party wall.

H. *RM-8, Multiple-Family district (Eight [8] units per acre).* The RM-8 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewer.

I. *RM-12, Multiple-Family district (Twelve [12] units per acre).* The RM-12 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

EXHIBIT

D

Extreme Flood Protection: Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Façade: That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

False Front: A front wall which extends beyond the sidewalls of a building to create a more imposing façade.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Fanlight: A window, often semi-circular, over a door, with radiating muntins suggestive of a fan.

Farm Winery: A domestic manufacturer of wine in quantities of less than 100,000 gallons of wine per year, that is licensed by the state pursuant to O.C.G.A. 3-6-21.1, or as may be amended from time to time. Provided a license is issued as required by this chapter, a farm winery is authorized to sell wine by the package, by the drink and operate a wine tasting facility on the premises of the farm winery without additional license requirements, except as is required in the city zoning ordinance.

Fast food restaurant: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars, on the premises, or off the premises.

Fee Simple: The owner is entitled to the entire property with unconditional power of disposition during his life and which descends to his heirs and legal representatives upon his death intestate.

Fenestration: The arrangement and design of windows in a building.

Fill (as pertaining to earthwork): A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Final Plat: A finished drawing or drawings of the subdivision showing completely and accurately all legal and engineering information and certification necessary for recording. The finished drawing or drawings may consist of one or more drawings of the subdivision which together form the final plat, all of which must comply with the requirements of this chapter.

Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Flag: A piece of fabric or other flexible material solely containing distinctive colors, patterns, standards, words or emblems used as the symbol of an organization or entity.

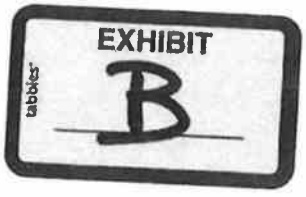
Flashing (as pertains to lighting): Illumination which is not kept constant in intensity at all times when in use and which exhibits sudden or marked changes in lighting effects. The term "flashing" excludes illuminated signs which indicate only time and/or temperature, provided that such time/temperature signs do not change or alternate messages more than 12 times a minute.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Flood or *Flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

GDCR ATTORNEYS AT LAW



rcalhoun@gdcrlaw.com

March 16, 2020

City of Kennesaw
Mayor and City Council
2529 J. O. Stephens Avenue
Kennesaw, GA 30144

Re: Rezoning and Variance Request Z 2020-01 and ZV 2020-01; 1465 Shiloh Road

Dear Mayor and Council:

As you know, this firm represents 75 Wade Green Business Center Association, Inc. (the "Association") with reference to the above applications. We believe it is in everyone's interest that you consider the following prior to making any decisions in this matter:

1. The present applications are a textbook example of *spot zoning*.

- Spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners" East Lands v Floyd County 244 Ga. 761 (1979).[1]

- Rezoning the subject property to multifamily would create a "spot zone" bordered on two sides by single family residential property, and on the other by quiet, established office park.

- There is no support in the city's comprehensive plan for multi family zoning in a Community Activity Center, or in the Cherokee St. Commercial Corridor where this property is located. (see excerpts attached).

- If any speaker suggests to you that the City's comprehensive plan recommends such a use for this location, ask them to find and read that portion of the comprehensive plan to you.

[1] This and other legal authority on the importance of adhering to the land use plan, are excerpted from Mr. Dillard's book on land use and zoning and attached.

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

2. **What has changed since June, when the city's staff wrote that the *best* zoning options for this property were O&I, PUD, and PUD-R?**

   - See the attached 6-14-19 email to Council Member Viars recommending the O& I and PUD zoning classifications.

   - See also July 22, 2019 emails from Council Member Viars acknowledging the appropriateness of the O&I classification and the requirement that any rezoning be "in accordance with Kennesaw's land use map".

   - These emails speak for themselves.[2] Notably absent is any mention of multi family housing, student housing, or anything of that nature.

3. **"Density variances" are *not* allowed under the City's unified development code.**

   - UDC §9.02.02 - Types of Variances, states:
     A request for a variance *shall be limited to vary the followi*ng: 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or dimensional standards for parking or loading spaces.

   - The applicant claims UDC § 4.01.01, which refers to "proper variances" in connection with building construction, not zoning variances, allows "density variances ".
     This is incorrect. UDC §9.02.02, which does <u>not</u> include density as a permitted type of variance, was adopted *after*, §4.01.01, and is therefore controlling[3].
     Because density is not listed in in UDC §9.02.02 as a type of variance which can be granted, it is unlawful to grant a variance on density.

   - Even if a "density variance" were legal, there is nothing in the present variance application which supports, much less requires, a variance.
     The subject property is 4.4 acres of evenly rectangular land with gentle topography and no floodplain. It has been used residentially as well as for a heavy construction business. There is no peculiarity of size, shape or topography which even exists on this property, much less one which would be in any way alleviated by a so called "density variance".

---

[2] Ms. Viars' involvement as a representative of the property owner in this matter may have created a conflict of interest. Rezonings that are tainted by conflicts of interest are subject to being set aside and invalidated. <u>Dunaway v. City of Marietta</u>, 251 Ga. 727 (1983)

[3] More importantly, however, as seen in the attached strike though copy of Ordinance 2018-23, the words "dimensional standards" were intentionally deleted, meaning that the intent of the amendment was to cover *all types* of variances, not just "dimensional standards".

- There is no hardship here. The only result of a "density variance "would be to increase developer profit— without regard to the detrimental effects of such a variance on surrounding properties.

4. 45 out of 68 proposed multi family units will violate the City's zoning ordinance.

- A multi family dwelling is "a building designed for or occupied exclusively by three or more *families* with separate housekeeping facilities for each *family*" UDC §1.09.00.

- 3 unrelated persons living together qualifies as a "family", but 4 or 5 (or more) unrelated persons living together are not a "family" UDC§1.09.00. [4]

- The applicant's contention that the UDC definition of "family" does not apply to a *multi family* development is simply wrong. (Apparently, the applicant thinks it would be perfectly acceptable under the city's zoning ordinance for 4, or 5 (or more) unrelated persons to occupy every unit of every apartment in the City.)

5. Previous student housing developments approved in other locations do not warrant disregarding the City's ordinances in this location.

The circumstances of other student housing developments have no bearing on the present application.

- The present proposal conflicts with the City's comprehensive plan. There is nothing in this plan that suggests high density student housing is recommended or even permitted in a Community Activity Center.

- The density variance requested is not permitted under the City's UDC. The plain language of UDC simply does not include the density as something which can be "varied".

- The vast majority of apartment units proposed for this development would exceed the maximum number of unrelated persons per unit in the City's code, (exposing the City to the risk of legal action by others cited for exceeding this limit in single family, multi family, or other districts).

---

[4] See attached UDC definitions

The City cannot ignore the provisions of its duly enacted land use plans and zoning ordinances which prohibit this type of use, particularly in this location.

There is nothing to recommend this development in this location other than private benefit to the developer. No benefit to the public at large, and certainly not to the surrounding property owners, will result from such a development.

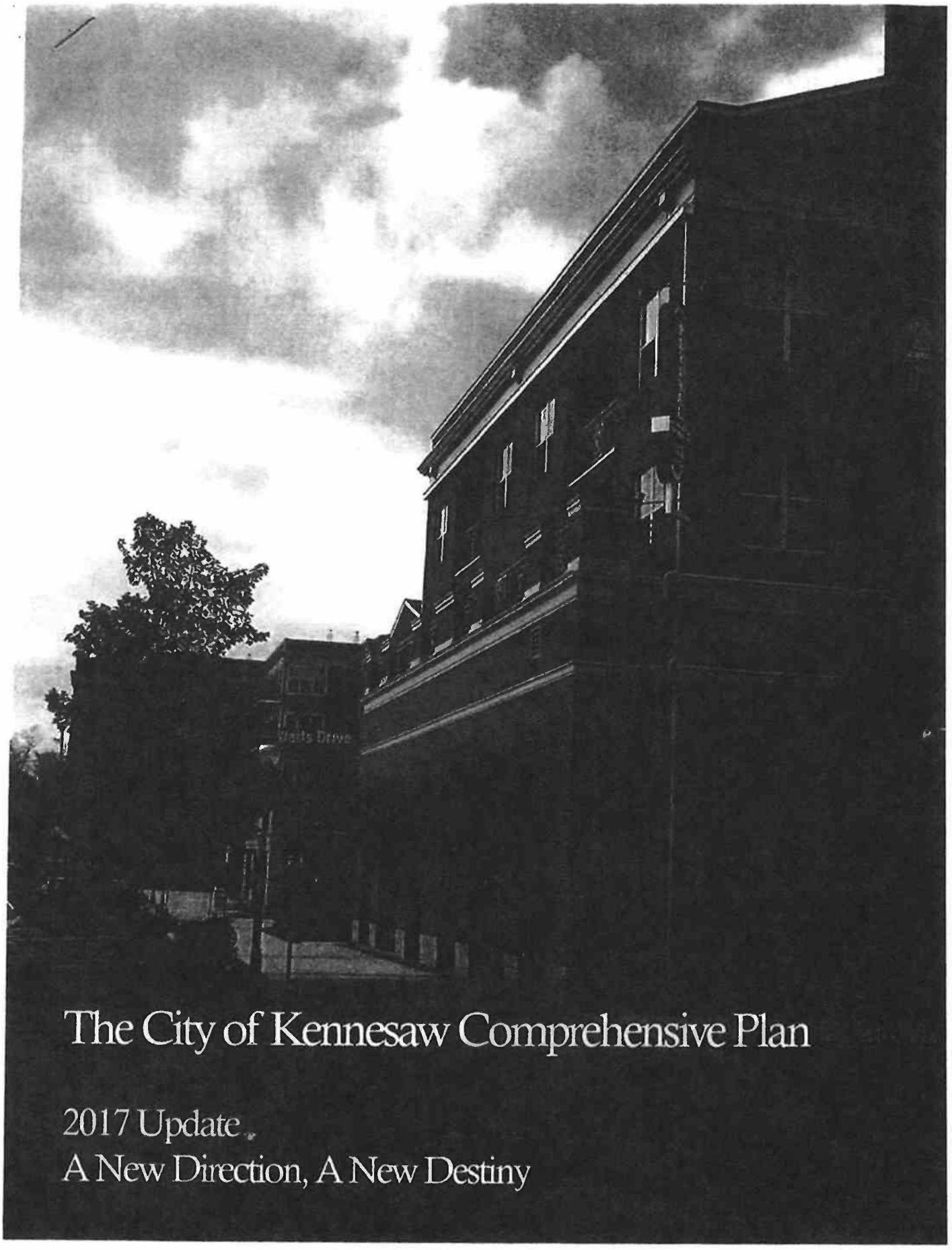
It is the wrong use for the area in which it is proposed to be located, and we respectfully urge the Mayor and Council to again reject this applicant's proposal.

Sincerely yours,
GDCR ATTORNEYS AT LAW

Richard W. Calhoun
For the Firm

RWC/sws

cc: Derek Easterling, Mayor
James "Doc" Eaton, Council Post 1
Tracey Viars, Council Post 2
Pat Ferris, Council Post 3
Chris Henderson, Council Post 4
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Center Association, Inc.



The City of Kennesaw Comprehensive Plan

2017 Update

A New Direction, A New Destiny

Our Future Land Use

As a built-out city, any new growth within the City of Kennesaw will be redevelopment. Currently within the city, 86% of the city's parcels are residential which is a challenge for any new development. The Future Land Use Map is a general guide for character of development within the city. A description of each category is provided below. Sample photos on the following pages, show options of what may be appropriate in each category. New development should be monitored for its impact on water quality within the city and region.

Activity Centers
Activity Centers are areas of commercial, office, and residential land uses. These are located along major transportation corridors. New development should reflect the character of the existing development within these areas.

Activity Center Types
Regional Activity Center
These are areas of large developments and serve as regional destinations for employment and retail.
Downtown Activity Center
This area is the traditional downtown of Kennesaw. For this area the City of Kennesaw completed an LCI study and that should be used as the guiding plan.
Community Activity Center
These areas provided services to the community but are not as intense as the Regional Activity Center
Neighborhood Activity Center.
These areas provide services to small areas within the community.

Transportation Communication and Utilities
Areas of Utilities and transportation

Public/Institutional
This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. Examples of institutional land uses include colleges, churches, cemeteries, hospitals.

Industrial
These are areas intended for manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities.

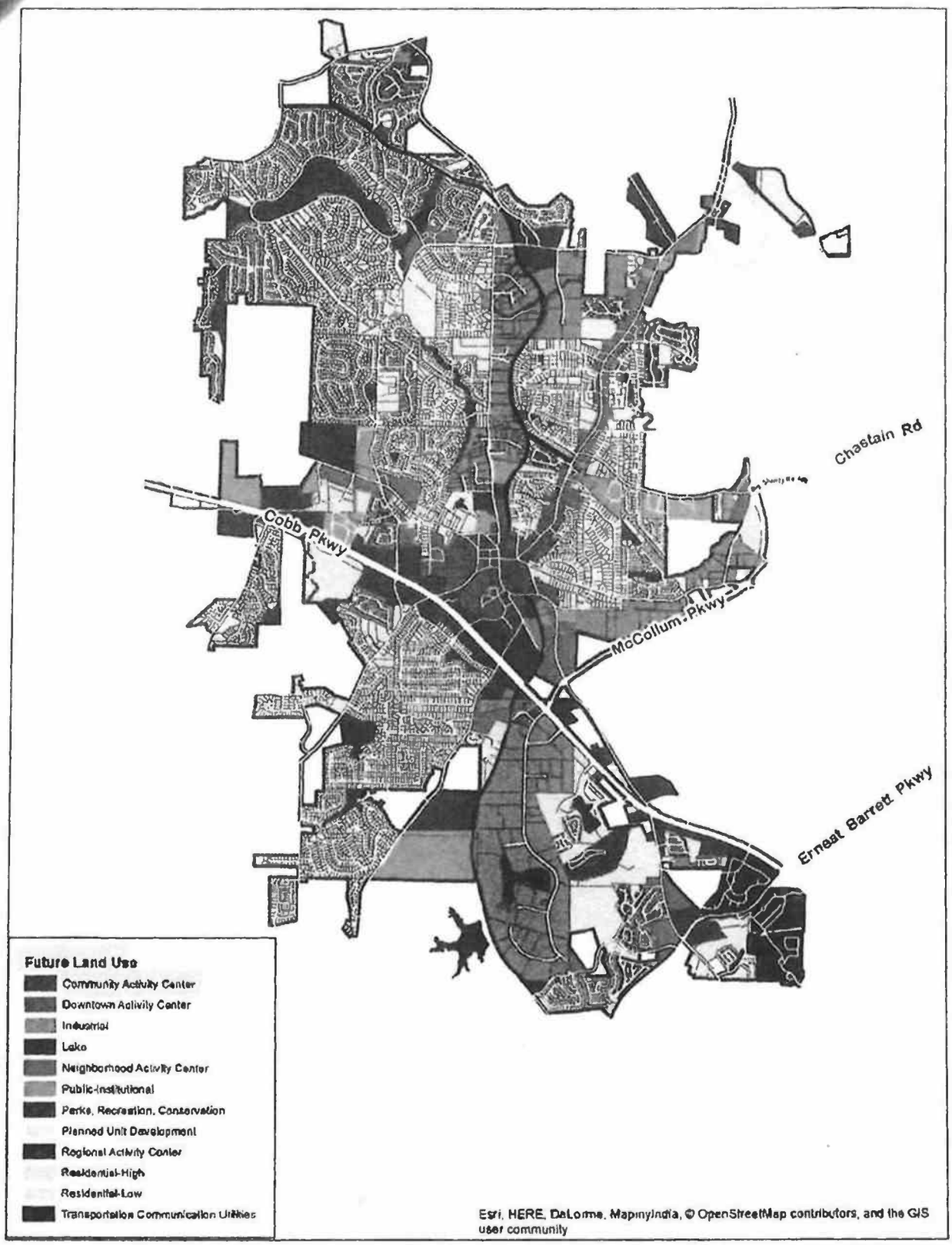
Lake
Bodies of Water

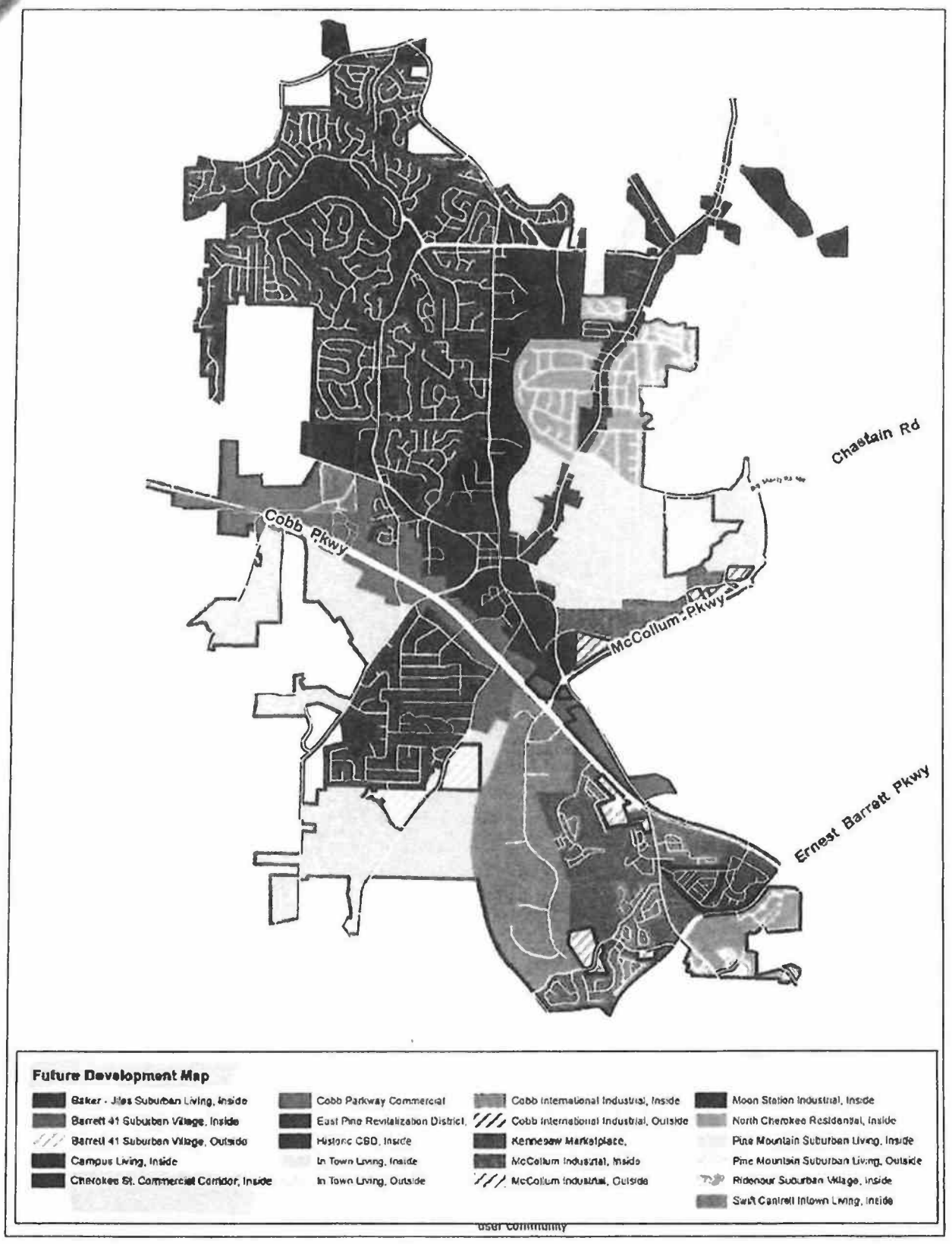
Park/Recreation/Conservation
This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.

Planned Unit Development
Areas planned under a separate master plan

Residential High
Residential Medium
Residential Low
These are areas of residential land uses with the city. This may be single family or multi-family but new development should reflect the character of the surrounding development. The recommended densities are:

- Low/Medium 1-4 units per acre
- High 4-16 units per acre


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Land Use
Community Activity Center
Downtown Activity Center
Industrial
Lake
Neighborhood Activity Center
Public-Institutional
Parks, Recreation, Conservation
Planned Unit Development
Regional Activity Center
Residential-High
Residential-Low
Transportation Communication Utilities
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Development Map
Baker - Giles Suburban Living, Inside
Barrett 41 Suburban Village, Inside
Barrett 41 Suburban Village, Outside
Campus Living, Inside
Cherokee St. Commercial Corridor, Inside
Cobb Parkway Commercial
East Pine Revitalization District
Historic CBD, Inside
In Town Living, Inside
In Town Living, Outside
Cobb International Industrial, Inside
Cobb International Industrial, Outside
Kennesaw Marketplace,
McCollum Industrial, Inside
McCollum Industrial, Outside
Moon Station Industrial, Inside
North Cherokee Residential, Inside
Pine Mountain Suburban Living, Inside
Pine Mountain Suburban Living, Outside
Ridenour Suburban Village, Inside
Swift Cantrell Intown Living, Inside

Cherokee Street Commercial Corridor

The Cherokee Street Commercial Corridor is an approximately 1 mile section of Wade Green Road and Cherokee Street extending from the Wade Green and I-75 Interchange south to Ben King Road. This corridor is comprised of neighborhood compatible retail and office developments intermixed with residential and institutional land uses. South of the McCollum Parkway intersection, many of the office and retail uses occur in older homes that have been rezoned to allow commercial use. North of McCollum Parkway to the I-75 interchange are several strip malls and free standing office developments. Sidewalks are frequently used by residents, but are possibly undersized as Cherokee Street and its right-of-way narrows approaching Ben King Road. Parking is often limited to the front or driveway side of the structure. Signage is generally more attractive and visible in the more recent strip developments north of McCollum Parkway.

Future Land Use Categories

- CAC Community Activity Center
- NAC Neighborhood Activity Center
- PI Public Service/Institutional

Cherokee Street Commercial Corridor

Cobb Parkway Industrial

Cobb International Industrial

The Cobb International Industrial area is located across from the McCollum Parkway and Cobb Parkway intersection. In general, this area is characterized by large manufacturing and distribution warehouses, as well as smaller, retail and office warehouse operations.

The overall area is strategically located near McCollum Airport and the CSX rail line. It also has direct access to Cobb parkway and I-75 via McCollum Parkway. Structures are generally metal buildings with brick or stone facades on the front. Many structures have stone or brick facades on at least two or more sides. Pedestrian access is limited due to the heavy traffic volume of the area. No sidewalk access is provided along this segment of Cobb Parkway or in the industrial park.

Future Land Use Categories

- CAC Community Activity Center
- I Industrial

battles in which the legislative decision makers are often in a no win position. Approving a rezoning can cost an elected official his or her job and can open the local government to challenges from neighbors, create incompatible land uses, and conflict with the zoning plan for an area. Denying the rezoning may subject the local government to taking claims and other constitutional challenges.

In Georgia, each unit of local government that has adopted a zoning ordinance has its own rules and regulations governing rezoning procedures. Since rezonings are considered "zoning decisions" under the Zoning Procedures Law,[3242] local rezoning procedures must comply with the minimum procedural standards set forth in the state statute.

§ 12.2 Comprehensive Rezoning versus "Piecemeal" Rezoning

A distinction can be drawn between comprehensive rezoning and piecemeal rezoning. Comprehensive rezoning involves the rezoning of several or all of the properties in one area and is generally initiated by a local government. For instance, a local government may choose to rezone multiple properties from single-family residential to multi-family residential if it is in the best interest of the public health, safety and welfare. Typically, this type of comprehensive rezoning undertaken by a local government is afforded a great deal of deference by courts.[3243] Rezoning procedures for comprehensive rezonings initiated by a local government generally differ from the procedures for piecemeal rezonings initiated by an individual property owner.[3244] Both procedures are governed by local ordinance.

"Piecemeal" rezoning encompasses all other rezonings not characterized as comprehensive rezonings.[3245] Generally, piecemeal rezoning involves a property owner applying to rezone an individual parcel of property. Piecemeal rezoning is done on a parcel by parcel basis and in most jurisdictions in Georgia reflects the bulk of the rezonings. The mere fact that the rezoning is sought on a case by case basis is not in and of itself a basis to challenge the rezoning request.

§ 12.3 "Spot Zoning"

"Spot zoning" has been defined as "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners."[3246]

3242 O.C.G.A. § 36-66-1 *et seq.*

3243 3 Arden H. Rathkopf & Daren A. Rathkopf, Rathkopf's The Law of Zoning and Planning § 38:14 (2005).

3244 *See e.g.* O.C.G.A. § 36-66-4(b); Chapter V, § 5.3 (ZPL requires different notice procedures depending on whether an individual applies to change the zoning on property or whether the local government, on its own motion, seeks to change the zoning).

3245 3 Arden H. Rathkopf & Daren A. Rathkopf, Rathkopf's The Law of Zoning and Planning § 38:15 (2005).

3246 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764(3), 262 S.E.2d 51 (1979) *quoting Jones v. Zoning Bd. of Adjustment*, 32 N.J.Super. 397, 108 A.2d 498, 502 (1954).

Courts are skeptical of "spot zoning" because of the underlying personal interests and favors that may be involved with rezoning one parcel of property. However, "if a change of zone is reasonable and is in accordance with the comprehensive plan of the zoning ordinance and can be justified as contributing to the public health, safety and general welfare, it will not be held invalid as 'spot zoning,' even though the reclassification affects only a single piece of property or may incidentally discriminate in favor of the owner thereof."[3247] In Georgia, "spot zoning" is heavily scrutinized by courts reviewing decisions of local governing bodies. For example, in *East Lands v. Floyd County*,[3248] a property owner sought to rezone a 15-acre tract of land from low density residential to a multi-family residential classification that would allow an apartment complex.[3249] The planning commission recommended denial of the rezoning but the Board of Commissioners approved the rezoning of the 15-acre parcel.[3250] The Georgia Supreme Court invalidated the Commissioner's decision to rezone the 15-acre parcel as arbitrary and capricious "spot zoning."[3251]

The Court found that the rezoning had no relation to the County's comprehensive plan and was incompatible with surrounding low-density zoning classifications.[3252] The Court stated that it is "uniformly recognized in other jurisdictions that the touchstone for determining whether the zoning of a given piece of property in a manner different than the property surrounding it constitutes illegal spot zoning, is whether such zoning is arbitrary or whether it is done in accordance with a comprehensive plan."[3253] In *East Lands*, the Court seemed particularly concerned about the potential for abuse if local governments were permitted to "spot zone" based on the interests of the individuals involved in a case rather than on the public interest.[3254] This neglect of the public welfare would violate the bounds of the police power and make the exercise of zoning arbitrary and capricious in many instances.[3255] The *East Lands* case overruled several prior Georgia cases which had permitted local governments to "spot zone."[3256]

3247 *Cross v. Hall County*, 238 Ga. 709, 235 S.E.2d 379 (1977) (Hall, J., concurring) *quoting* 1 Rathkopf's The Law of Zoning and Planning 26-14 (1974).

3248 244 Ga. 761, 262 S.E.2d 51 (1979).

3249 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 761-762, 262 S.E.2d 51 (1979).

3250 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 762, 262 S.E.2d 51 (1979).

3251 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 762-763, 262 S.E.2d 51 (1979).

3252 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3253 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3254 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3255 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3256 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

Davis Feder

From: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Sent: Friday, June 14, 2019 3:47 PM
To: tracey@creativeresultsinc.com
Subject: RE: 1465 Shiloh Road

OI – office institutional which can accommodate the following uses:

- Office condos
- Professional offices
- Health care related businesses
- Childcare (not schools)
- Personal care homes
- Nursing homes
- Memory care facility
- Banks
- Clinics
- Medical and Dental Laboratories
- Religious assembly
- Sports medical physical therapy

PUD- Planned Unit Development- residential- with a SLO overlay (senior living overlay):

- Ranch style homes for 55+ adults
- Three story senior condo (if market can support it)
- Age in place senior campus from dependent to independent homes and services on the same property

PUD-R single family residential- regular homes with modest density range from 2-6 dwelling units per acre(portion of homes can be below market- workforce housing)

From: tracey@creativeresultsinc.com <tracey@creativeresultsinc.com>
Sent: Friday, June 14, 2019 2:28 PM
To: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Subject: 1465 Shiloh Road

Hey Daryl -

As i told you, I got the listing on the property at 1465 Shiloh Road (Butch Nasar's property that was turned down for student housing a couple of years ago). Can you send me a list of the best zoning options for that property? I know he's got it listed as residential now but I need to put together a marketing package for it.

Tracey Viars
Commercial Real Estate Advisor
Singleton Commercial Real Estate
Specializing in Suburban Downtown Development
Owner / Creative Results, Inc.
WRITING.THAT.SPEAKS
Kennesaw City Council / Post 2

Davis Feder

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 12:21 PM
To: Darryl Simmons
Subject: RE: 1465 Shiloh Road

Thank you – I'll make that more clear....

T

From: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Sent: Monday, July 22, 2019 12:19 PM
To: Tracey Viars <tracey@kennesawbroker.com>; Robert Fox <rfox@kennesaw-ga.gov>
Subject: RE: 1465 Shiloh Road

Its zoned residential right now so you might want to emphasize the potential uses and zoning to be pursued according to our future land use map.. The way I read the brochure implies it already has the OI zoning already. It could be the way I read it.

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 12:15 PM
To: Robert Fox <rfox@kennesaw-ga.gov>; Darryl Simmons <dsimmons@kennesaw-ga.gov>
Subject: 1465 Shiloh Road

It's listed & official. Seller motivated. Let me know if you run across anyone who fits!

Tracey Viars
Real Estate Advisor
Singleton Real Estate, LLC
678-467-1326
2765 S Main St #200,
Kennesaw GA 30144
Tracey@KennesawBroker.com
www.KennesawBroker.com

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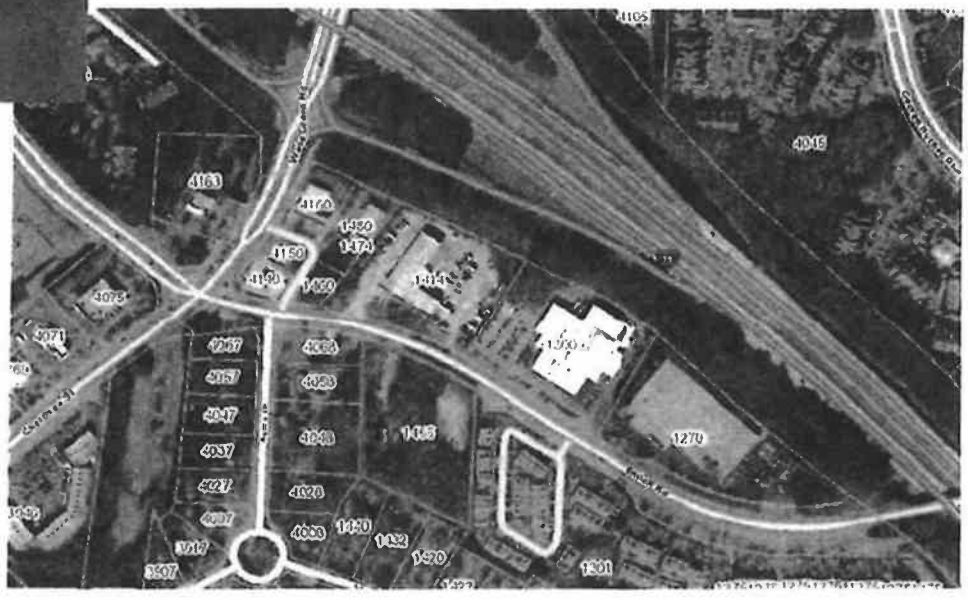
FOR SALE:

LAND FOR SALE
1465 Shiloh Road, Kennesaw, GA 30144



4.41 +/- Acres / Commercial
$1,699,000

Property Highlights

- Approximately 421' of Frontage on Shiloh Road
- Close to I-75
- Easy access to both Wade Green Road & Chastain Road Exit/Entry Ramps to I-75
- Close to Kennesaw State University
- Minutes from Downtown Kennesaw
- Shopping, Restaurants, Entertainment, Churches & Fire Station Nearby
- In the path between KSU Campus & $268MM East Park Mixed Use Development
- Inside Kennesaw City Limits
- Many allowable uses under O/I, PUD-Residential with Senior Living Overlay & PUD-R Single Family Residential

For more information on this opportunity, contact:

Tracey Viars
Real Estate Advisor
678-467-1326
Tracey@KennesawBroker.com

SINGLETON REAL ESTATE
Singleton Real Estate, LLC
420 Chambers Street
Woodstock, GA 30188
404-419-7700
www.SingletonRealEstate.com

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SINGLETON
REAL ESTATE

770.924.8421 | singletonrealestate.com

LAND FOR SALE
1465 Shiloh Road
Kennesaw, GA 30144

ZONING: O/I

O/I Allowable Uses:
Office Condos
Professional Offices
Health Care Related Businesses
Childcare (not schools)
Personal Care Homes
Nursing Homes
Memory Care Facilities
Banks
Clinics
Medical/Dental Laboratories
Religious Assembly
Sports Medicine Physical Therapy

PUD – Planned Unit Development – Residential with a SLO (Senior Living Overlay)
Allowable Uses:
Ranch Style Homes for 55+
Three Story Senior Condo
Age in Place Senior Campus from dependent to independent homes & services on the same property

PUD-R – Single Family Residential
Allowable Uses:
Homes with Modest Density Range from 2 – 6 Dwelling units per acre (portion of homes came be below Market – workforce housing)

Davis Feder

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 2:37 PM
To: Darryl Simmons
Subject: Better?
Attachments: 1465 Shiloh presentation package.pdf; 1465 Shiloh Road - Kennesaw - Land Available.pdf

Is this more accurate? Thanks for your feedback.

Tracey Viars
Real Estate Advisor
Singleton Real Estate, LLC
678-467-1326
2765 S Main St #200,
Kennesaw GA 30144
Tracey@KennesawBroker.com
www.KennesawBroker.com

SALE:

1465 Shiloh Road, Kennesaw, GA 30144

4.41 +/- Acres
$1,699,000

Property Highlights

- Approximately 421' of Frontage on Shiloh Road
- Close to I-75
- Easy access to both Wade Green Road & Chastain Road Exit/Entry Ramps to I-75
- Close to Kennesaw State University
- Minutes from Downtown Kennesaw
- Shopping, Restaurants, Entertainment, Churches & Fire Station Nearby
- In the path between KSU Campus & $268MM East Park Mixed Use Development
- Inside Kennesaw City Limits
- Rezoning in accordance with Kennesaw's Future Land Use Map would allow possible uses including: O/I, PUD-Residential with Senior Living Overlay & PUD-R Single Family Residential

For more information on this opportunity, contact:

Tracey Viars
Real Estate Advisor
678-467-1326
Tracey@KennesawBroker.com

SINGLETON REAL ESTATE

Singleton Real Estate, LLC
420 Chambers Street
Woodstock, GA 30188
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Disclaimer: The information contained herein is as obtained by this broker from sellers, owners or other sources. This information is considered reliable, neither this broker nor owners make any guarantee, warranty or representation as to correctness of any data or descriptions and the accuracy of such statements. This correctness and/or accuracy of any and all statements should be determined through independent investigations made by the prospective purchaser. Any offer for sale is subject to prior sale, errors and omissions, change of price, terms or other conditions or withdrawal from sale in whole or in part, by seller without notice and at the sole discretion of seller. Readers are urged to form their own independent conclusions and evaluations in consultation with legal counsel, accountants, and/or investment advisors concerning all material contained herein.

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REAL ESTATE

770-924-8421 | singletonrealestate.com

LAND FOR SALE
1465 Shiloh Road
Kennesaw, GA 30144

ZONING: RESIDENTIAL

Potential uses with rezoning to be pursued in accordance with Kennesaw's future land use map:

O/I Allowable Uses:
Office Condos
Professional Offices
Health Care Related Businesses
Childcare (not schools)
Personal Care Homes
Nursing Homes
Memory Care Facilities
Banks
Clinics
Medical/Dental Laboratories
Religious Assembly
Sports Medicine Physical Therapy

PUD – Planned Unit Development – Residential with a SLO (Senior Living Overlay)
Allowable Uses:
Ranch Style Homes for 55+
Three Story Senior Condo
Age in Place Senior Campus from dependent to independent homes & services on the same property

PUD-R – Single Family Residential
Allowable Uses:
Homes with Modest Density Range from 2 – 6 Dwelling units per acre (portion of homes came be below Market – workforce housing)

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-23, 2018

AN ORDINANCE TO AMEND CHAPTER 9 OF THE UNIFIED DEVELOPMENT CODE IN ORDER TO BRING IT INTO COMPLIANCE WITH GEORGIA STATE LAWS THAT GOVERN LOCAL LAWS RELATING TO NONCONFORMING USES, VARIANCES, APPEALS, ADMINISTRATIVE VARIANCES, AND REPEAL OF CERTAIN PROVISIONS

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

WHEREAS, Chapter 9 of the Unified Development Code ("UDC") provides ordained mechanisms for obtaining relief from the provisions of the UDC, including relief for nonconforming uses, relief through the variance process, relief through the administrative variance process, appeal provisions, and the recognition of vested rights.

WHEREAS, over the course of the last several years, Georgia law has clarified the circumstances under which a municipal government may enact regulations that provide these relief mechanisms and the City wants to amend Chapter 9 to ensure that it is compliant with Georgia law (including but not limited to City of Cumming v. Flowers, 300 Ga. 820 (2017); Southern States-Bartow County, Inc. v. Riverwood Farm Homeowners Association, 300 Ga. 609 (2017));

WHEREAS, as a result of amending Chapter 9, certain definitions in Chapter 1 of the UDC also need to be amended and updated;

WHEREAS the City finds that that the attached ordinance amendments as set forth in Exhibits "A" and "B" protect the health, safety and welfare of the citizens of the City of Kennesaw and that the City incorporates the above "WHEREAS" clauses in such findings so as to for the citizens of the City of Kennesaw so as to support the justification to adopt the amendments to the UDC as set forth in Exhibits "A" and "B";

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

SECTION 1

That the City of Kennesaw hereby amends definitions as set forth in Exhibit "A" in alphabetical order to existing terms currently set forth in Section 1.09.02 of Chapter 1 of the Unified Development Code;

SECTION 2

That the City hereby adopts amendments to Chapter 9 as set forth in Exhibit "B";

SECTION 3

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 4

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Kennesaw.

SO ORDAINED this 15th day of October, 2018.

ATTEST

Debra Taylor, City Clerk

CITY OF KENNESAW

Derek Easterling, Mayor

SEAL

EXHIBIT B

Chapter 9 - VARIATIONS

9.00.00 - GENERALLY

The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this UDC. There are several ways that potential relief from hardship is addressed. Section 9.01.00 addresses relief through requirements regarding nonconforming development. Section 9.02.00 addresses relief through the grant of a variance in a particular situation due to the characteristics of the land to be developed based on the required site design standards. Section 9.03.00 addresses relief through specific exceptions to the conditions of zoning. Section 9.04.00 addresses relief through the grant of an administrative waiver in specific situations. ~~Section 9.05.00 addresses relief through recognition of vested rights regarding use and/or design.~~

9.01.00 - NONCONFORMING ~~LOTS, STRUCTURES, AND~~ USES

A. The lawful use of any building, structure or land existing at the time of the enactment of this UDC may be continued even though such use does not conform with the provisions of this UDC except that the use of a principal nonconforming building, structure or land shall not be:

Changed to another nonconforming use;

Re-established after discontinuance or abandonment for one (1) year. ; Discontinuance or abandonment means the failure to devote the property to the permitted nonconforming use evidenced by an overt act or failure to act (or combination of the two) sufficient to support the implication of an intent to relinquish the right to continue the nonconforming use.

Expanded, enlarged or extended, either on the same or adjoining parcel, except in conformity with this ordinance;

Rebuilt, altered, replaced, or repaired after damage exceeding fifty percent (50%) of its replacement cost at the time of destruction as determined by the building official except in conformity with this ordinance. ; For those situations where the damage does not exceed fifty (50%) of its replacement value, any such ~~and provided such~~ rebuilding, alteration, replacment or repair shall be ~~is~~ completed within twelve (12) months of such damage;

Altered, except if less than thirty percent (30%) of the floor space of a building or structure is found by the building inspector to be structurally unsafe then a permit may be issued to correct the unsafe condition.

B. At the time of the enactment of this UDC, every owner of a nonconforming building or structure shall have sixty (60) days to indicate in writing to the Zoning Administrator which building or structure or group of buildings or structures will be considered the "principal" nonconforming building or structure defined in Section A above. In the event that more than one (1) building or structure is classified as "principal" under this section, said classification must be justified by the owner and accepted in writing by the Zoning Administrator. In the event that multiple buildings or structures are accepted by the Zoning Administrator as being the "principal" nonconforming building or structure as defined in Section A above, then all percentage figures stated in this section will pertain to the total area of the multiple buildings or structures so accepted.

C. All nonconforming buildings, structures and uses shall be discontinued and made to conform within the time periods set forth below:

1. All nonconforming uses of land where no buildings are involved—Six (6) months from date of adoption of this UDC.

2. All nonconforming uses of land on which are located demountable or portable buildings or structures—twelve (12) months from date of adoption of this ordinance unless approved by the Georgia Department of Community Affairs (DCA).

9.02.00 - VARIANCES

9.02.01 - Generally

A. The Mayor and City Council may authorize upon appeal in specific cases such variance from the terms of this UDC as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in unnecessary hardship.

B. A variance shall be authorized only so that the spirit of this UDC shall be observed, public safety and welfare secured, and substantial justice done.

C. A variance shall not be granted to allow a use of land that is otherwise prohibited in the zoning district applicable to the property. ~~for a use of land or structures that is prohibited by this UDC in the district in question.~~

D. The existence of a nonconforming use on adjacent land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance.

E. The Mayor and City Council shall be responsible for consideration and a decision regarding requests for variances, pursuant to the notice and hearing requirements set forth in Chapter 10.

9.02.02 - Types of Variances

A request for a variance shall be limited to vary the following ~~dimensional standards~~: 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or 5) dimensional standards for parking or loading spaces.

9.02.03 - Requirements for Variances

~~Zoning~~ vVariances may be granted using the following criteria ~~in such individual cases of practical difficulty or unnecessary hardships as follows~~:

A. There is extraordinary and exceptional conditions pertaining to the ~~particular piece of~~ property ~~in question~~ because of its size, shape or topography;

B. The application of the UDC standards ~~this chapter~~ to ~~the~~ ~~this particular piece of~~ property ~~would~~ creates practical difficulty or unnecessary hardship;

C. ~~Such~~ The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the ~~particular piece of~~ property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede ~~impair~~ the purposes and intent of the UDC ~~this chapter~~.

9.02.04 - Requirements for Making Variance Applications

A. An applicant for a variance shall file with the zoning department~~, prior to processing the application,~~ the following:

1. A completed application on forms prescribed by the zoning department;
2. The notarized signature of the applicant and record titleholder upon the application.
3. The application fee.
   a. These fees shall be established from time to time by resolution of the Mayor and City Council.
   b. A copy of the fee schedule shall be maintained in the City Clerk's Office.
4. A current boundary survey and plot plan, to scale, that bears the signature and seal of a registered surveyor, engineer, architect or landscape architect. Such plans shall also include such other information thereon as may be required by the zoning department, including preliminary plans for

Mayor Mathews called for a vote on the implied motion to approve Ordinance No. 2015-04, 2015 to change the zoning district designation City CRC with amended condition for properties located at the intersection of Kennesaw Due West Road and Cobb Parkway to modify existing stipulations and allow for gun, knife or weapon sales and to allow for full service operation for an indoor shooting range with a retail store. Vote taken, approved unanimously, 5-0. Motion carried.

D. Authorization to adopt **ORDINANCE NO. 2015-05, 2015** to amend multiple parts of Appendix A, Chapters 2, 4, 5 and 6 of the Kennesaw Unified Development Code. The purpose of this Ordinance is to address religious assembly standards previously addressed as a Special Exception Use and Land Use application. These new standards would bring the City of Kennesaw into compliance with recommended changes from the Department of Justice. An ordinance amending multiple parts of Appendix A, Chapter 1, Section 1.09.02 - "Definitions," multiple Sections of Appendix A, Chapter 2 - "Zoning Districts," Multiple Sections of Appendix A, Chapter 4 - "Site Design Standards," multiple Sections of Appendix A, Chapter 5 - "Standards for Accessory and Temporary uses," multiple Sections of Appendix A, Chapter 6 - "Infrastructure Improvements," and Appendix A, Chapter 6, Section 6.06.09 "Required Spaces - Table 6.06.09A" of the City of Kennesaw Code of Ordinances. The proposed changes were advertised in the Marietta Daily Journal March 13, 2015 and March 20, 2015. At the Planning Commission meeting held on April 02, 2015, motion was made by Cindi Michael, seconded by Stephen McFerrin to recommend the Mayor and Council consider the following points of concern by the Planning Commission before approving the amendment request including discussion on more language and wording to be incorporated into the ordinance: 1) Clarification of height requirement for religious assembly use as it appears there are none included in the proposed ordinance. Planning Commission feels the need for the height requirement; 2) Sound ordinances as it relates to religious assembly use; and 3) Impact on other business opportunities dealing specifically with business license and alcohol sales. The open-ended blanket approval for the religious assembly use in all districts.

Zoning Administrator Darryl Simmons presented recommended changes to the Unified Development Code (UDC) to address religious assembly standards previously addressed as a Special Exception Use and Land Use application. These new standards would bring the City of Kennesaw into compliance with recommended changes from the Department of Justice. Amendments will be made to multiple parts of Appendix A, Chapter 1, Section 1.09.02 - "Definitions," multiple Sections of Appendix A, Chapter 2 - "Zoning Districts," Multiple Sections of Appendix A, Chapter 4 - "Site Design Standards," multiple Sections of Appendix A, Chapter 5 - "Standards for Accessory and Temporary uses," multiple Sections of Appendix A, Chapter 6 - "Infrastructure Improvements," and Appendix A, Chapter 6, Section 6.06.09 "Required Spaces - Table 6.06.09A" of the City of Kennesaw Code of Ordinances. The Planning Commission questions/recommendations were addressed by staff and the City Attorney. Standards that were of concern are addressed in other areas of the UDC.

Councilmember Sebastian asked for clarification regarding height limitations on houses of worship. Mr. Simmons replied that height restrictions on religious assembly locations is dependent on the zoning of the property.

7:03 PM Floor Open to Public Comments

No comments

7:04 PM Floor Closed to Public Comments

Motion by Councilmember Church to approve Ordinance No. 2015-05, 2015 as submitted, seconded by Councilmember Sebastian. Vote taken, approved unanimously, 5-0. Motion carried.

X. CONSENT AGENDA

A. Approval of the April 1, 2015 Special Call and April 6, 2015 Regular minutes of the Mayor and City Council..

B. Approval of the April 1, 2015 Mayor and City Council Executive Session minutes.

C. Authorize data connectivity Request For Proposals (RFP) bid award to Comcast Business, award contract pending legal review, and direct the Mayor to execute documents. The RFP was created to increase the speed between our remote buildings from 4.5 MB to 1 GB. Four bids were received and Comcast Business provide the recommended solution for the City. This will be a savings of approximately $1,350 per month over our current provider. The Information Technology Committee recommends approval of the bid award contract pending legal review and directs the Mayor to execute documents.

D. Receipt of February and March 2015 Crime Statistics for Police Department.

E. Authorization for approval of a final plat Phase I for subdivision identified as Victoria Crossing. Request submitted by Barnes Mill VDL, LLC for property located on Fox Trot Trail at Moon Station Road. Property identified in Land Lot 101 within the residential zoned PUD-R with a Senior Living Overlay (SLO) district consisting of 9.57+/- acres. The property was zoned to PUD-R with a Senior Living Overlay (SLO) and approved with stipulations by the Mayor and Council on December 16, 2013 under Ordinance 2013-18, 2013. The property was granted preliminary plat approval in April, 2014. Plan Review Committee recommends approval.

Mayor Mathews called for a vote on the implied motion to approve the Consent Agenda, engross. Vote taken, approved unanimously, 5-0. Motion carried.

XI. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief (Councilmember Tim Killingsworth)
BOBBIE DUKE, 911 Communications Director (Councilmember Debra Williams)

No items.

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

****

ZV2020-01 Consideration to approve the requested rezoning to RM-12 and variances: (1) Increase the RM-12 zoning district max, density from 12 units/acre to 19.55 units/acre (86 units total); (2) Reduce the front yard setback along Shiloh Road from 40 ft. to 20 ft; (3) Reduce required parking from 172 spaces (2 spaces/unit) to 152 spaces (1.76 spaces/unit). (Mayor and Council 03-16-2020)

SCHOOL COMMENTS

*School attendance zones are subject to revision at anytime

NAME OF SCHOOL	ENROLLMENT	CAPACITY STATUS	NUMBER OF PORTABLE CLASSROOMS

Additional Comment

****

TRANSPORTATION COMMENTS

Site Visitation: No____ Yes _____(date_____) **Signature**_____

ROADWAY	ROADWAY CLASSSIFICATION	SPEED LIMIT	JURISDICATIONAL CONTROL	MINIMUM RIGHT OF WAY REQUIREMENT
SHILOH ROAD	arterial	35 mph	cobb	100

Comments and Observation:

The road is under Cobb County Jurisdiction moreover, reducing front set back to 20 feet will not recommended. In this issue, it is prefer to get Cobb County's comment.

Recommendations

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

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

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

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.

****

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

ZV2020-01 **Consideration to approve the requested variances as noted for the proposed use for Purposed Student Housing construction of 68 units. (Mayor and Council 03-16-2020)**
Variances requested:
1. Increase in density from 12 units per acre to 15.55 units per acre
2.Reduce front yard setback from 40 feet to 30 feet

The property was annexed into the City in 2000. There were a number of rezoning requests and approvals to the current zoning of R-30 with the request to RM-12. Past rezoning requests included UVC (Urban Village Commercial); O&I (Office & Intuitional); CRC (Community Retail Commercial).
2017 same applicant requested rezoning of three properties (1465 Shiloh Rd., 4058 & 4068 Ayers Dr.) to proposed student housing that would be located on 6.02 acres and incorporate 125 units. Request for rezoning and associated variances was denied. Traffic implications to the entrance to Pinetree subdivision was cited.

Site Visitation : No____ Yes _____(date_____) Signature_____

STAFF MEMBER RESPONSIBLE: Darryl Simmons

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

PROPOSED NUMBER OF UNITS___68_____OVERALL DENSITY:____15.55____Units/Acre

PRESENT ZONING WOULD ALLOW_____UNITS INCREASE OF:_____Units/Lots

HISTORIC PRESERVATION: Not applicable

CEMETERY PRESERVATION No cemeteries on site

Land Use/development proposal Information:

- Subject property located in Future land Use category for CAC (Community Activity Center)
- The Character are as designated in the adopted comprehensive plan- Cherokee Street Commercial Corridor
- Purpose built student housing does not have an adopted zoning standard
- Similar approved developments within city limits were rezoned to RM-12 with variances and conditions
- Character area for university programming was included in the 2017 comprehensive plan update. University Living was included as a character area for both existing student housing developments- West 22 and UClub @Frey.
- Shiloh Rd contains Industrial, residential and retail uses.
- Proposing 68 units=248 beds an increase in density from 12 units per acre to 15.55 units per acre
- Three story building
- 262 parking spaces provided which allows one space per bedroom plus guest parking
- Building placement will be closer to Shiloh Road to allow adequate parking in rear yard area

ZONING ADMINISTRATOR'S RECOMMENDATIONS/BASIS FOR RECOMMENDATION

The Zoning Administrator recommends approval of the rezoning request to RM-12 with associated variances to reduce front setback and increase density with the following conditions:

1. *Reversionary clause that requires that construction permits and activity be initiated within 24 months of the date of the rezoning and variance approval. Failure to obtain permits and start construction activity within the 24 month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-30.*
2. *Submission of a traffic impact study that demonstrates either the development will not have a negative impact on existing traffic conditions or that the negative impacts of the development can be mitigated through traffic improvements that will be incorporated as part of the development plan. Traffic counts shall be no more than three years old from date of the study and shall be taken during a time of year when the academic calendar is in session for nearby universities and schools.*
3. *The principal access for the development shall be an arterial or major collector roadway, as identified in the City of Kennesaw Unified Development Code or similar classification document.*
4. *Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors*

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

5 Security requirements:

a. The property management company shall submit a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED). The security plan shall be submitted to the City of Kennesaw Police Department for review and safe-keeping and shall be updated annually at the beginning of each calendar year, no later than January 31. Any such security plan shall require that on-site management shall be required 24 hours per day, seven days per week.

b. All access points on the property shall be secured with gated entry and shall be self-closing;

c. The development shall be enclosed with a minimum six-foot high privacy fence along the entire property line.

d. The property shall be equipped with a security camera system that shall be monitored by the property management company on-site. Any such system shall record and store video images located throughout the common areas, including the parking areas, and signs shall be posted throughout the development notifying residents and visitors of the security camera system;

e. All common area doors and access gates shall be secured with electronic locks;

f. All apartment units shall be equipped with a door that features a 180-degree peep hole;

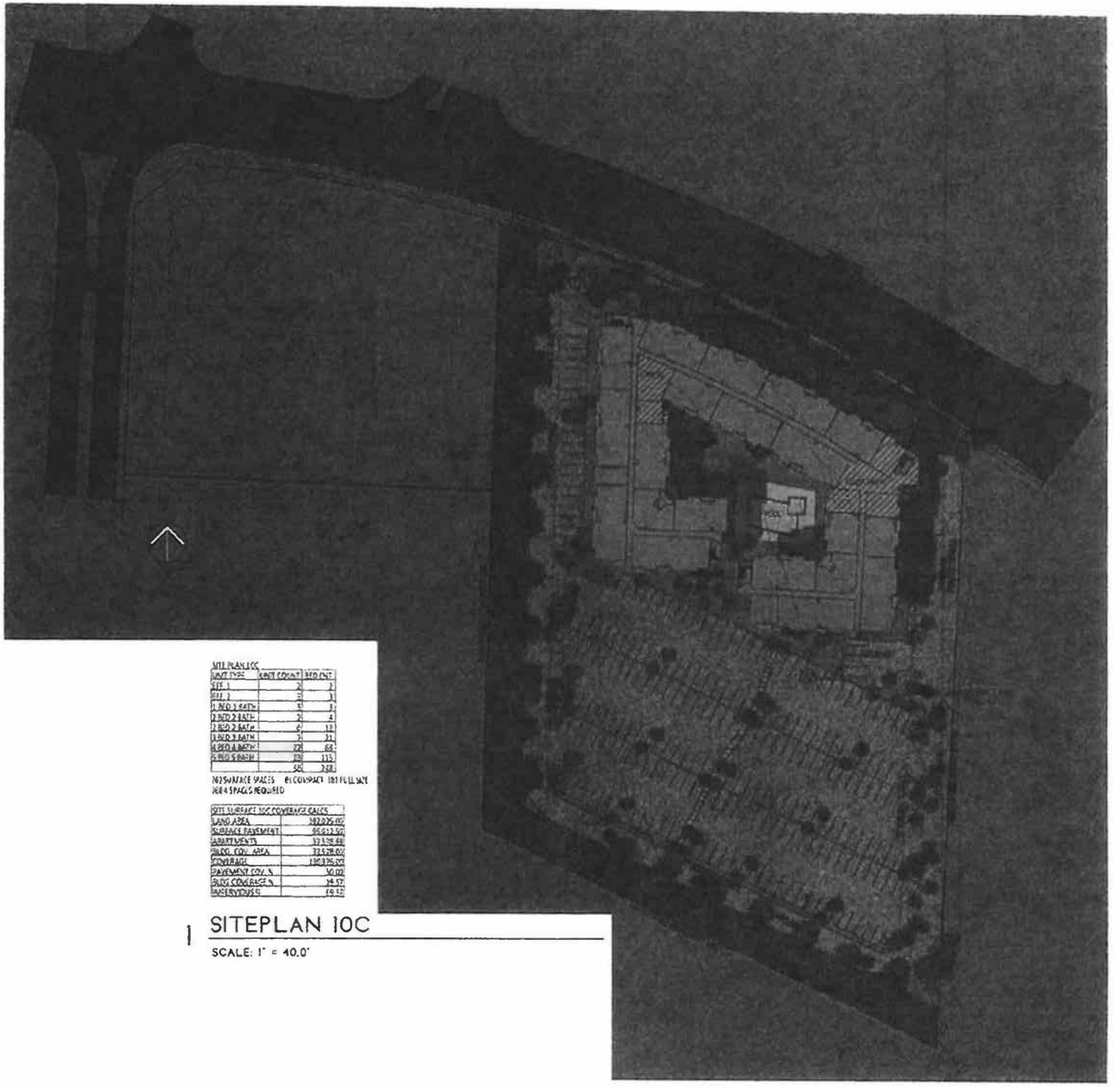
g. For every 200 parking spaces, the development shall feature at least one Emergency Blue Light Phone that is connected to the Cobb County Public Safety's 24-hour communications center and identify the phone location if the caller is unable to talk.

h. Lighting: In order to ensure adequate illumination of the development and promote safety and security, the Parking Lot Design Guide standards set forth for Basic Enhanced Security, Security, and High Security as set forth in the Illuminating Engineering Society Lighting Handbook (IESNA), latest edition, as amended, is adopted as the standard for the installation and operating of lighting in parking lots.

6 All façade materials to be installed similar to the elevations provided by the applicant and be in compliance with the City of Kennesaw architectural Standards

7 Maximum height of building will be 35 feet as defined in our zoning ordinance chapter one that defines how building height is measured.

8. Maximum number of units allowed will be 68 units with a maximum of 248 beds



SITE PLAN LOG

UNIT TYPE	UNIT COUNT	BED CNT
STU. 1	2	2
STU. 2	3	3
1 BED 1 BATH	3	3
2 BED 2 BATH	2	4
3 BED 2 BATH	6	18
3 BED 3 BATH	7	21
4 BED 4 BATH	16	64
5 BED 5 BATH	23	115
	56	228

NO SURFACE SPACES @ COMPACT 100 FULL SIZE
NO 4 SPACES REQUIRED

SITE SURFACE SQC COVERAGE CALCS	
LAND AREA	142,205.00
SQ SURFACE PAVEMENT	50,022.50
SQ BUILDINGS	37,539.50
BLDG. COV. AREA	37,539.00
COVERAGE	130,561.50
PAVEMENT COV. %	35.02
BLDG COVERAGE %	26.37
BUILDINGS %	69.52

1 SITEPLAN 10C

SCALE: 1" = 40.0'

1.05.00 · RELATIONSHIP TO THE COMPREHENSIVE PLAN

The City of Kennesaw Comprehensive Plan is the official development policy and implementation guide for the City to coordinate and direct physical and economic development, related public investment, and, to provide reasonable regulations for the development of private property in the interest of public health, safety, and welfare. This UDC is designed to implement all provisions of that Plan for the development and use of land.

2.01.03 - Residential Zoning Districts

The following residential zoning districts are established:

A. *R-30, Single-Family residential district (30,000 square feet).* The R-30 single-family residential district is established to provide locations for single-family detached dwellings or residentially compatible institutional and recreational uses at low to moderate densities, with access both to public water and sewerage.

B. *R-20 Single-Family residential district (20,000 square feet).* The R-20 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

C. *R-15, Single-Family residential district (15,000 square feet).* The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

D. *R-12, Single-Family residential district (12,000 square feet).* The R-12 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

E. *R-10, Single-Family residential district (10,000 square feet).* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities, with access to both public water and sewerage within designated medium density areas on the comprehensive land use plan and future land use map.

F. *PUD-R, Planned Unit Development-residential district.* The PUD-R planned unit development-residential district is established to encourage and provide flexible site plan and building arrangements under a unified plan of development rather than by lot-by-lot regulation. The PUD-R district is not intended to encourage greater density of development, but rather to encourage ingenuity and resourcefulness in land planning to assure the provision of park and recreation land and facilities for the use of the occupants of the development in order to obtain a more desirable environment. The density should be consistent with the surrounding development.

G. *RA-4, Residential District (Four [4] units per acre).* The RA-4 residential district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to bath public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time. The dwelling units are to be designed for placement on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a common party wall.

H. *RM-8, Multiple-Family district (Eight [8] units per acre).* The RM-8 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewer.

I. *RM-12, Multiple-Family district (Twelve [12] units per acre).* The RM-12 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

1.09.00 - ACRONYMS AND DEFINITIONS

Except as specifically defined herein, all words used in this ordinance have their customary dictionary definitions. Unless otherwise expressly stated, the following words shall have the meaning herein indicated. The following terms are defined for purposes of this UDC.

1.09.01 - Acronyms

"A"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
"AD"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AE"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AH"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AO"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
ARC	Atlanta Regional Commission
BCCMP	Bituminous-Coated Corrugated Metal Pipe
BMP	Best Management Practice
BOD	Biological Oxygen Demand
CADD	Computer Aided Design and Drafting
CBD	Central Business District
CCMWA	Cobb County Marietta Water Authority
CCWS	Cobb County Water System
CFR	Code of Federal Regulations
CLG	Certified Local Government

upon the display of specified sexual activities or specified anatomical areas are regularly shown to more than five persons for any form of consideration.

Adult movie house means any movie theater which on a regular, continuing basis shows films rated "X" by the Motion Picture Coding Association of America or any movie theater which presents for public viewing on a regular, continuing basis so-called "adult films" depicting sexual conduct.

Agricultural Produce Stand: A structure not greater than 1,000 square feet for the purpose of seasonal sales of products grown or produced on the premises on which it is located.

Alignment: The arrangement of objects along a straight line.

Alley or Service Drive: A public or private way permanently reserved as a secondary means of access to abutting property and which may be used for public utility purposes. Frontage on said alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

Altered or *Alteration of Building:* Any change in the supporting members of a building (such as bearing walls, columns, girders) except changes as may be required for its safety; any addition to a building; any change in use from that one district classification to another; or of a building from one location to another; any act or process that changes the exterior architectural appearance of a building.

Alternative Tower Structure: Structures utilized for antenna-mounting purposes that include, but are not limited to, simulated trees, clock towers, steeples, silos, light poles, electric transmission towers and other such structures that are compatible with the natural setting and surrounding structures, and effectively camouflage or conceal the presence of antennas or towers.

Ancillary Retail Sales (industrial districts): Retail sale of goods and services which is secondary in nature to the primary industrial use of the property in so much that the goods for sale have been produced on-site or are in storage at the site for planned distribution to other areas. The ancillary retail sale of goods shall only be conducted as part of the permitted industrial use and shall not be a freestanding business.

Animal Shows: Exhibitions of domestic or large animals for a maximum of seven days.

Animated Illumination or Effects: Illumination or effects with action, motion, moving characters or flashing lights. This may require electrical energy, but shall also include wind actuated devices. Specifically included is any motion picture or video mechanism used in conjunction with any outdoor advertising structure in such a manner as to permit or allow the images to be visible from any public right-of-way. This definition does not include signs which indicate only time and/or temperature, provided that such time and/or temperature signs do not change or alternate messages more than 12 times a minute or electronic message signs as permitted within.

Antenna: Any exterior transmitting or receiving devices mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio, wireless, telecommunications signals or other communications signals. Such definition does not include, for purposes of this ordinance, radar antennas, amateur radio antennas, satellite earth stations, television receiving antennas and direct broadcast satellite dishes.

Antenna, Array: Any two or more antennas that operate as components of a complete antenna suite for a single wireless communication facility.

Antenna, Concealed: Any antenna designed and erected on or in a building or alternative structure in such a way that it blends in with the existing façade and/or is located such that it is not readily visible to a person at adjacent street level.

Apartment: A room or suite of two or more rooms occupied or suitable for occupancy as a dwelling unit for one family in a multiple dwelling or any other building not a single-family dwelling or two-family dwellings.

Apartment Building: A building designed for or occupied exclusively by three or more families with separate housekeeping facilities for each family.

b. Any artificial barrier constructed by the United States Soil Conservation Service, or any other department or agency of the United States Government when such department or agency has designed or approved plans, has supervised construction, maintained the program of inspection, provided however, that this exception shall cease when the supervising federal agency relinquishes authority for the operation or maintenance of such artificial barrier;

c. Any artificial barrier licensed by the Federal Energy Regulatory Commission or for which a license application is pending with the Federal Energy Regulation Commission; or

d. Any artificial barrier classified by the state soil and water conservation committee as a dam where improper operation or dam failure would not be expected to result in loss of human life.

Dam Break Flood Zone: The area within the flood contour elevations subject to flooding as designated by the city engineer based upon information obtained from the U.S. Corp of Engineers or other federal, state, or county agencies, or local hydraulic studies undertaken as a result of any seepage or failure of any dam.

Day Care Center: Any place operated by a person, society, agency, corporation, institution or group, and licensed or registered by the State of Georgia and licensed by the City of Kennesaw as a group day care home or day care center, wherein are received for pay for group supervision and care, for fewer than 24 hours per day, six or more children under 18 years of age.

Dead storage: Storage of goods partly not in use and not associated with any principal commercial or manufactory use.

Dead-end street. A street having only one end open for access to another street, the other end being abruptly terminated with no turnaround.

Deck: A roofless accessory attached or detached platform without exterior walls, generally constructed of wood, which adjoins a residence. Rails or safety features shall not be deemed to be exterior walls.

Demolition: Any act or process that destroys a structure in part or in whole.

Density:

1. The overall intensity of land use for the total project.

2. Residential density is the number of housing units permitted per acre in the zoning district involved in accordance with the terms of the zoning ordinance or as authorized under conditional zoning by the Mayor and City Council. The maximum residential density per developable acre authorized for R-30, R-20, R-15, R-12, R-10, PUD-R, RA-4, RM-8, RM-12, and FST zoning districts are set forth in Chapter Four of the Unified Development Code. These maximums could be lowered by conditional zoning by the Mayor and City Council. A developable acre shall not include any part or parts of rivers, streams, floodplains and natural lakes which are not the result of manmade dams. The maximum allowable dwelling units per acre shall in no event exceed any of the following:

   a. The maximum set forth in article VIII of this appendix for such zoning district;

   b. The maximum dwelling units per acre which can be constructed without violating any other restrictions, limitations, and/or requirements of such zoning district or the maximum authorized under conditional zoning by the Mayor and City Council.

Density Factor: A unit of measure to prescribe the calculated basal area required for replacement or as existing tree coverage on a site.

Dentil: A small rectangular block used in a series below the cornice.

Department (as pertaining to environmental protection): The Georgia Department of Natural Resources.

Drainage Structure: A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm-water management, drainage control, or flood control purposes.

Drip Line: An imaginary vertical line that extends from the outermost branches of a tree's canopy to the ground.

Drive-in Establishment: An establishment which is designed to provide, either wholly or in part, service to customers while in their automobiles parked upon the premises.

Dwelling: A building designed, arranged or used for permanent living and/or sleeping quarters (excludes mobile home).

Dwelling, Multifamily: A building designed for or occupied exclusively by three or more families with separate housekeeping facilities for each family.

Dwelling, Single-Family: A building designed or arranged to be occupied by one family only.

Dwelling, Two-Family (duplex): A building designed or arranged to be occupied by two families living independently of each other.

Dwelling Unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Easement: A grant by the property owner for the use by the public, a corporation, or persons of a strip of land for specific purposes.

Eating and drinking establishment: Retail establishments selling food and drink for consumption on the premises, including lunch counters and refreshment stands selling prepared foods and drinks for immediate on-site consumption.

Eave: The underside of a sloping roof projecting beyond the wall of a building.

Economically and Technically Feasible and Viable: Refers to the capability of being provided:

1. Through technology which has been demonstrated in actual applications (not simply through tests or experiments) to operate in a workable manner; and
2. In a manner which has a reasonable likelihood of generating a reasonable profit or other financial benefits, when measured over the term of the lease.

Electronic Display: Shall mean a message displayed through the use of LED, LCD, plasma, or other similar type of panels or screens.

Electronic Sign: A sign in which the message may be changed means a sign whose message may be changed at intervals by computer controller, microprocessor controller or by remote control, and whose message is displayed through the use of LED, LCD, plasma or other similar type of panels or screens, including devices known as commercial electronic message signs or similar devices.

Element: An individual defining feature of a building, structure, site or district.

Elevated Building: A non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Elevation: A mechanically accurate, "head-on" drawing of a face of a building or object, without any allowance for the effect of the laws of perspective. Any measurement on an elevation will be in a fixed proportion, or scale, to the corresponding measurement on the real building.

Encounter Center or Rap Establishment: Any business, agency or person who, for any form of consideration of gratuity, provides a place where two or more persons may congregate, assemble or associate for the primary purpose of engaging in, describing or discussing specified sexual activities, or exposing specified anatomical areas.

Extreme Flood Protection: Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Façade: That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

False Front: A front wall which extends beyond the sidewalls of a building to create a more imposing façade.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Fanlight: A window, often semi-circular, over a door, with radiating muntins suggestive of a fan.

Farm Winery: A domestic manufacturer of wine in quantities of less than 100,000 gallons of wine per year, that is licensed by the state pursuant to O.C.G.A. 3-6-21.1, or as may be amended from time to time. Provided a license is issued as required by this chapter, a farm winery is authorized to sell wine by the package, by the drink and operate a wine tasting facility on the premises of the farm winery without additional license requirements, except as is required in the city zoning ordinance.

Fast food restaurant: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars, on the premises, or off the premises.

Fee Simple: The owner is entitled to the entire property with unconditional power of disposition during his life and which descends to his heirs and legal representatives upon his death intestate.

Fenestration: The arrangement and design of windows in a building.

Fill (as pertaining to earthwork): A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Final Plat: A finished drawing or drawings of the subdivision showing completely and accurately all legal and engineering information and certification necessary for recording. The finished drawing or drawings may consist of one or more drawings of the subdivision which together form the final plat, all of which must comply with the requirements of this chapter.

Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Flag: A piece of fabric or other flexible material solely containing distinctive colors, patterns, standards, words or emblems used as the symbol of an organization or entity.

Flashing (as pertains to lighting): Illumination which is not kept constant in intensity at all times when in use and which exhibits sudden or marked changes in lighting effects. The term "flashing" excludes illuminated signs which indicate only time and/or temperature, provided that such time/temperature signs do not change or alternate messages more than 12 times a minute.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Flood or *Flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Sexually oriented business means an adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, an explicit media outlet, or a sexual device shop.

Shelter (homeless): Charitable, nonprofit, short-term housing and/or room and board accommodations for poor, transient, or needy individuals which must meet the following minimum criteria:

1. Adequate showers and restroom facilities must be provided at the location to meet the needs of the overnight guests;
2. Beds must be provided for all overnight guests excluding staff and volunteer workers;
3. No shelter shall be located closer than 1,000 feet to the nearest single-family residence;
4. Guests of the shelter shall be required to leave the shelter premises no later than 7:00 a.m.;
5. All premises shall be maintained in a clean, safe, and sanitary fashion;
6. Adequate provisions for transporting and parking guests shall be submitted to and approved by the zoning administrator or his/her designee.

Shopping Center: A group of commercial establishments, planned, developed, owned and managed as a unit, with off-street parking provided on the property and related in its location, size and type of shops to the trade area which the unit serves.

Side Lights: A vertical line of small glass panes flanking a doorway.

Sign: Any name, identification, description, display, illustration, banner, string of lights or device which is affixed to or represented directly or indirectly upon a building, structure, vehicle or land in view of the general public and which directs attention to a product, place, activity, person, institution or business.

Sign, Business: Any notice or advertisement, pictorial or otherwise which directs attention to goods, commodities, products, services or entertainment sold or offered upon the premises where such sign is located.

Significant: Possessing importance to a particular building, structure, site or district; essential to maintaining the full integrity of a particular building, structure, site or district.

Silviculture: A branch of forestry which deals with the establishment, development, care and reproduction of stands of timber.

Single Housekeeping unit: Means that the occupants of a dwelling unit have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, lease agreement or ownership of the property, expenses and responsibilities; membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit.

Site: A plot of land intended or suitable for development; also the ground or area on which a building has been built.

Slope: A degree of deviation of surface from the horizontal usually expressed in percent or degree.

Soffit: The underside of a structural part, as of a beam, arch, etc.

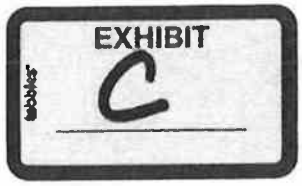
Soffit Sign means a sign which hangs or is suspended beneath the cover of a walkway or beneath a support extending from a building.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Soil and Water Conservation District Approved Plan: An erosion and sedimentation control plan approved in writing by the Cobb Soil and Water Conservation District.

Special Exception Use: A use that, owing to some special characteristics attendant to its operation or installation, is permitted in a district subject to approval of the Mayor and City Council, and subject to special requirements, different from those usual requirements for the district in which the special exception use may be located.

GDCR ATTORNEYS AT LAW



Richard W. Calhoun
E-mail rcalhoun@gdcrlaw.com

May 28, 2020

VIA CERTIFIED MAIL#7011 2970 0003 2235 3418
City of Kennesaw Mayor and Council
2529 J.O. Stephens Avenue
Kennesaw, Georgia 30144

RE: Ordinance to amend Kennesaw's Code of Ordinance Appendix A "Unified Development Code" Chapter 1, "General Provisions," Section 1.09.02 Definitions, adding a new section under Chapter 4 Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing)

Dear Mayor and Council,

Our firm represents 75 Wade Green Business Center Association, Inc. regarding the above proposed Code amendments. Our client, and many other neighboring property owners, are opposed to these amendments for the following reasons:

1. Consideration of the above code amendments appears to have recently been rescheduled for a "final public hearing" on June 1, 2020 at 6:30 p.m. This is premature and improper for the following reasons:

a. There has been no 15 – 45 day published notice of said hearing, as required by O.C.G.A. § 36-66-4(a); and

b. A "final public hearing" on an amendment to the City's zoning ordinance is a "land use or zoning matter" which, by mayoral executive orders of March 25, 2020 and May 6, 2020, has been stayed pending official termination of the current declared state of emergency.

2. Various members of the 75 Wade Green Business Center Association, Inc., residents of the Pine Tree Country Club, and numerous other Kennesaw residents have signed the attached Petition opposing both the proposed PBSH Zoning Ordinance, as well as the pending rezoning application for 1465 Shiloh Road.

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

3. Council member Viars' status as listing agent for *Beaucorp Properties, LLC,* which is an intended beneficiary of these proposed amendments, raises a factual issue of whether that conduct has tainted the adoption of these amendments. Such conduct renders the proposed amendments subject to invalidation. Dunaway v. City of Marietta, 251 Ga. 727 (1983)

4. The proposed PBSH ordinance, alone (and particularly in tandem with pending rezoning application for property located at 1465 Shiloh Road) amounts to spot zoning for the benefit of particular properties, to the detriment of surrounding landowners.

5. The adoption of these proposed amendments will effect a taking and damaging of our clients' (and surrounding property owners') properties without compensation, and a denial of equal protection in violation of Article 1 § 1 ¶ 1 and 2, and Article 1 § 3, ¶ 1 of the Georgia Constitution, and corresponding provisions of the U.S. Constitution.

6. Kennesaw's proposed PBSH ordinance has no customary protections found in similar ordinances, (such as the requirement of a special land use permit) and intentionally exempts itself from the definition of "family." The existing ordinance defines "family" as "one or more related persons by blood, legal adoption or marriage or ***not more than three (3) persons not related...***" Any student housing *unit* with more than three bedrooms is designed to exceed this limit. This is an intentional evasion of a community and ordinance standard applicable to *every other* residential zoning category, arguably a violation of equal protection rights.

7. U Club and 22 West are constant problems for Kennesaw's Police Department. Creating a new zoning classification, free from reasonable density restrictions, will result in additional police calls and further drain Kennesaw's resources.

For example, between January 1, 2017 and March 27, 2020, Kennesaw's Police Department responded to 650 incidents at U Club and 699 incidents at 22 West. The incidents responded to included noise complaints, illegal parking, rape, vandalism, robbery, theft and illegal drugs, among many other types of incidents. See attached summaries of police calls.

If Kennesaw were to adopt this ordinance, then every adjacent or adjoining owner of any future PBSH development will suffer a significant detriment, damage or injury, and would, therefore, be deprived of the reasonable use and enjoyment of their property. This ordinance has no reasonable relationship to the public health, safety or welfare of Kennesaw's residents, and would deprive adjacent and adjoining owners of their due process and equal protection rights afforded to them under Georgia's (and the United States') Constitution.

For the foregoing reasons, and those stated in opposition to the 1465 Shiloh Road development, we respectfully submit that the Mayor and Council should reject this questionable and hastily conceived spot zoning ordinance.

Sincerely,
GREGORY, DOYLE, CALHOUN & ROGERS, LLC

Richard W. Calhoun, Esq.
For the Firm

CC: Derek Easterling, Mayor
Tracey Viars, Council Post 2
Chris Henderson, Council Post 4
James "Doc" Eaton, Council Post 1
Pat Ferris, Council Post 3
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Association, Inc.

PETITION

254 have signed. Let's get to 500!

Kennesaw Neighbors of KSU started this petition to Kennesaw City Council and 6 others

We need to stop the out of control growth of High Density Housing in areas that it will harm existing residents safety, quality of life and home values.

PETITION TO THE MAYOR AND COUNCIL OF KENNESAW

For the following reasons, the undersigned residents ask that you vote "NO" on the proposed "Purpose Built Student Housing" zoning ordinance, and the related rezoning application by Fountain

Residential Partners for 1465 Shiloh Road.

1. Under the current Covid-19 circumstances, which may extend for an indefinite time, a proposal to create a special zoning classification for a student housing development on the perimeter of an established single-family subdivision such as Pinetree Country Club is simply a bad idea.

2 As shown by Kennesaw's own police department records, Kennesaw's two existing student housing projects, U Club and West 22, are extraordinary drains on the city's resources, each having accounted for an average of over 200 police calls every year for the last 3 years, for noise complaints, drunkenness, assaults, illegal drugs, thefts, robberies, burglaries, discharging firearms, rapes, and suicide attempts, and other incidents.

The wisdom of creating an additional venue for such irresponsible behavior, in these precarious times, and at the entrance to a stable single-family subdivision, is questionable.

3. Kennesaw's proposed "purpose built student housing" ("PBSH") ordinance fails to include even the most basic community protections found in Cobb County's PBSH ordinance, which Kennesaw's was purportedly modeled after:

(a) Kennesaw's proposed ordinance does not merely create a new permitted use, it creates an entirely new zoning district.

(b) Worse yet, under Kennesaw's proposed ordinance, no special land use permit is required, unlike Cobb County's PBSH ordinance.

(c) Under Cobb County's PBSH ordinance, a PBSH project can only be located in a regional activity center in a Regional Activity Center such as the Cumberland/Galleria or Town Center Mall areas.

(d) Under Kennesaw's proposed ordinance, a PBSH project can spring up in any of several land use categories, and answers to such questions as:

"whether or not there will be a significant adverse effect on the neighborhood";

"whether or not the use is compatible with the neighborhood";

"whether or not the quiet enjoyment of the surrounding property will be adversely affected"; and

"whether or not the property values of surrounding property will be adversely affected"

are not required as they are under Cobb County's Special Land Use Permit procedure.

4. Density under Kennesaw's proposed ordinance is also figured differently than it is in Cobb County. Under Kennesaw's density calculations, the project proposed for 1465 Shiloh Road would be the equivalent of 27 dwelling units per acre if calculated the same way density is calculated under Cobb County's ordinance.

5. Kennesaw and its neighbors have absorbed enough of KSU's housing issues and collateral damage to its communities. This proposed new zoning category and its related rezoning application for 1465 Shiloh Road are a terrible idea and should be voted down entirely.

Start a petition of your own

Start a petition of your own

This petition starter stood up and took action. Will you do the same?

Start a petition

Updates

1 week ago
250 supporters
1 month ago
Kennesaw Neighbors of KSU started this petition

Reasons for signing

Susan Munoz·1 month ago

I live on Frey Lake Rd and cannot let my children play in the front yard out of fear for the careless driving for which the KSU Students are almost solely responsible. Our neighbor's mailbox was hit by a car one afternoon when the kids and I were outside. I watched as the car headed directly for the mailbox only to try to avoid it at the last second knocking... Read more

1·

Report

Brad Durham·1 month ago

I live on Frey Lake Road and do not want additional student housing built. Our Pinetree Neighborhood streets has turned into a quick cut for traffic from units on Cherokee and we have seen speeders, illegal

David Munoz
3 weeks ago
As my wife mentioned below, Frey Lake RD has frequent speeders with little regard for the rules of the road. This past August my kindergarten son and I were on his practice bus ride before school began. When we returned to our stop his bus driver stopped the bus and extended the flashing… Read more

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Shari Brewer
4 weeks ago
I am a home owner in this area and chose this location because of its quaint "Southern small town" feel. We have enough student housing projects that continue to congest our area and the noise level has also increased. Kennesaw continues to lose its appeal as these type of housing projects… Read more

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Heather Corry
4 weeks ago
I live in Pinetree Country Club with 3 small children and do not like the KSU cut thru traffic.

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Bob Zeman
4 weeks ago
High Density Housing is NOT a good idea for Kennesaw.

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Anthony Taliercio
4 weeks ago
There is already too much traffic on our back streets. We don't have sidewalks. It's very dangerous to walk on the road due to the traffic. This will lead to an increase of traffic!

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Andrea Lyter
4 weeks ago
I moved to Kennesaw in 1997 and the expansion in my area in the last year is alarming! The small charm town is being over come by development where ever there is space. There is enough housing for KSU students and for other. We don't need or want anymore! Please stop destroying this beautiful town!

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Susan Munoz
4 weeks ago
I live on Frey Lake Rd and cannot let my children play in the front yard out of fear for the careless driving for which the KSU Students are almost solely responsible. Our neighbor's mailbox was hit by a car one afternoon when the kids and I were outside. I watched as the car headed directly… Read more

-
- 1

Share
Tweet
Report

Thanks for adding your voice.

Brad Durham
4 weeks ago
I live on Frey Lake Road and do not want additional student housing built. Our Pinetree Neighborhood streets has turned into a quick cut for traffic from units on Cherokee and we have seen speeders, illegal parking and running stop signs.

-
- 1

Share
Tweet
Report

Thanks for adding your voice.

Shanna Trahan
4 weeks ago
This development is unsafe for me, my neighbors and the students.

-
- 0

Share
Tweet
Report

COMPANY

About

Impact

Signatures

Name	Location	Date
KC Hamill	US	2020-05-01
Lonnie Roberts	kennesaw, GA	2020-05-01
Shanna Trahan	Kennesaw, GA	2020-05-01
Helen Haugen	Kennesaw, GA	2020-05-01
Linda Morris	Kennesaw, GA	2020-05-01
Dianne Hunter	Atlanta, GA	2020-05-01
Joe PEARCY	Kennesaw, GA	2020-05-01
Cecile Richmond	Kennesaw, GA	2020-05-01
Brad Durham	Kennesaw, GA	2020-05-01
Rita Flynn	Kennesaw, GA	2020-05-01
Barry Miller	Acworth, GA	2020-05-01
Roger DePuy	Kennesaw, GA	2020-05-01
William Hicks	Kennesaw, GA	2020-05-01
Jessica Jones	Kennesaw, GA	2020-05-01
Ronald Richmond	Kennesaw, GA	2020-05-01
Karyn Stockwell	Kennesaw, GA	2020-05-01
Doug Waite	Marietta, GA	2020-05-01
Ricardo Zampatti	Acworth, GA	2020-05-01
KENNETH CHAMPION	Kennesaw, GA	2020-05-01
Ann Stiber	Marietta, GA	2020-05-01

Name	Location	Date
Sue Witzke	Acworth, GA	2020-05-01
William Heath	Kennesaw, GA	2020-05-01
Dennis McKeon	Kennesaw, GA	2020-05-01
Arthur Ward	Kennesaw, GA	2020-05-01
Sharitza Munoz	Kennesaw, GA	2020-05-01
John Isenhour	Kennesaw, GA	2020-05-01
Norman Conway	Kennesaw, GA	2020-05-01
Nevaeh Myers	US	2020-05-01
Craig O'Brien	US	2020-05-01
Justin Boggs	Kennesaw, GA	2020-05-01
yolanda matthews	phoenix, US	2020-05-01
Leximar Fernandez	San Juan, US	2020-05-01
Jane McHugh	Cleveland, US	2020-05-01
Aundrea Mozzone	Cornelius, US	2020-05-01
Andrea Rolando	La Salle, US	2020-05-01
Sheri Hann	Hidden Valley Lake, US	2020-05-01
Marnie Palang	Cedar City, US	2020-05-01
Yvette Scott	Chicago, US	2020-05-01
Brian Martin	Vail, US	2020-05-01
Srinivas Chavala	Maryville, US	2020-05-01
maya jameson	Stuttgart, US	2020-05-01
Skye Decker	Oshkosh, US	2020-05-01

Name	Location	Date
Darren Garcia	Los Angeles, US	2020-05-01
Martell Nelson	Toledo, US	2020-05-01
Karen Gonzales	Northridge, US	2020-05-01
Chenhao Li	Philadelphia, US	2020-05-01
Linda Serda	Fremont, US	2020-05-01
dawn Oleary	Saint Paul, US	2020-05-01
Roy Carver	Tshwane, US	2020-05-01
Justin Herrera	Los Gatos, US	2020-05-01
Jaden Smith	Albany, US	2020-05-01
Shari Sparrow	Quincy, US	2020-05-01
Brianna Olivas	Santa Fe, US	2020-05-01
Dina Lacugna	Fairfield, US	2020-05-01
Makeda Laurent	Brooklyn, US	2020-05-01
Phoebe Chase	Saratoga, US	2020-05-01
Hi Bai	Doha, US	2020-05-01
Symphony Robinson	Sylmar, US	2020-05-01
radia mechlih	Ypsilanti, US	2020-05-01
Jayla Graham	Orlando, US	2020-05-01
Riley Roy	Coventry, US	2020-05-01
Megan Hulsy	Torrance, US	2020-05-01
Fhsorb Ndjaoen	Arlington Heights, US	2020-05-01
Alanna Battle	Columbus, US	2020-05-01

Name	Location	Date
Emily Banana	Hi, US	2020-05-01
Jemel Hubbard	Washington, US	2020-05-01
Spencer Rich	Burbank, US	2020-05-01
Ron Sonesen	Ocala, US	2020-05-01
sammi a	sammi city, US	2020-05-01
john vacalopoulos	Orlando, US	2020-05-01
Christian Sanchez	Santa Fe, US	2020-05-01
Jessica Hernandez	Bronx, US	2020-05-01
Brenden Cabreja	Bronx, US	2020-05-01
Desiree Rieger	Mount Vernon, US	2020-05-01
Angelique Miles	Saint Paul, US	2020-05-01
MaKayla Chico	Overton, US	2020-05-01
Giratt Molina	Fleming Island, FL	2020-05-01
katie lunds	kenosha, US	2020-05-01
Annmarie Howell	Jacksonville, US	2020-05-01
Ian Mentzer	US	2020-05-01
Ana Aran	Tomball, US	2020-05-01
Dianne McPherson	Kennesaw, GA	2020-05-01
Laurie Bottino	Kennesaw, GA	2020-05-01
Tim Brown	Kennesaw, GA	2020-05-01
Ronda Porta	Kennesaw, GA	2020-05-01
Susan Munoz	Kennesaw, GA	2020-05-01

Name	Location	Date
Michael Tyrell	Acworth, GA	2020-05-01
Andrea Lyter	atlanta, GA	2020-05-01
Ryan Lee	Kennesaw, GA	2020-05-01
Nancy Hightower	Kennesaw, GA	2020-05-01
Suzanne Napolitano	Smithtown, NY	2020-05-01
Britt K Pearce	Kennesaw, GA	2020-05-01
Lorraine Tyrell	Marietta, GA	2020-05-01
James Musgrave	Kennesaw, GA	2020-05-01
Margaret Franklin	Kennesaw, GA	2020-05-01
Jean Myers	Kennesaw, GA	2020-05-01
Ostin Tan	Kennesaw, GA	2020-05-01
Jay and Julia Lauer	Kennesaw, GA	2020-05-01
James chang	Kennesaw, GA	2020-05-01
Shuwha Chang	Kennesaw, GA	2020-05-01
Anthony Taliercio	Smyrna, GA	2020-05-01
Claire Abdelshahid	Toronto, Canada	2020-05-01
Jo Ann Durham	Kennesaw, GA	2020-05-01
John Deveikis	Acworth, GA	2020-05-01
John Franks	Marietta, GA	2020-05-01
Phyllis Jones	Kennesaw, GA	2020-05-02
Patricia Campbell	Kennesaw, GA	2020-05-02
Marie Easley	Kennesaw, GA	2020-05-02

Name	Location	Date
Sherran Reeves	Kennesaw, GA	2020-05-02
Patricia Stamps	Kennesaw, GA	2020-05-02
Adam Kaluba	Burleson, TX	2020-05-02
Richard Easley	Kennesaw, GA	2020-05-02
Tim Pinder	Honolulu, HI	2020-05-02
Brenda Choi	Las Vegas, NV	2020-05-02
Shirley Stockton	Kennesaw, GA	2020-05-02

WEST 22

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U-CLUB

POLICE CALLS

u Club
3995 Frey Rd

Record List - Total:650

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
2003-0935	WELFARE CHECK	B	KENN	03:16:13 03/30/20	ACT	
2003-0640	THREATS	B	KENN	16:43:34 03/18/20	ACT	
2003-0623	CONTACT PERSON	B	KENN	02:43:21 03/18/20	ACT	
2003-0599	STOLEN VEHICLE	B	KENN	10:04:11 03/17/20	ACT	
2003-0597	DOMESTIC DISPUT	B	KENN	09:25:09 03/17/20	CLO	
2003-0428	VANDALISM/DAMAG	B	KENN	11:45:10 03/12/20	ACT	
2003-0374	AUTO ACCIDENT		KENN	22:34:32 03/10/20	CLO	
2003-0225	AUTO ACCIDENT	B	KENN	18:55:33 03/06/20	CLO	
2003-0134	CONTACT PERSON	B	KENN	13:22:19 03/04/20	ACT	
2002-0949	THEFT	B	KENN	13:31:02 02/27/20	CLO	
2002-0924	DOMESTIC DISPUT	B	KENN	18:35:13 02/26/20	ACT	
2002-0835	NOISE COMPLAINT		KENN	23:53:15 02/23/20	CLO	
2002-0806	NOISE COMPLAINT	B	KENN	02:57:47 02/23/20	ACT	
2002-0647	ILLEGAL PARKING		KENN	20:31:45 02/18/20	CLO	
2002-0515	NOISE COMPLAINT		KENN	00:45:42 02/15/20	CLO	
2002-0434	UNWELCOME VISIT	B	KENN	23:02:34 02/12/20	ACT	
2002-0237	AUTO ACCIDENT	B	KENN	15:44:22 02/07/20	CLO	
2002-0148	VANDALISM/DAMAG	B	KENN	11:47:50 02/05/20	ACT	
2002-0048	THEFT	B	KENN	16:31:33 02/02/20	ACT	
2001-1057	NOISE COMPLAINT	B	KENN	23:00:20 01/30/20	ACT	
2001-1051	NOISE COMPLAINT		KENN	20:36:25 01/30/20	CLO	
2001-0991	ILLEGAL PARKING		KENN	09:25:43 01/29/20	CLO	
2001-0979	NOISE COMPLAINT	B	KENN	23:17:41 01/28/20	ACT	
2001-0905	ILLEGAL DRUGS		KENN	02:07:24 01/27/20	UNF	
2001-0875	ROBBERY	B	KENN	00:04:50 01/26/20	ACT	
2002-0385	PERSON ARMED	B	KENN	00:04:00 01/26/20	ACT	WILLIAMS, MATTHEW EVAN
2001-0758	NOISE COMPLAINT	B	KENN	01:11:26 01/23/20	ACT	
2001-0757	NOISE COMPLAINT		KENN	00:17:14 01/23/20	UNF	
2001-0738	FORGERY	B	KENN	17:49:37 01/22/20	ACT	
2001-0699	THREATS	B	KENN	20:27:42 01/21/20	ACT	
2001-0616	ASSAULT	B	KENN	02:53:08 01/19/20	INA	
2001-0581	STOLEN VEHICLE	B	KENN	08:29:47 01/18/20	INA	
2001-0572	ALCOHOL VIOLATI	B	KENN	00:27:59 01/18/20	ACT	
2001-0569	NOISE COMPLAINT		KENN	23:58:30 01/17/20	CLO	
2001-0510	WELFARE CHECK	B	KENN	11:45:35 01/16/20	CLO	
2001-0509	AUTO ACCIDENT	B	KENN	10:40:23 01/16/20	CLO	
2001-0374	WELFARE CHECK	B	KENN	03:12:36 01/12/20	ACT	
2001-0372	BUSINESS DISPUT	B	KENN	01:34:10 01/12/20	ACT	
2001-0252	BUSINESS DISPUT	B	KENN	15:39:20 01/08/20	ACT	
2001-0231	ILLEGAL DRUGS	B	KENN	00:56:32 01/08/20	ACT	
2001-0223	HARASSING/OBSCE	B	KENN	18:07:59 01/07/20	CLO	
2001-0187	BUSINESS DISPUT	B	KENN	18:07:26 01/06/20	ACT	
2001-0066	FIGHT	B	KENN	01:01:10 01/03/20	INA	REFUSED,
1912-1014	VANDALISM/DAMAG		KENN	04:22:39 12/29/19	UNF	
1912-0858	CONTACT PERSON	B	KENN	10:51:05 12/24/19	CLO	
1912-0848	WELFARE CHECK	B	KENN	01:07:42 12/24/19	ACT	
1912-0737	PERSON SCREAMIN	B	KENN	02:09:48 12/21/19	ACT	
1912-0726	NOISE COMPLAINT		KENN	22:36:32 12/20/19	CLO	
1912-0718	MISSING PERSON	B	KENN	17:21:13 12/20/19	ACT	
1912-0606	Found Property	B	KENN	00:11:11 12/18/19	ACT	
1912-0506	WELFARE CHECK		KENN	06:05:06 12/15/19	UNF	
1912-0465	SICK CALL	B	KENN	05:23:25 12/14/19	ACT	
1912-0335	NOISE COMPLAINT		KENN	00:15:03 12/10/19	CLO	
1912-0218	NOISE COMPLAINT		KENN	01:44:41 12/07/19	CLO	
1912-0201	TRESPASSING	B	KENN	17:40:00 12/06/19	CAA	
1912-0180	UNWELCOME VISIT	B	KENN	10:30:51 12/06/19	ACT	

3995 Frey Rd

1912-0133	Found Property	B	KENN	10:06:36 12/05/19	CLO	WALKER, HANNAH VICTORIA
1912-0075	CONTACT PERSON	B	KENN	14:37:15 12/03/19	ACT	
1911-0986	CONTACT PERSON	B	KENN	10:13:11 11/26/19	CLO	
1911-0974	WELFARE CHECK	B	KENN	01:04:38 11/26/19	ACT	
1911-0962	CONTACT PERSON	B	KENN	16:30:06 11/25/19	ACT	
1911-0901	SUSPICIOUS PERS		KENN	21:41:20 11/23/19	UNF	
1911-0733	VANDALISM/DAMAG	B	KENN	15:45:42 11/19/19	ACT	
1911-0729	ILLEGAL PARKING		KENN	14:54:51 11/19/19	CLO	
1911-0726	VANDALISM/DAMAG	B	KENN	12:40:03 11/19/19	ACT	
1911-0710	ILLEGAL DRUGS		KENN	00:57:27 11/19/19	CLO	
1911-0648	CONTACT PERSON	B	KENN	16:17:15 11/17/19	ACT	
1911-0627	NOISE COMPLAINT	B	KENN	01:26:40 11/17/19	ACT	
1911-0593	ILLEGAL DRUGS		KENN	05:05:57 11/16/19	UNF	
1911-0284	BOLO		KENN	19:55:21 11/07/19	CLO	
1911-0087	NOISE COMPLAINT		KENN	01:58:49 11/03/19	CLO	
1911-0047	STEALING OF/FRO	B	KENN	04:11:00 11/02/19	INA	
1911-0044	DISCHARGING FIR	B	KENN	02:22:29 11/02/19	INA	
1911-0010	NOISE COMPLAINT		KENN	04:25:34 11/01/19	UNF	
1911-0007	WELFARE CHECK	B	KENN	03:25:47 11/01/19	ACT	
1911-0006	NOISE COMPLAINT		KENN	02:25:13 11/01/19	CLO	
1911-0004	NOISE COMPLAINT		KENN	01:17:09 11/01/19	CLO	
1911-0003	NOISE COMPLAINT		KENN	01:06:01 11/01/19	CLO	CALDWELL, CHLOE
1910-1069	NOISE COMPLAINT		KENN	23:18:53 10/30/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0913	FIRE		KENN	17:15:34 10/26/19	CLO	LEVIN, DANA
1910-0872	FORGERY	B	KENN	18:41:14 10/25/19	CLO	
1910-0835	VANDALISM/DAMAG	B	KENN	14:04:11 10/24/19	ACT	BAILEY, MADISON TAYLOR
1910-0732	WANTED PERSON		KENN	17:16:03 10/21/19	CNL	BAGWELL, STEPHEN PAUL
1910-0728	UNWELCOME VISIT	B	KENN	15:51:19 10/21/19	CAA	BROWN, JAMILES ANTUANE
1910-0706	HARASSING/OBSCE	B	KENN	00:18:04 10/21/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0678	SUSPICIOUS PERS	B	KENN	04:20:37 10/20/19	ACT	
1910-0668	NOISE COMPLAINT		KENN	00:07:08 10/20/19	CLO	
1910-0649	PERSON DRUNK	B	KENN	03:39:49 10/19/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0503	SUSPICIOUS AUTO	B	KENN	00:34:52 10/15/19	ACT	
1910-0502	PERSON DRUNK	B	KENN	00:02:35 10/15/19	ACT	
1910-0500	NOISE COMPLAINT		KENN	23:32:33 10/14/19	CLO	COBB COUNTY DISPATCH,
1910-0430	CONTACT PERSON		KENN	00:52:23 10/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0392	ILLEGAL DRUGS		KENN	01:22:36 10/12/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0341	HIT AND RUN	B	KENN	17:01:54 10/10/19	CLO	SMITH, ALIYAH
1910-0290	DISCHARGING FIR		KENN	22:43:15 10/08/19	UNF	KENNESAW STATE UNIVERSITY,
1910-0244	ILLEGAL PARKING		KENN	15:24:53 10/07/19	CLO	
1910-0224	WELFARE CHECK	B	KENN	02:47:07 10/07/19	ACT	
1910-0216	ILLEGAL DRUGS		KENN	17:18:51 10/06/19	CLO	THOMPSON, LUKE
1910-0113	THEFT	B	KENN	20:35:03 10/03/19	INA	
1910-0084	VANDALISM/DAMAG		KENN	03:42:58 10/03/19	CLO	
1910-0072	DISCHARGING FIR		KENN	22:26:23 10/02/19	UNF	BURNS, T
1909-1147	NOISE COMPLAINT		KENN	00:39:08 09/29/19	CLO	
1909-1143	NOISE COMPLAINT	B	KENN	23:20:56 09/28/19	CAA	

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1909-1106	WELFARE CHECK	B	KENN	02:13:38 09/28/19	ACT	
1909-1104	NOISE COMPLAINT		KENN	23:52:32 09/27/19	CLO	
1909-1090	SUSPICIOUS AUTO		KENN	18:49:19 09/27/19	CLO	PIERCE, MCKAYLA
1909-1062	NOISE COMPLAINT		KENN	01:21:24 09/27/19	UNF	
1909-1015	AUTO ACCIDENT	B	KENN	16:55:50 09/25/19	CLO	
1909-1011	AUTO ACCIDENT	B	KENN	13:41:28 09/25/19	CLO	COBB COUNTY DISPATCH,
1909-0999	AUTO ACCIDENT	B	KENN	06:37:20 09/25/19	CLO	COBB COUNTY DISPATCH,
1909-0918	THEFT	B	KENN	00:25:30 09/23/19	INA	
1909-0890	NOISE COMPLAINT		KENN	01:34:13 09/22/19	CLO	
1909-0686	NOISE COMPLAINT		KENN	23:27:49 09/16/19	CLO	COBB COUNTY DISPATCH,
1909-0673	CONTACT PERSON	B	KENN	17:21:32 09/16/19	CLO	
1909-0628	SUSPICIOUS PERS		KENN	17:30:43 09/15/19	CLO	PENLAND, TRAEVIN
1909-0625	VANDALISM/DAMAG		KENN	16:49:17 09/15/19	CLO	SMITH, ALEXIS DANASHIA
1909-0602	NOISE COMPLAINT		KENN	23:53:29 09/14/19	CLO	REFUSED,
1909-0567	VANDALISM/DAMAG	B	KENN	07:51:32 09/14/19	CLO	
1909-0544	VANDALISM/DAMAG	B	KENN	18:54:21 09/13/19	ACT	
1909-0519	VANDALISM/DAMAG	B	KENN	21:27:48 09/12/19	ACT	
1909-0500	CONTACT PERSON	B	KENN	10:44:49 09/12/19	CLO	KENT, SHANELLE ROSHELLE
1909-0391	VANDALISM/DAMAG	B	KENN	18:04:33 09/09/19	ACT	
1909-0331	HARASSING/OBSCE	B	KENN	15:10:57 09/08/19	INA	MCMULLEN, MYA
1909-0327	STEALING OF/FRO	B	KENN	13:12:59 09/08/19	INA	OVIEDO, SAMANTHA
1909-0306	NOISE COMPLAINT		KENN	00:19:13 09/08/19	CLO	TIGREEN, TIM
1909-0266	UNWELCOME VISIT	B	KENN	04:12:13 09/07/19	ACT	
1909-0129	VANDALISM/DAMAG	B	KENN	14:44:35 09/04/19	INA	WASHINGTON, ISAIAH
1909-0101	SUSPICIOUS PERS	B	KENN	22:19:39 09/03/19	ACT	
1909-0007	PERSON DRUNK	B	KENN	03:23:15 09/01/19	ACT	
1908-1236	NOISE COMPLAINT		KENN	01:34:11 08/31/19	CLO	KONKOV, ANTHONY MITCHELL
1908-1101	WELFARE CHECK		KENN	01:44:13 08/28/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-1002	VANDALISM/DAMAG	B	KENN	14:57:51 08/25/19	CLO	WHITE, BRIAN
1908-0986	NOISE COMPLAINT		KENN	03:36:33 08/25/19	UNF	
1908-0890	SUSPICIOUS PERS		KENN	00:54:29 08/23/19	CLO	PIERCE, MCKAYLA
1908-0888	SUICIDE ATTEMPT	B	KENN	22:27:16 08/22/19	ACT	
1908-0882	NOISE COMPLAINT		KENN	21:01:33 08/22/19	UNF	
1908-0666	NOISE COMPLAINT		KENN	02:30:58 08/18/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0664	NOISE COMPLAINT		KENN	00:46:44 08/18/19	CLO	
1908-0592	AUTO ACCIDENT	B	KENN	11:43:00 08/16/19	CLO	EUBANKS, MACKENZIE
1908-0533	AUTO ACCIDENT	B	KENN	16:00:36 08/14/19	CLO	
1908-0426	NOISE COMPLAINT		KENN	23:56:37 08/11/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0411	AUTO ACCIDENT	B	KENN	13:35:01 08/11/19	CLO	STURDIVANT, OCTAVIA E
1908-0039	SUSPICIOUS AUTO		KENN	01:20:19 08/02/19	CLO	
1907-1136	ILLEGAL DRUGS	B	KENN	17:51:52 07/31/19	ACT	WALKER, HANNAH VICTORIA
1907-0953	THEFT	B	KENN	16:24:41 07/26/19	INA	
1907-0915	DEMENTED PERSON	B	KENN	17:48:23 07/25/19	ACT	
1907-0621	DEMENTED PERSON	B	KENN	18:33:12 07/17/19	ACT	CONCERNED CITIZEN (DO NOT

3995 Frey Rd

						CHANGE), J
1907-0537	VANDALISM/DAMAG	B	KENN	15:42:26 07/15/19	INA	
1907-0458	NOISE COMPLAINT		KENN	01:38:10 07/13/19	CLO	
1907-0345	HARASSING/OBSCE	B	KENN	02:52:38 07/10/19	INA	SCHNEIDER, ARIEL WU
1907-0314	SUSPICIOUS PERS		KENN	01:26:55 07/09/19	CLO	MCGHEE, JEREMY QUANTEE
1907-0287	AUTO ACCIDENT	B	KENN	10:08:34 07/08/19	CLO	BELL,
1907-0281	NOISE COMPLAINT		KENN	04:03:02 07/08/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1907-0217	PERSON DRUNK	B	KENN	02:30:39 07/06/19	ACT	
1907-0191	ADMINISTRATIVE		KENN	15:41:58 07/05/19	CLO	FORSYTH COUNTY SO,
1906-1061	DOMESTIC DISPUT	B	KENN	00:39:04 06/28/19	ACT	
1906-0989	ILLEGAL DRUGS	B	KENN	23:32:04 06/25/19	CAA	MCGHEE, JEREMY QUANTEE
1906-0985	NOISE COMPLAINT		KENN	21:43:50 06/25/19	UNF	ARCHIE, TONI MICHELLE
1906-0834	SUSPICIOUS PERS		KENN	01:26:11 06/22/19	CLO	
1906-0771	BUSINESS DISPUT	B	KENN	18:45:33 06/20/19	ACT	PHILLIPS, MALIK
1906-0454	VANDALISM/DAMAG	B	KENN	14:43:50 06/12/19	ACT	
1906-0424	CONTACT PERSON	B	KENN	14:28:55 06/11/19	CLO	
1906-0204	WANTED PERSON	B	KENN	09:08:46 06/06/19	CAA	
1906-0108	NOISE COMPLAINT		KENN	23:54:42 06/03/19	CLO	REFUSED,
1906-0039	FIREWORKS		KENN	22:16:34 06/01/19	UNF	
1905-1236	BURGLARY	B	KENN	00:58:29 05/31/19	ACT	
1905-1152	ILLEGAL DRUGS	B	KENN	01:43:30 05/29/19	CAA	MCGHEE, JEREMY QUANTEE
1905-1148	ILLEGAL DRUGS	B	KENN	23:02:59 05/28/19	CLO	MORINARO, LOGAN
1905-1005	DEMENTED PERSON	B	KENN	12:36:27 05/25/19	CAA	KONKOV, ANTHONY
1905-0982	NOISE COMPLAINT		KENN	23:37:02 05/24/19	CLO	
1905-0910	NOISE COMPLAINT		KENN	21:54:23 05/22/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0828	AUTO ACCIDENT		KENN	19:19:45 05/20/19	CLO	REYNOLDS, DERRICK
1905-0776	NOISE COMPLAINT		KENN	19:17:20 05/19/19	CLO	
1905-0744	NOISE COMPLAINT		KENN	20:45:11 05/18/19	CLO	REFUSED,
1905-0622	SUSPICIOUS PERS		KENN	04:39:57 05/16/19	CLO	
1905-0618	WELFARE CHECK		KENN	00:30:55 05/16/19	CLO	
1905-0615	ILLEGAL DRUGS	B	KENN	22:16:06 05/15/19	CAA	REFUSED,
1905-0599	WELFARE CHECK	B	KENN	17:01:10 05/15/19	ACT	KENNEDY, ALLISON
1905-0577	NOISE COMPLAINT		KENN	00:03:19 05/15/19	CLO	REFUSED,
1905-0571	WELFARE CHECK		KENN	21:48:34 05/14/19	UNF	
1905-0379	BUSINESS DISPUT	B	KENN	11:54:15 05/10/19	ACT	
1905-0318	ILLEGAL DRUGS	B	KENN	22:19:46 05/08/19	ACT	
1905-0288	NOISE COMPLAINT		KENN	00:30:13 05/08/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0192	FIGHT	B	KENN	16:30:27 05/05/19	ACT	COURSHON, LAUREN
1905-0169	DEMENTED PERSON	B	KENN	05:05:55 05/05/19	ACT	
1905-0089	NOISE COMPLAINT		KENN	23:28:17 05/02/19	CLO	SALAKO, ADUNNI VASHTA
1904-1095	NOISE COMPLAINT		KENN	00:05:31 04/30/19	UNF	REFUSED,
1904-1083	AUTO ACCIDENT	B	KENN	18:47:42 04/29/19	CLO	
1904-0889	THREATS	B	KENN	08:56:41 04/25/19	CAA	SMITH, CASSIDY CAROLINE
1904-0881	SUSPICIOUS PERS	B	KENN	22:25:49 04/24/19	ACT	COBB COUNTY DISPATCH,

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1904-0793	AUTO ACCIDENT	B	KENN	15:45:06 04/22/19	ACT	
1904-0747	THEFT	B	KENN	12:41:30 04/21/19	CLO	KEITH, JASMINE
1904-0721	MISSING PERSON	B	KENN	16:19:06 04/20/19	CLO	
1904-0697	CONTACT PERSON	B	KENN	21:41:03 04/19/19	ACT	
1904-0623	NOISE COMPLAINT		KENN	02:27:22 04/18/19	UNF	
1904-0573	DOMESTIC DISPUT	B	KENN	07:30:47 04/17/19	CAA	COBB COUNTY DISPATCH,
1904-0476	DEMENTED PERSON	B	KENN	15:44:00 04/14/19	ACT	BRIDGES, EVAN LAWRENCE
1904-0456	NOISE COMPLAINT	B	KENN	00:17:51 04/14/19	ACT	
1904-0420	NOISE COMPLAINT		KENN	02:07:02 04/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1904-0419	ASSAULT	B	KENN	01:30:02 04/13/19	ECV	GATES, AUDRIANNA
1904-0418	STRANDED MOTORI		KENN	00:54:29 04/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1904-0408	WELFARE CHECK		KENN	20:28:53 04/12/19	CLO	
1904-0369	SUSPICIOUS PERS	B	KENN	03:52:56 04/12/19	ACT	BRIDGES, EVAN LAWRENCE
1904-0325	NOISE COMPLAINT		KENN	23:11:47 04/10/19	CLO	MULIDA, MADISON
1904-0233	DOMESTIC DISPUT	B	KENN	10:21:27 04/08/19	CAA	
1904-0080	VANDALISM/DAMAG	B	KENN	20:05:47 04/03/19	ACT	JARRETTE, DESI DE
1904-0078	SICK CALL	B	KENN	19:12:07 04/03/19	ACT	
1903-0825	NOISE COMPLAINT		KENN	01:38:20 03/24/19	CLO	
1903-0821	WELFARE CHECK		KENN	22:46:25 03/23/19	CLO	
1903-0757	WELFARE CHECK		KENN	04:56:24 03/22/19	UNF	
1903-0628	VANDALISM/DAMAG	B	KENN	16:05:08 03/18/19	CLO	
1903-0596	NOISE COMPLAINT		KENN	23:47:42 03/17/19	UNF	
1903-0595	DOMESTIC DISPUT		KENN	22:52:35 03/17/19	CLO	STEKETEE, N J
1903-0594	SUSPICIOUS PERS		KENN	22:22:56 03/17/19	UNF	U CLUB,
1903-0262	NOISE COMPLAINT		KENN	01:52:10 03/09/19	CLO	
1903-0261	NOISE COMPLAINT		KENN	01:36:45 03/09/19	CLO	
1903-0233	NOISE COMPLAINT		KENN	00:08:57 03/08/19	CLO	
1903-0203	WELFARE CHECK	B	KENN	03:00:58 03/07/19	ACT	COBB COUNTY DISPATCH,
1903-0164	THEFT	B	KENN	17:23:17 03/05/19	INA	MASSIE, TOBIN
1903-0140	MISSING PERSON	B	KENN	19:59:28 03/04/19	CLO	COURSHON, LAUREN
1903-0114	SICK CALL		KENN	22:52:27 03/03/19	CLO	COBB COUNTY DISPATCH,
1903-0091	NOISE COMPLAINT		KENN	04:02:08 03/03/19	UNF	
1902-0850	ALARM-AUDIBLE	B	KENN	23:55:32 02/24/19	ACT	DIGITAL TECHNOLOGIES,
1902-0842	AUTO ACCIDENT	B	KENN	19:40:01 02/24/19	CLO	
1902-0657	BURGLARY	B	KENN	11:16:16 02/19/19	INA	ROSENBERG, JARED
1902-0512	ILLEGAL DRUGS		KENN	15:15:14 02/14/19	UNF	KONKOV, ANTHONY
1902-0442	THEFT	B	KENN	17:21:32 02/12/19	CAA	HODGES, CIARA L
1902-0403	NOISE COMPLAINT	B	KENN	22:47:12 02/11/19	ACT	UCLUB,
1902-0394	STEALING OF/FRO	B	KENN	18:19:36 02/11/19	ACT	SMITH, GABRIELLE CHRISTINE
1902-0171	BUSINESS DISPUT		KENN	11:54:54 02/05/19	CLO	RYDER, JACOB
1901-1032	SUSPICIOUS PERS		KENN	23:50:38 01/28/19	CLO	
1901-0999	ALARM-AUDIBLE		KENN	06:49:04 01/28/19	CLO	
1901-0965	SUSPICIOUS AUTO		KENN	01:37:25 01/27/19	CLO	BOBO, NICHOLAS L
1901-0964	NOISE COMPLAINT		KENN	01:08:29 01/27/19	CLO	COBB COUNTY DISPATCH,

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1901-0939	WELFARE CHECK	B	KENN	09:31:19 01/26/19	CLO	
1901-0911	STEALING OF/FRO	B	KENN	16:42:45 01/25/19	ACT	BROCKMANN, LAURA M
1901-0867	NOISE COMPLAINT		KENN	19:51:50 01/24/19	CLO	COBB COUNTY DISPATCH,
1901-0764	ALARM-AUDIBLE		KENN	09:16:25 01/21/19	UNF	UCLUB,
1901-0757	ALARM-AUDIBLE	B	KENN	01:57:01 01/21/19	ACT	
1901-0678	ALARM-AUDIBLE		KENN	20:55:37 01/18/19	CLO	DIGITAL TECHNOLOGIES,
1901-0652	PERSON DRUNK	B	KENN	04:06:40 01/18/19	ACT	
1901-0617	HIT AND RUN	B	KENN	00:26:12 01/17/19	CAA	HWANG, GILYEON
3621	HIT AND RUN		MTTA	00:26:12 01/17/19	ACT	HWANG, GILYEON
1901-0616	SUICIDE ATTEMPT	B	KENN	23:28:32 01/16/19	ACT	KSU PD,
1901-0569	VANDALISM/DAMAG	B	KENN	22:26:10 01/15/19	ACT	
1901-0414	ALARM-AUDIBLE	B	KENN	18:09:56 01/11/19	ACT	DIGITAL TECHNOLOGY,
1901-0361	THEFT	B	KENN	11:38:49 01/10/19	INA	BARBER, FARRELL
1901-0344	NOISE COMPLAINT		KENN	00:58:15 01/10/19	CLO	
1901-0330	AUTO ACCIDENT	B	KENN	16:25:08 01/09/19	CLO	COBB COUNTY DISPATCH,
1901-0311	WELFARE CHECK		KENN	22:59:28 01/08/19	CLO	COBB COUNTY DISPATCH,
1812-1019	SUSPICIOUS AUTO	B	KENN	13:23:28 12/29/18	CLO	
1812-0820	ALARM-AUDIBLE	B	KENN	19:43:21 12/22/18	ACT	DIGITAL TECHNOLOGY,
1812-0805	STEALING OF/FRO	B	KENN	09:01:23 12/22/18	INA	MOSES, TASHAYLA
1812-0777	THEFT	B	KENN	15:00:32 12/21/18	ACT	ARROYO-ROIG, GABRIEL A
3591	SICK CALL		CCPD	01:08:36 12/17/18	ACT	COBB COUNTY DISPATCH,
1812-0598	SICK CALL	B	KENN	01:08:36 12/17/18	ACT	COBB COUNTY DISPATCH,
1812-0401	DEMENTED PERSON	B	KENN	13:01:25 12/11/18	ACT	WARD, SIRLANEY
3584	AUTO ACCIDENT		CCPD	10:29:03 12/11/18	ACT	
1812-0387	NOISE COMPLAINT		KENN	20:28:50 12/10/18	CLO	
1812-0273	SUSPICIOUS PERS	B	KENN	04:55:04 12/08/18	ACT	KONTE, MBARE
1812-0272	PERSON INJURED	B	KENN	04:15:24 12/08/18	CAA	DOTSON, CODY P
1812-0270	NOISE COMPLAINT		KENN	03:39:35 12/08/18	CLO	BASS, KLARK
1811-0973	WELFARE CHECK	B	KENN	01:40:12 11/28/18	ACT	COBB COUNTY DISPATCH,
3572	BUSINESS DISPUT		CCPD	15:05:08 11/26/18	ACT	
1811-0921	HARASSING/OBSCE	B	KENN	15:05:08 11/26/18	CLO	
1811-0893	BOLO		KENN	02:16:27 11/26/18	CLO	COBB COUNTY DISPATCH,
1811-0625	SUSPICIOUS PERS	B	KENN	23:14:36 11/16/18	ACT	MCDUFFIE, CHRISTINA
1811-0459	CONTACT PERSON	B	KENN	02:39:30 11/13/18	ACT	JOACHIM, NASIR DAQUAN
1811-0180	STREET HAZARD		KENN	10:57:52 11/05/18	UNF	
1811-0162	NOISE COMPLAINT	B	KENN	01:13:46 11/05/18	ACT	
1811-0139	SUSPICIOUS PERS		KENN	03:03:25 11/04/18	CLO	
1811-0048	PERSON SCREAMIN		KENN	23:35:09 11/01/18	CLO	COBB CO DISPATCH,
1810-1016	BUSINESS DISPUT	B	KENN	03:18:31 10/28/18	ACT	COBB COUNTY DISPATCH,
1810-1004	NOISE COMPLAINT		KENN	21:50:29 10/27/18	CLO	U CLUB,
1810-0902	STEALING OF/FRO	B	KENN	10:45:12 10/25/18	INA	MCDUFFIE, CHRISTINA
1810-0871	VANDALISM/DAMAG	B	KENN	09:54:34 10/24/18	ACT	
1810-0825	WELFARE CHECK	B	KENN	00:57:32 10/23/18	ACT	
1810-0799	CONTACT PERSON	B	KENN	11:38:44 10/22/18	ACT	
1810-0779	WELFARE CHECK		KENN	16:59:31 10/21/18	CLO	
1810-0739	VANDALISM/DAMAG	B	KENN	16:15:01 10/20/18	ACT	COBB COUNTY

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1810-0686	UNWELCOME VISIT	B	KENN	06:37:53 10/19/18	ACT	DISPATCH, COBB COUNTY
1810-0572	NOISE COMPLAINT		KENN	00:06:47 10/16/18	CLO	DISPATCH, MALONEY, FRANKLYN
1810-0571	NOISE COMPLAINT		KENN	23:45:58 10/15/18	CLO	TAYLOR, SARAH ELIZABETH
1810-0446	CONTACT PERSON	B	KENN	14:21:53 10/12/18	ACT	MEADE, MATTHEW G
1810-0444	CONTACT PERSON		KENN	13:56:37 10/12/18	CLO	
1810-0416	CONTACT PERSON		KENN	22:31:51 10/11/18	CLO	
1810-0391	STEALING OF/FRO	B	KENN	15:02:12 10/11/18	INA	FORLINI, CHASE
1810-0302	FIREWORKS		KENN	19:33:40 10/09/18	CLO	THORNE, MIRANDS
1810-0142	FORGERY	B	KENN	09:35:50 10/05/18	ACT	WIGGINS, MIYA
1810-0126	THEFT	B	KENN	20:18:14 10/04/18	UNF	BARRY, JACOB
1810-0109	DOMESTIC DISPUT	B	KENN	12:43:42 10/04/18	CAA	COBB COUNTY DISPATCH,
1810-0092	AUTO ACCIDENT		KENN	17:57:25 10/03/18	CLO	
1810-0064	VANDALISM/DAMAG	B	KENN	16:34:58 10/02/18	CLO	
1809-1117	PERSON SCREAMIN		KENN	04:11:28 09/30/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-1054	DISORDERLY PERS	B	KENN	19:59:14 09/28/18	CAA	
1809-1029	VANDALISM/DAMAG	B	KENN	10:19:20 09/28/18	ACT	STARKS, ARRIEL
1809-0845	NOISE COMPLAINT		KENN	23:03:49 09/22/18	CLO	COBB COUNTY DISPATCH,
1809-0765	CONTACT PERSON	B	KENN	13:44:29 09/21/18	CLO	WILLIS, KAITLYN
1809-0440	SICK CALL	B	KENN	18:32:46 09/13/18	CLO	
1809-0420	VANDALISM/DAMAG	B	KENN	10:24:16 09/13/18	ACT	RUNEARE, SAVANAH MAE
1809-0418	VANDALISM/DAMAG	B	KENN	10:00:32 09/13/18	ACT	
1809-0409	CONTACT PERSON	B	KENN	23:45:44 09/12/18	ACT	LUCAS, DESTINY
1809-0336	WELFARE CHECK	B	KENN	00:44:05 09/11/18	ACT	
1809-0334	ALARM-AUDIBLE	B	KENN	23:36:10 09/10/18	ACT	U CLUB,
1809-0194	NOISE COMPLAINT		KENN	20:16:36 09/06/18	CLO	
1809-0030	UNWELCOME VISIT		KENN	00:43:28 09/02/18	CNL	
1809-0002	NOISE COMPLAINT		KENN	00:47:59 09/01/18	CLO	
1808-1185	ILLEGAL DRUGS	B	KENN	23:57:33 08/31/18	CAA	
1808-1175	HIT AND RUN	B	KENN	20:23:57 08/31/18	CLO	SNOWDEN, AARON MATTHEW
1808-0969	AUTO ACCIDENT	B	KENN	11:41:58 08/27/18	CLO	COBB COUNTY DISPATCH,
1808-0927	THEFT	B	KENN	15:35:56 08/26/18	INA	BELL, JESSICA DALLAS
1808-0654	BOLO		KENN	19:57:48 08/19/18	CLO	COBB COUNTY DISPATCH,
1808-0617	NOISE COMPLAINT		KENN	22:18:58 08/18/18	UNF	
1808-0519	AUTO ACCIDENT	B	KENN	15:22:22 08/16/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1808-0468	AUTO ACCIDENT	B	KENN	19:57:04 08/14/18	CLO	BASS, KLARKE
1808-0372	AUTO ACCIDENT	B	KENN	13:22:38 08/12/18	CLO	MARQUES, SYDNEY
1808-0225	WELFARE CHECK	B	KENN	00:32:01 08/08/18	CLO	
1808-0075	BUSINESS DISPUT	B	KENN	09:27:34 08/03/18	ACT	NAYLOR, KEION
1807-0896	ASSAULT	B	KENN	14:13:25 07/23/18	ACT	
1807-0814	NOISE COMPLAINT		KENN	17:50:39 07/21/18	CLO	
1807-0732	WELFARE CHECK		KENN	22:05:52 07/19/18	UNF	REFUSED,
1807-0549	ROBBERY	B	KENN	22:45:23 07/14/18	INA	
1807-0293	ILLEGAL DRUGS	B	KENN	00:02:17 07/08/18	CAA	
1807-0168	ROBBERY	B	KENN	10:14:15 07/05/18	CAA	JOSEPH, DODLEY CHON
1806-1026	BUSINESS DISPUT	B	KENN	02:26:14 06/26/18	ACT	CULLEN,

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						GABRIELLE
1806-0926	NOISE COMPLAINT		KENN	04:26:20 06/23/18	CLO	
1806-0899	HARASSING/OBSCE	B	KENN	12:35:25 06/22/18	INA	COBB COUNTY DISPATCH,
1806-0785	CONTACT PERSON		KENN	14:33:45 06/19/18	CLO	
1806-0695	ILLEGAL DRUGS	B	KENN	01:25:57 06/17/18	ACT	
1806-0671	AUTO ACCIDENT	B	KENN	17:36:40 06/16/18	CLO	LEDYARD, ANN
1806-0521	NOISE COMPLAINT	B	KENN	01:34:59 06/13/18	CLO	U CLUB,
1806-0147	HIT AND RUN	B	KENN	12:13:14 06/04/18	CLO	DALTON, DYLAN
1806-0127	NOISE COMPLAINT		KENN	22:58:39 06/03/18	CLO	U CLUB,
1806-0051	THEFT	B	KENN	11:13:31 06/02/18	INA	WILLIAMS, CHRISTOPER
1805-1176	UNWELCOME VISIT	B	KENN	22:17:57 05/30/18	ACT	KING, AMBER
1805-1121	FORGERY	B	KENN	20:11:18 05/29/18	CLO	
1805-0938	UNWELCOME VISIT	B	KENN	03:20:12 05/24/18	CAA	
1805-0512	WELFARE CHECK	B	KENN	10:10:47 05/13/18	ACT	JENKINS-OWENS, BELINDA
1805-0325	VANDALISM/DAMAG	B	KENN	16:53:42 05/09/18	CLO	
1805-0272	WELFARE CHECK		KENN	23:48:46 05/07/18	CNL	
1805-0191	NOISE COMPLAINT		KENN	01:33:37 05/06/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-1017	AUTO ACCIDENT	B	KENN	17:49:16 04/26/18	CLO	
1804-0904	VANDALISM/DAMAG	B	KENN	19:15:44 04/23/18	INA	BOLES, SETH
1804-0891	HIT AND RUN	B	KENN	14:20:11 04/23/18	CLO	MERRIMAN, LILY JAY
1804-0868	WELFARE CHECK	B	KENN	17:53:20 04/22/18	CLO	
1805434	WELFARE CHECK		AWTH	17:53:20 04/22/18		
1804-0843	CONTACT PERSON	B	KENN	22:48:48 04/21/18	ACT	U CLUB,
1804-0698	AUTO ACCIDENT	B	KENN	18:36:39 04/18/18	CLO	
1804-0530	UNWELCOME VISIT	B	KENN	14:48:47 04/14/18	ACT	COBB COUNTY DISPATCH,
1804-0487	DOMESTIC DISPUT		KENN	17:04:12 04/13/18	CLO	REFUSED,
1804-0332	ILLEGAL DRUGS	B	KENN	21:36:18 04/09/18	CAA	
1803-0967	ALARM-AUDIBLE	B	KENN	01:39:37 03/27/18	ACT	DIGITAL TECHNOLOGIES,
1803-0628	NOISE COMPLAINT	B	KENN	00:46:29 03/18/18	ACT	COBB COUNTY DISPATCH,
1803-0535	UNWELCOME VISIT	B	KENN	18:09:27 03/15/18	CLO	NGALLEY, PAUL
1803-0464	NOISE COMPLAINT		KENN	00:58:45 03/14/18	UNF	
1803-0265	ANIMAL INVESTIG		KENN	01:03:02 03/08/18	UNF	COBB COUNTY DISPATCH,
1803-0259	HARASSING/OBSCE	B	KENN	22:22:04 03/07/18	INA	NGALLE, PAUL N
1803-0247	911 HANGUP		KENN	15:36:12 03/07/18	CLO	
1803-0188	CONTACT PERSON		KENN	12:32:57 03/06/18	CLO	
1803-0161	CONTACT PERSON		KENN	10:35:14 03/05/18	CLO	ISAAK, MARTIN T
1803-0037	NOISE COMPLAINT		KENN	01:56:40 03/02/18	CLO	CARPIO, ANDREA
1802-0852	ALCOHOL VIOLATI	B	KENN	02:09:06 02/24/18	CAA	MOTON, ALEXANDRIA ELIZABETH-CARLL
1802-0851	NOISE COMPLAINT		KENN	01:41:44 02/24/18	CLO	COBB COUNTY DISPATCH,
1802-0748	AUTO ACCIDENT	B	KENN	17:51:32 02/21/18	CLO	EGONA, NICHOLAS
1802-0697	STEALING OF/FRO	B	KENN	10:15:55 02/20/18	CLO	
1802-0694	STEALING OF/FRO	B	KENN	08:52:26 02/20/18	INA	
1802-0677	DOMESTIC STANDB	B	KENN	16:14:40 02/19/18	ACT	VARGAS, ARYANA
1802-0610	FORGERY	B	KENN	11:16:40 02/17/18	CLO	BROWN, SHAVON
1802-0556	DRUNK IN AUTO	B	KENN	02:11:42 02/16/18	ACT	MALONEY, FRANKLYN
1802-0546	DEMENTED PERSON	B	KENN	21:06:56 02/15/18	CLO	COBB COUNTY DISPATCH,
1802-0510	RAPE	B	KENN	01:39:30 02/15/18	UNF	ATLANTA POLICE DISPATCH,

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1802-0448	WELFARE CHECK	B	KENN	16:42:34 02/13/18	ACT	WILSON, LATRICE LANAE
1802-0385	VANDALISM/DAMAG	B	KENN	14:30:08 02/11/18	INA	OUTHAVOUMG, AUSTIN
3446	ANIMAL INVESTIG		CCPD	13:48:50 02/10/18	ACT	COBB COUNTY DISPATCH,
1802-0349	ANIMAL INVESTIG		KENN	13:48:50 02/10/18	CLO	COBB COUNTY DISPATCH,
1802-0339	NOISE COMPLAINT		KENN	01:39:22 02/10/18	CLO	MULIDA, MADISON
1802-0066	AUTO ACCIDENT		KENN	11:59:16 02/02/18	CLO	
1802-0005	DOMESTIC DISPUT	B	KENN	04:11:30 02/01/18	ACT	WILLIAMS, OLIVIA
1801-0997	STRANDED MOTORI		KENN	08:53:21 01/29/18	CLO	COBB COUNTY DISPATCH,
1801-0949	DOMESTIC DISPUT	B	KENN	14:39:14 01/27/18	ACT	COBB COUNTY DISPATCH,
1801-0925	HIT AND RUN	B	KENN	22:12:17 01/26/18	INA	ROSS, JOHN
1801-0885	UNWELCOME VISIT		KENN	21:53:47 01/25/18	CNL	U CLUB,
1801091	UNWELCOME VISIT		AWTH	21:53:47 01/25/18		U CLUB,
1801-0884	BUSINESS DISPUT	B	KENN	21:53:21 01/25/18	ACT	BUCHANAN, KAYA
1801-0798	ILLEGAL PARKING		KENN	15:30:54 01/23/18	CLO	
1801-0740	UNWELCOME VISIT		KENN	22:22:14 01/21/18	CLO	BUCHANAN, TEHYA ISABELLA
1801-0592	ALARM-AUDIBLE	B	KENN	18:16:06 01/17/18	ACT	DIGITAL TECHNOLOGIES,
1801-0588	VANDALISM/DAMAG	B	KENN	15:21:30 01/17/18	INA	
1801-0471	DOMESTIC DISPUT	B	KENN	20:57:34 01/13/18	ACT	COBB COUNTY DISPATCH,
1801-0388	NOISE COMPLAINT		KENN	01:39:39 01/12/18	CLO	REFUSED,
3435	VANDALISM/DAMAG		CCPD	13:33:16 01/11/18	ACT	WILLIAMS, OLIVIA
1801-0358	VANDALISM/DAMAG		KENN	13:33:16 01/11/18	CLO	WILLIAMS, OLIVIA
1801-0347	SICK CALL	B	KENN	05:14:15 01/11/18	CLO	COBB COUNTY DISPATCH,
1801-0291	ILLEGAL DRUGS		KENN	16:31:24 01/09/18	UNF	SEYMOUR, JACOB
1801-0281	VANDALISM/DAMAG	B	KENN	11:09:08 01/09/18	ACT	WILLIAMS, OLIVIA JENISE
1801-0189	UNWELCOME VISIT	B	KENN	11:09:44 01/06/18	ACT	UCLUB,
1712-1148	BUSINESS DISPUT		KENN	12:26:08 12/30/17	UNF	STARR, GLENN CURTISS
1712-1140	PERSON DOWN	B	KENN	04:03:21 12/30/17	ACT	COBB COUNTY,
1712-1133	SUSPICIOUS PERS		KENN	22:59:03 12/29/17	CLO	GATES, AUDRIANNA
1712-0944	FIGHT	B	KENN	10:36:25 12/23/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1712-0935	VANDALISM/DAMAG	B	KENN	05:10:19 12/23/17	CAA	HARRISON, TARONDA
1712-0925	DEMENTED PERSON	B	KENN	22:32:07 12/22/17	ACT	COBB COUNTY DISPATCH,
1712-0880	CONTACT PERSON		KENN	19:07:55 12/21/17	CLO	WORTHY, TAMARA*
1712-0532	STEALING OF/FRO	B	KENN	20:14:08 12/12/17	INA	COBB COUNTY DISPATCH,
1712-0498	WELFARE CHECK		KENN	18:42:33 12/11/17	CLO	COBB COUNTY DISPATCH,
1712-0380	DOMESTIC DISPUT	B	KENN	21:32:32 12/08/17	CAA	
1712-0279	ASSAULT	B	KENN	10:55:23 12/07/17	INA	BLACKSHEAR, DE'CHONTE MALIAH
1712-0150	HARASSING/OBSCE	B	KENN	12:27:49 12/04/17	ACT	
1712-0109	HARASSING/OBSCE	B	KENN	01:49:35 12/03/17	CLO	
1712-0105	NOISE COMPLAINT		KENN	00:24:36 12/03/17	UNF	COBB COUNTY,
1712-0056	NOISE COMPLAINT		KENN	01:39:03 12/02/17	CLO	COBB COUNTY DISPATCH,
1712-0049	UNWELCOME VISIT	B	KENN	21:42:14 12/01/17	CLO	CONCERNED

3195 Frey Rd

						CITIZEN (DO NOT CHANGE), J
1711-1127	WELFARE CHECK		KENN	19:39:26 11/30/17	CLO	COBB COUNTY,
1711-0978	AUTO ACCIDENT		KENN	15:06:54 11/26/17	CLO	
1711-0837	CONTACT PERSON		KENN	07:47:46 11/22/17	CLO	
1711-0833	SUSPICIOUS PERS	B	KENN	01:32:33 11/22/17	CLO	LINCH, SIERRA
1711-0809	STEALING OF/FRO	B	KENN	14:03:24 11/21/17	INA	
1711-0801	STEALING OF/FRO	B	KENN	10:15:27 11/21/17	INA	LYNCH, CIERA NICOLE
1711-0628	WANTED PERSON		KENN	23:12:00 11/16/17	CLO	POLICARPIO, LIGAYA SARBIDA
1711-0523	WANTED PERSON	B	KENN	14:48:36 11/14/17	CAA	
1711-0500	NOISE COMPLAINT		KENN	23:25:08 11/13/17	UNF	COBB COUNTY DISPATCH,
1711-0387	UNWELCOME VISIT	B	KENN	18:57:59 11/10/17	ACT	BLACKSHEAI, DESCHONTE
1711-0333	CONTACT PERSON	B	KENN	14:52:59 11/09/17	ACT	
1711-0332	DISORDERLY PERS	B	KENN	14:51:39 11/09/17	CAA	
1711-0318	PERSON DRUNK		KENN	07:29:01 11/09/17	CLO	COBB COUNTY DISPATCH,
1711-0294	BURGLARY	B	KENN	12:22:57 11/08/17	CAA	ERVIN, VINCENT
1711-0279	THEFT	B	KENN	20:50:34 11/07/17	INA	RASA, BRENTON
1711-0276	CONTACT PERSON		KENN	19:12:20 11/07/17	CLO	COBB COUNTY DISPATCH,
3413	STEALING OF/FRO		CCPD	16:48:33 11/07/17	ACT	HOWARD, LAYLA ROSE
1711-0270	STEALING OF/FRO	B	KENN	16:48:33 11/07/17	INA	HOWARD, LAYLA ROSE
3411	THEFT		CCPD	13:27:54 11/07/17	ACT	COBB COUNTY DISPATCH,
1711-0256	THEFT		KENN	13:27:54 11/07/17	CLO	COBB COUNTY DISPATCH,
1711-0250	STEALING OF/FRO		KENN	12:36:44 11/07/17	CLO	
1711-0174	ASSAULT	B	KENN	05:06:18 11/05/17	INA	
1711-0165	NOISE COMPLAINT		KENN	21:20:03 11/04/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1711-0131	FIGHT		KENN	00:22:50 11/04/17	CLO	
1711-0063	VANDALISM/DAMAG	B	KENN	15:47:48 11/02/17	ACT	JONES, NIGEL
1711-0042	SUSPICIOUS PERS		KENN	23:34:59 11/01/17	CLO	COBB COUNTY DISPATCH,
1710-1204	NOISE COMPLAINT		KENN	22:44:41 10/29/17	CLO	REFUSED,
3408	CONTACT PERSON		CCPD	19:42:03 10/29/17	ACT	HUFF, TONIKA
1710-1199	CONTACT PERSON	B	KENN	19:42:03 10/29/17	ACT	HUFF, TONIKA
1710-1149	NOISE COMPLAINT		KENN	04:09:11 10/28/17	CLO	ANONYMOUS,
3406	NOISE COMPLAINT		KSU	01:24:33 10/28/17	ACT	COBB COUNTY DISPATCH,
1710-1111	911 HANGUP	B	KENN	14:41:43 10/27/17	ACT	UCLUB,
1710-0997	WELFARE CHECK		KENN	21:57:17 10/24/17	CLO	U CLUB,
1710-0983	STOLEN VEHICLE		KENN	15:36:27 10/24/17	CNL	COBB COUNTY DISPATCH,
1710-0879	VANDALISM/DAMAG	B	KENN	23:11:08 10/21/17	ACT	
1710-0860	AUTO ACCIDENT	B	KENN	14:03:31 10/21/17	CLO	
1710-0857	ASSAULT	B	KENN	13:33:13 10/21/17	INA	Rawls Gardner, Antasia
1710-0777	SUSPICIOUS PERS		KENN	23:22:13 10/19/17	CLO	REFUSED,
1710-0737	AUTO ACCIDENT	B	KENN	22:55:22 10/18/17	CLO	PEARSON, JASMINE
1710-0699	CONTACT PERSON		KENN	00:05:55 10/18/17	CLO	COBB COUNTY DISPATCH,
1710-0658	ILLEGAL PARKING		KENN	22:17:26 10/16/17	CLO	U CLUB,
1710-0649	FIGHT	B	KENN	17:51:58 10/16/17	ACT	SKLAR, NICOLE DAWN
1710-0587	NOISE COMPLAINT		KENN	23:59:10 10/14/17	CLO	CONCERNED

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						CITIZEN (DO NOT CHANGE), J
1710-0548	WANTED PERSON	B	KENN	01:52:56 10/14/17	CAA	SBALDIGI, G
1710-0546	NOISE COMPLAINT		KENN	00:30:41 10/14/17	CLO	COBB COUNTY DISPATCH,
1710-0489	NOISE COMPLAINT	B	KENN	23:13:55 10/12/17	ACT	
1710-0398	BURGLAR IN RESI	B	KENN	22:28:35 10/10/17	CAA	SILVERBERG, NIKOLAS
1710-0395	FIGHT		KENN	21:19:09 10/10/17	CLO	STEELE, KAIT
1710-0382	BUSINESS DISPUT	B	KENN	17:36:36 10/10/17	CLO	
1710-0309	CONTACT PERSON		KENN	22:50:51 10/08/17	CLO	LOCKAMY, SAMANTHA SHEA
1710-0245	SUSPICIOUS PERS		KENN	02:37:22 10/07/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0244	NOISE COMPLAINT		KENN	00:57:06 10/07/17	CLO	THOMAS, GRAYSON
1710-0135	BUSINESS DISPUT	B	KENN	16:13:23 10/04/17	ACT	SPLENSKI, SIOMARA
1710-0115	HARASSING/OBSCE	B	KENN	21:23:27 10/03/17	CLO	TRIMIAR, TAYLOR NICOLE
1710-0096	DEMENTED PERSON	B	KENN	13:52:33 10/03/17	ACT	COBB COUNTY DISPATCH,
1710-0035	NOISE COMPLAINT		KENN	16:48:44 10/01/17	CLO	REFUSED,
1709-1258	ALCOHOL VIOLATI	B	KENN	17:57:54 09/30/17	CAA	JACKSON, ALISA
1709-1211	HARASSING/OBSCE	B	KENN	16:33:18 09/29/17	INA	HAUSBURG, VICTORIA ASHTON
1709-1178	NOISE COMPLAINT		KENN	23:50:46 09/28/17	CLO	ANONYMOUS,
1709-1106	VANDALISM/DAMAG	B	KENN	09:09:03 09/27/17	ACT	PHILLIPS, TYLER
1709-0989	NOISE COMPLAINT		KENN	23:42:27 09/23/17	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0863	ILLEGAL DRUGS	B	KENN	00:09:14 09/21/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0720	SUSPICIOUS PERS	B	KENN	21:24:02 09/17/17	CAA	BELLS, JENNIFER
1709-0684	NOISE COMPLAINT		KENN	00:57:33 09/17/17	CLO	PRICE, SHANISE
1709-0589	BURGLARY	B	KENN	04:07:31 09/15/17	CAA	PLASCENCIA, SIOMARA
1709-0267	VANDALISM/DAMAG	B	KENN	15:51:43 09/07/17	ACT	HOWARD, RACHEAL
1709-0143	BUSINESS DISPUT		KENN	01:18:18 09/04/17	CLO	BRYAN, SANI
3385	NOISE COMPLAINT		KSU	00:31:11 09/03/17	ACT	ANONYMOUS,
1708-1351	ILLEGAL DRUGS		KENN	16:05:55 08/31/17	CLO	SWANSON, JORDAN
1708-1331	PERSON SCREAMIN	B	KENN	04:31:15 08/31/17	CLO	U CLUB,
1708-1286	THREATS	A	KENN	20:19:18 08/29/17	INA	FLOWERS, EMILY
1708-1284	VANDALISM/DAMAG	B	KENN	18:14:08 08/29/17	ACT	SMITH, HANNA
1708-1042	VANDALISM/DAMAG	B	KENN	19:43:18 08/24/17	ACT	MOORE, JORDAN
1708-0997	ILLEGAL DRUGS		KENN	18:19:12 08/23/17	CLO	REFUSED,
1708-0821	ALCOHOL VIOLATI	B	KENN	02:12:36 08/19/17	ACT	MCCONNELL, DUSTIN MICHAEL
1708-0818	NOISE COMPLAINT		KENN	00:54:19 08/19/17	CLO	WARECH, BRETT
1708-0760	NOISE COMPLAINT		KENN	00:59:38 08/18/17	CLO	REFUSED,
1708-0570	THEFT	B	KENN	18:19:11 08/13/17	INA	SPEESE, ERIC NOLAN
1708-0568	THEFT	B	KENN	17:49:33 08/13/17	INA	
1708-0462	CONTACT PERSON		KENN	14:15:50 08/11/17	UNF	
1708-0455	FOUND PROPERTY	B	KENN	12:43:42 08/11/17	ACT	OXFORD, SHANA
1708-0228	SUSPICIOUS PERS	B	KENN	21:59:12 08/05/17	ACT	MCDONALD, CELESTE
3364	BUSINESS DISPUT		CCPD	20:37:30 07/29/17	ACT	GLENN, TENNA
1707-1269	BUSINESS DISPUT		KENN	20:37:30 07/29/17	CLO	GLENN, TENNA
1707-1262	THEFT	B	KENN	15:08:11 07/29/17	CLO	TERRY, REBECCA

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1707-1228	ILLEGAL DRUGS		KENN	17:48:52 07/28/17	UNF	THRELKELD, MARY
1707-1093	BOLO	B	KENN	19:58:09 07/25/17	CLO	COBB COUNTY DISPATCH,
3360	DISCHARGING FIR		KSU	22:35:15 07/22/17	ACT	COBB COUNTY DISPATCH,
3359	WELFARE CHECK		CCPD	21:38:56 07/22/17	ACT	COBB COUNTY DISPATCH,
1707-0977	WELFARE CHECK		KENN	21:38:56 07/22/17	CLO	COBB COUNTY DISPATCH,
1707-0897	UNWELCOME VISIT	B	KENN	02:11:47 07/21/17	ACT	OBRIEN, M
1707-0894	UNWELCOME VISIT	B	KENN	01:03:13 07/21/17	ACT	TOWNSELL, KAITLYN
3355	TRESPASSING		CCPD	16:30:49 07/18/17	ACT	OXFORD, SHANA
1707-0807	TRESPASSING	B	KENN	16:30:49 07/18/17	ACT	OXFORD, SHANA
1707-0776	BUSINESS DISPUT	B	KENN	01:05:44 07/18/17	ACT	COBB COUNTY DISPATCH,
1707-0610	THEFT	B	KENN	23:44:15 07/13/17	CAA	
1707-0568	THEFT	B	KENN	10:44:47 07/13/17	ACT	TOWNSELL, KAITLYN
1707-0515	NOISE COMPLAINT		KENN	22:18:07 07/11/17	UNF	COBB COUNTY DISPATCH,
1707-0468	DISCHARGING FIR		KENN	00:10:25 07/11/17	CLO	COBB COUNTY DISPATCH,
1707-0351	DISCHARGING FIR	B	KENN	00:09:29 07/08/17	CAA	
1707-0078	ALARM-AUDIBLE		KENN	11:39:35 07/02/17	CLO	COBB COUNTY DISPATCH,
1707-0068	ILLEGAL DRUGS		KENN	00:31:08 07/02/17	UNF	
1707-0064	NOISE COMPLAINT		KENN	00:08:20 07/02/17	CLO	MANNING, CAROLINE
3343	AUTO ACCIDENT		CCPD	19:15:43 06/27/17	ACT	COBB COUNTY DISPATCH,
1706-1073	AUTO ACCIDENT	B	KENN	19:15:43 06/27/17	CLO	COBB COUNTY DISPATCH,
3341	NOISE COMPLAINT		KSU	00:35:55 06/24/17	ACT	ANONYMOUS,
1706-0794	AUTO ACCIDENT	B	KENN	11:57:24 06/21/17	CLO	COBB COUNTY DISPATCH,
1706-0707	NOISE COMPLAINT		KENN	00:45:48 06/19/17	CLO	PERKINS, JEREMY JAMES
1706-0520	THEFT	B	KENN	09:36:38 06/14/17	ACT	VANDIVER, CARL
1706-0463	BUSINESS DISPUT		KENN	18:35:07 06/12/17	UNF	COBB COUNTY DISPATCH,
1706-0422	NOISE COMPLAINT		KENN	18:45:25 06/11/17	CLO	KRONINGER, ALLIE
1706-0395	NOISE COMPLAINT		KENN	23:16:14 06/10/17	CLO	CLARK, TIMOTHY
1706-0299	ANIMAL INVESTIG	B	KENN	00:18:46 06/09/17	ACT	SHUMPERT, RICK C
1706-0298	NOISE COMPLAINT		KENN	23:48:56 06/08/17	CLO	FITZGERALD, MORGAN
1706-0281	DOMESTIC DISPUT	B	KENN	16:09:11 06/08/17	ACT	
3335	THEFT		CCPD	08:54:37 06/08/17	ACT	MONETTE, THOMAS
1706-0264	THEFT	B	KENN	08:54:37 06/08/17	INA	MONETTE, THOMAS
1706-0241	WANTED PERSON	B	KENN	15:45:54 06/07/17	CAA	HELTON, ROBERT D
1706-0112	NOISE COMPLAINT	B	KENN	22:30:59 06/03/17	ACT	U CLUB,
1706-0076	THEFT	B	KENN	21:27:31 06/02/17	ACT	MANNING, DANIEL JOSEPH
3332	NOISE COMPLAINT		CCPD	01:34:26 06/02/17	ACT	MOORE, CONNER
1706-0041	NOISE COMPLAINT		KENN	01:34:26 06/02/17	CLO	MOORE, CONNER
1706-0040	ALARM-AUDIBLE	B	KENN	00:30:32 06/02/17	ACT	BARBER, TAREN
1706-0014	DOMESTIC DISPUT	B	KENN	13:06:43 06/01/17	ACT	
3331	VANDALISM/DAMAG		CCPD	10:35:53 06/01/17	ACT	COBB COUNTY DISPATCH,
1706-0010	VANDALISM/DAMAG	B	KENN	10:35:53 06/01/17	ACT	COBB COUNTY

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1705-1330	CONTACT PERSON		KENN	23:55:32 05/31/17	CLO	DISPATCH, EVANS, EMMA
1705-1129	FIGHT	B	KENN	23:06:39 05/26/17	CLO	
1705-1007	ILLEGAL DRUGS		KENN	14:38:44 05/24/17	UNF	REFUSED,
1705-0961	THEFT	B	KENN	16:36:58 05/23/17	INA	KARADE, NANIYA S
1705-0918	CONTACT PERSON		KENN	11:14:59 05/22/17	CLO	
1705-0901	ADMINISTRATIVE	B	KENN	01:17:33 05/22/17	ACT	COBB COUNTY DISPATCH,
1705-0741	BURGLARY	B	KENN	15:39:16 05/18/17	INA	
1705-0730	PERSON ARMED		KENN	08:19:12 05/18/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1705-0704	HIT AND RUN	B	KENN	16:45:09 05/17/17	INA	
1705-0687	STEALING OF/FRO	B	KENN	11:27:23 05/17/17	ACT	COBB COUNTY DISPATCH,
1705-0672	DISCHARGING FIR		KENN	23:35:00 05/16/17	CLO	
1705-0601	ALARM-AUDIBLE	B	KENN	07:16:23 05/15/17	CLO	DIGITAL TECHNOLOGIES,
1705-0564	STEALING OF/FRO	B	KENN	09:03:27 05/14/17	INA	KING, JOSH
1705-0510	ALARM-AUDIBLE	B	KENN	00:26:19 05/13/17	CLO	
1705-0471	ALARM-AUDIBLE	B	KENN	23:31:53 05/11/17	ACT	U CLUB,
1705-0341	NOISE COMPLAINT		KENN	01:13:23 05/09/17	CLO	COLE, CHRISTON
1705-0293	THEFT	B	KENN	01:13:53 05/08/17	INA	
1705-0246	NOISE COMPLAINT		KENN	02:16:54 05/07/17	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1705-0243	NOISE COMPLAINT		KENN	01:13:48 05/07/17	UNF	REFUSED,
1705-0237	FIRE		KENN	21:31:16 05/06/17	CLO	
1705-0222	ASSAULT	B	KENN	16:30:26 05/06/17	INA	SUMMERVILLE, SARA NOELLE
1705-0002	NOISE COMPLAINT		KENN	00:58:07 05/01/17	CLO	UCLUB,
1704-1165	AUTO ACCIDENT	B	KENN	23:25:51 04/30/17	CLO	
1704-1161	PERSON ARMED		KENN	20:38:33 04/30/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1704-1148	VANDALISM/DAMAG	B	KENN	12:18:47 04/30/17	ACT	DOSSANI, NATASHA
1704-1088	NOISE COMPLAINT		KENN	02:05:59 04/29/17	CLO	
1704-1082	ALARM-AUDIBLE	B	KENN	23:26:43 04/28/17	ACT	COBB COUNTY DISPATCH,
1704-1034	ALARM-AUDIBLE	B	KENN	00:55:54 04/28/17	ACT	COBB COUNTY DISPATCH,
1704-1033	NOISE COMPLAINT		KENN	00:28:04 04/28/17	UNF	COBB COUNTY DISPATCH,
1704-0958	NOISE COMPLAINT		KENN	00:06:16 04/26/17	CLO	BARRETT, AMY
1704-0873	DOMESTIC DISPUT	B	KENN	19:47:58 04/23/17	ACT	
1704-0751	SUSPICIOUS PERS		KENN	22:24:51 04/20/17	UNF	ALVAREZ, MICHAEL
3312	DISCHARGING FIR		CCPD	21:17:59 04/19/17	ACT	WOOD, BRITTNEY
1704-0703	DISCHARGING FIR	B	KENN	21:17:59 04/19/17	ACT	WOOD, BRITTNEY
1704-0645	TRESPASSING	B	KENN	11:06:31 04/18/17	INA	WALKER, SHARONDA
1704-0558	UNWELCOME VISIT	B	KENN	00:35:55 04/16/17	ACT	RAY, BRITTANY NICOLE
1704-0543	AUTO ACCIDENT	B	KENN	17:01:46 04/15/17	CLO	DASTUR, KATY
1704-0537	THEFT	B	KENN	14:48:40 04/15/17	INA	
1704-0464	THEFT	B	KENN	14:04:26 04/13/17	INA	COBB COUNTY DISPATCH,
1704-0274	ALARM-AUDIBLE	B	KENN	23:57:33 04/07/17	ACT	COBB COUNTY DISPATCH,
1704-0264	BUSINESS DISPUT	B	KENN	18:28:37 04/07/17	ACT	DUDLEY, EDWARD A
1704-0077	CONTACT PERSON	B	KENN	19:54:04 04/02/17	ACT	

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1704-0001	ALARM-AUDIBLE	B	KENN	00:18:34 04/01/17	ACT	BARBER, PAM
1703-1244	NOISE COMPLAINT		KENN	01:45:20 03/31/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1703-1234	ILLEGAL DRUGS		KENN	21:18:24 03/30/17	UNF	HAWKINS, QUANISHA
1703-1036	NOISE COMPLAINT	B	KENN	00:55:27 03/26/17	ACT	ALMOND, RACHEL
1703-1003	NOISE COMPLAINT		KENN	01:19:40 03/25/17	CLO	STEPHENS, KENNEDY
1703-0985	ADMINISTRATIVE		KENN	16:10:46 03/24/17	CLO	Knox, Jeffrey
1703-0972	AUTO ACCIDENT	B	KENN	12:03:58 03/24/17	ACT	ROBERTS, ELIZABETH
1703-0954	NOISE COMPLAINT		KENN	01:24:47 03/24/17	CLO	LEIGH, KATIE
1703-0942	RAPE	B	KENN	20:31:36 03/23/17	CLO	MARIETTA POLICE DEPT,
1703-0869	WANTED PERSON	B	KENN	12:23:06 03/22/17	CAA	WILSON, MATT
1703-0779	THEFT	B	KENN	23:09:18 03/19/17	ACT	JOHNSON, EARLY
1703-0757	ILLEGAL DRUGS	B	KENN	02:09:58 03/19/17	CAA	ALVAREZ, MICHAEL
1703-0751	NOISE COMPLAINT	B	KENN	23:17:00 03/18/17	ACT	REFUSED,
1703-0704	RAPE	B	KENN	00:55:36 03/18/17	CAA	YOUNG, TARA LYNN
1703-0673	AUTO ACCIDENT	B	KENN	13:49:37 03/17/17	CLO	BANKS, ROBERT BAILEY
1703-0650	ALARM-AUDIBLE	B	KENN	00:29:30 03/17/17	ACT	BARBER, PAM
1703-0527	WANTED PERSON	B	KENN	12:29:02 03/14/17	CAA	
1703-0524	UNWELCOME VISIT	B	KENN	11:23:43 03/14/17	ACT	TAYLOR, SARAH ELIZABETH
1703-0467	HARASSING/OBSCE	B	KENN	16:40:29 03/12/17	ACT	YOUNG, ESTER S
1703-0451	NOISE COMPLAINT		KENN	01:28:02 03/12/17	CLO	MCARVER, CHRISTINA
1703-0424	WELFARE CHECK		KENN	02:17:41 03/11/17	UNF	RICKS, RICHARD
1703-0262	DISCHARGING FIR		KENN	18:16:36 03/07/17	UNF	REFUSED,
1703-0219	NOISE COMPLAINT		KENN	02:14:07 03/07/17	CLO	TAYLOR, BRITTANI
1703-0198	VANDALISM/DAMAG	B	KENN	15:28:36 03/06/17	ACT	JOHNSTON, CHRISTY
1703-0155	NOISE COMPLAINT		KENN	00:50:51 03/05/17	CLO	AGUILA, SOCORRO HARO
1703-0152	ALCOHOL VIOLATI	B	KENN	00:26:16 03/05/17	ACT	COLE, CHRISTON
1703-0119	ILLEGAL DRUGS	B	KENN	01:13:31 03/04/17	CAA	
1703-0117	NOISE COMPLAINT		KENN	00:38:19 03/04/17	CLO	U CLUB,
1703-0115	ALARM-AUDIBLE	B	KENN	23:42:42 03/03/17	ACT	BARBER, TARRAN
1702-1102	VANDALISM/DAMAG	B	KENN	16:30:27 02/28/17	ACT	TROYE, BRYAN
1702-1096	ILLEGAL DRUGS	B	KENN	14:52:58 02/28/17	ACT	OBRIEN, JUSTIN
1702-0994	ADMINISTRATIVE	B	KENN	18:28:09 02/25/17	CLO	BIHARI, ZACHARY T
1702-0919	SUSPICIOUS PERS	B	KENN	21:41:47 02/23/17	ACT	KSU PD,
1702-0821	STEALING OF/FRO	B	KENN	10:14:45 02/21/17	INA	SIUM, ARIAM
1702-0728	NOISE COMPLAINT		KENN	20:59:31 02/18/17	CLO	
1702-0650	WELFARE CHECK	B	KENN	23:32:17 02/16/17	ACT	COBB COUNTY DISPATCH,
1702-0598	VANDALISM/DAMAG	B	KENN	12:00:22 02/15/17	ACT	JOSEPH, KENDALL MONTGOMERY
1702-0583	WELFARE CHECK		KENN	21:18:15 02/14/17	UNF	COBB COUNTY DISPATCH,
1702-0535	BUSINESS DISPUT	B	KENN	15:04:56 02/14/17	ACT	SNYDER, JAMES FREDERICK
1702-0531	WANTED PERSON	B	KENN	12:13:26 02/14/17	CAA	HELTON, ROBERT D
1702-0408	NOISE COMPLAINT		KENN	01:05:43 02/11/17	CLO	ROBERTS, ELIZABETH
1702-0293	ALARM-AUDIBLE	B	KENN	23:25:38 02/08/17	ACT	DIGITAL TECHNOLOGIES,
1702-0226	ILLEGAL DRUGS	B	KENN	00:41:06 02/07/17	CAA	MARTIN, ZOE

3995 Frey Rd

1702-0205	ILLEGAL DRUGS		KENN	12:56:39 02/06/17	UNF	JOHNSON, PARIS
1702-0119	WELFARE CHECK		KENN	02:34:16 02/04/17	CLO	COBB COUNTY DISPATCH,
1702-0072	NOISE COMPLAINT		KENN	00:41:19 02/03/17	CLO	U CLUB,
1702-0066	NOISE COMPLAINT		KENN	22:45:43 02/02/17	UNF	COBB COUNTY DISPATCH,
1702-0044	VANDALISM/DAMAG	B	KENN	07:59:13 02/02/17	INA	JONES, AMANDA
1701-1236	VANDALISM/DAMAG	B	KENN	08:28:35 01/31/17	ACT	DOWNS, TAYLOR
1701-1230	THREATS	B	KENN	21:44:38 01/30/17	INA	
1701-1213	THEFT	B	KENN	15:59:14 01/30/17	INA	SMITH, CHRISTOPHER
1701-1133	THEFT	B	KENN	15:27:02 01/28/17	INA	COBB COUNTY DISPATCH,
1701-1094	ALARM-AUDIBLE		KENN	18:41:11 01/27/17	CNL	DIGITAL TECHNOLOGY,
1701-1073	ILLEGAL DRUGS		KENN	10:08:03 01/27/17	UNF	JOHNSON, PARIS
1701-1068	NOISE COMPLAINT		KENN	03:02:30 01/27/17	UNF	U CLUB,
1701-0911	ILLEGAL DRUGS		KENN	20:24:13 01/22/17	CLO	SALAKO, ADUNNI VASHTA
1701-0907	ILLEGAL DRUGS	B	KENN	19:22:06 01/22/17	ACT	JOHNSON, PARIS
1701-0653	911 HANGUP		KENN	10:14:02 01/17/17	CLO	ACC OP FREY - UCLUB POOL,
1701-0633	ILLEGAL DRUGS	B	KENN	20:13:54 01/16/17	ACT	SALAKO, ADUNNI VASHTA
1701-0570	NOISE COMPLAINT		KENN	23:38:15 01/14/17	CLO	STEVENS, KENNEDY
1701-0507	RAPE	B	KENN	11:49:14 01/13/17	INA	SMITH, TONYA
1701-0422	ILLEGAL DRUGS		KENN	10:30:53 01/11/17	CLO	
1701-0366	VANDALISM/DAMAG	B	KENN	18:14:23 01/09/17	ACT	LEONE, COURTNEY GAIL
1701-0331	ALCOHOL VIOLATI	B	KENN	01:49:50 01/09/17	CAA	AGUILA, SOCORRO HARO
1701-0317	AUTO ACCIDENT		KENN	19:25:39 01/08/17	CLO	BARNES, CORTNEY
3271	AUTO ACCIDENT		CCPD	19:10:40 01/08/17	ACT	BARNES, CORTNEY
1701-0312	AUTO ACCIDENT	B	KENN	18:01:51 01/08/17	CLO	SHAMLEY, JADA
1701-0301	AUTO ACCIDENT	B	KENN	14:17:37 01/08/17	CLO	KIRKLAND, TAYLOR
1701-0165	STOLEN VEHICLE	B	KENN	14:11:10 01/05/17	INA	LOCH, JOSEPH ANTHONY
1701-0085	VANDALISM/DAMAG	B	KENN	12:08:20 01/03/17	CLO	JONES, AMANDA

West 22
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Record List - Total:699

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
2003-0868	DOMESTIC DISPUT	B	KENN	14:57:18 03/27/20	ACT	
2003-0824	NOISE COMPLAINT		KENN	17:20:07 03/25/20	CLO	
2003-0786	SUSPICIOUS AUTO	B	KENN	11:25:33 03/23/20	ACT	
2003-0723	ASSAULT	B	KENN	01:55:52 03/21/20	CAA	
2003-0706	NOISE COMPLAINT		KENN	17:15:17 03/20/20	CLO	
2003-0694	PERSON SHOT	B	KENN	09:32:45 03/20/20	ACT	
2003-0684	NOISE COMPLAINT		KENN	21:57:18 03/19/20	CLO	
2003-0673	VANDALISM/DAMAG	B	KENN	16:42:05 03/19/20	ACT	
2003-0559	VANDALISM/DAMAG	B	KENN	16:11:56 03/15/20	ACT	
2003-0486	VANDALISM/DAMAG	B	KENN	17:39:21 03/13/20	ACT	
2003-0425	FORGERY	B	KENN	09:33:50 03/12/20	ACT	
2003-0377	NOISE COMPLAINT		KENN	01:38:54 03/11/20	CLO	
2003-0372	ILLEGAL PARKING	B	KENN	21:42:08 03/10/20	ACT	
2003-0367	ILLEGAL PARKING		KENN	19:02:29 03/10/20	CLO	
2003-0325	NOISE COMPLAINT		KENN	20:04:36 03/09/20	ACT	
2003-0286	DISORDERLY JUV	B	KENN	23:58:10 03/08/20	CJA	
2003-0278	VANDALISM/DAMAG	B	KENN	17:12:46 03/08/20	CLO	
2003-0269	PERSON SCREAMIN	B	KENN	03:24:18 03/08/20	ACT	
2003-0257	NOISE COMPLAINT	B	KENN	20:54:30 03/07/20	UNF	
2003-0028	THEFT	B	KENN	19:49:38 03/01/20	CAA	
2003-0018	THEFT	B	KENN	15:50:06 03/01/20	CLO	
2003-0013	DOMESTIC DISPUT	B	KENN	14:29:36 03/01/20	ACT	
2002-1014	NOISE COMPLAINT		KENN	00:15:26 02/29/20	CLO	
2002-0957	VANDALISM/DAMAG	B	KENN	16:03:32 02/27/20	CLO	
2002-0897	AUTO ACCIDENT	B	KENN	19:53:04 02/25/20	CLO	
2002-0691	NOISE COMPLAINT		KENN	01:28:59 02/20/20	CLO	
2002-0573	VANDALISM/DAMAG	B	KENN	23:16:15 02/16/20	ACT	
2002-0556	SUSPICIOUS PERS	B	KENN	02:19:43 02/16/20	ACT	
2002-0553	FIRE	B	KENN	00:26:32 02/16/20	ACT	
2002-0475	ILLEGAL PARKING		KENN	00:53:26 02/14/20	CLO	
2002-0437	SUSPICIOUS PERS		KENN	01:26:09 02/13/20	UNF	
2002-0294	NOISE COMPLAINT		KENN	02:21:36 02/09/20	CLO	
2002-0278	NOISE COMPLAINT		KENN	15:24:17 02/08/20	CLO	
2002-0258	SUSPICIOUS PERS		KENN	01:04:26 02/08/20	CLO	
2002-0257	NOISE COMPLAINT		KENN	00:27:07 02/08/20	CLO	
2002 0254	NOISE COMPLAINT		KENN	22:26:41 02/07/20	CLO	
2002-0207	SUSPICIOUS PERS	B	KENN	19:37:48 02/06/20	ACT	
2002-0172	WELFARE CHECK	B	KENN	23:09:56 02/05/20	ACT	
2002-0159	VANDALISM/DAMAG	B	KENN	15:44:11 02/05/20	ACT	
2002-0039	SUSPICIOUS PERS	B	KENN	05:33:01 02/02/20	ACT	
2002-0033	BURGLAR IN RESI	B	KENN	01:16:00 02/02/20	INA	
2001-1014	NOISE COMPLAINT		KENN	23:11:37 01/29/20	CLO	
2001-0981	TRAFFIC STOPKPD		KENN	01:17:37 01/29/20	CLO	
2001-0947	AUTO ACCIDENT	B	KENN	11:04:41 01/28/20	CLO	
2001-0941	ILLEGAL PARKING		KENN	08:28:42 01/28/20	CLO	
2001-0901	SUSPICIOUS AUTO		KENN	01:10:00 01/27/20	CLO	
2001-0881	NOISE COMPLAINT		KENN	03:48:42 01/26/20	CLO	
2001-0841	NOISE COMPLAINT		KENN	23:41:15 01/24/20	CLO	
2001-0840	NOISE COMPLAINT		KENN	23:08:36 01/24/20	CLO	
2001-0805	FIGHT	B	KENN	04:47:38 01/24/20	ACT	
2001-0755	NOISE COMPLAINT		KENN	00:04:41 01/23/20	CLO	
2001-0542	VANDALISM/DAMAG	B	KENN	08:05:38 01/17/20	ACT	
2001-0369	NOISE COMPLAINT		KENN	00:06:13 01/12/20	CLO	
2001-0295	DOMESTIC DISPUT		KENN	02:13:10 01/10/20	CLO	
2001-0277	AUTO ACCIDENT		KENN	13:45:39 01/09/20	CLO	
2001-0264	SUSPICIOUS PERS		KENN	23:39:55 01/08/20	CLO	
2001-0246	BOLO		KENN	13:16:45 01/08/20	CLO	

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2001-0138	ILLEGAL PARKING		KENN	08:39:14 01/05/20	CLO	
2001-0134	PERSON SCREAMIN		KENN	01:45:47 01/05/20	CLO	
2001-0069	DISCHARGING FIR	B	KENN	02:57:07 01/03/20	ACT	
2001-0036	UNWELCOME VISIT	B	KENN	23:10:43 01/01/20	ACT	
1912-1007	BUSINESS DISPUT	B	KENN	22:45:15 12/28/19	ACT	
1912-0934	AUTO ACCIDENT	B	KENN	16:18:52 12/26/19	CLO	
1912-0871	911 HANGUP		KENN	15:56:46 12/24/19	CLO	
1912-0514	STEALING OF/FRO	B	KENN	12:15:24 12/15/19	INA	
1912-0509	STEALING OF/FRO	B	KENN	09:23:17 12/15/19	INA	
1912-0505	WELFARE CHECK		KENN	06:04:22 12/15/19	CLO	
1912-0461	NOISE COMPLAINT		KENN	00:23:08 12/14/19	CLO	
1912-0431	VANDALISM/DAMAG	B	KENN	00:03:48 12/13/19	INA	
1912-0367	NOISE COMPLAINT		KENN	23:39:29 12/10/19	CLO	
1912-0334	FIRE		KENN	00:04:54 12/10/19	CLO	
1912-0293	SUSPICIOUS PERS		KENN	21:42:48 12/08/19	UNF	
1912-0262	ILLEGAL PARKING		KENN	02:55:35 12/08/19	CLO	
1912-0254	ALCOHOL VIOLATI		KENN	22:31:54 12/07/19	CLO	
1912-0216	NOISE COMPLAINT		KENN	23:40:16 12/06/19	CLO	
1912-0212	DOMESTIC DISPUT	B	KENN	21:37:12 12/06/19	ACT	
1912-0172	ALARM-AUDIBLE		KENN	04:18:33 12/06/19	CLO	
1912-0171	BOLO		KENN	03:10:04 12/06/19	CLO	
1912-0135	WELFARE CHECK	B	KENN	10:36:43 12/05/19	CLO	AMICA, JAMES
1912-0090	WELFARE CHECK		KENN	01:10:39 12/04/19	CLO	
1912-0079	SUSPICIOUS PERS		KENN	17:46:53 12/03/19	CLO	
1912-0067	CONTACT PERSON	A	KENN	10:55:39 12/03/19	ACT	
1912-0028	ALARM-AUDIBLE	B	KENN	08:34:55 12/02/19	ACT	
1912-0012	ALARM-AUDIBLE	B	KENN	17:27:22 12/01/19	ACT	
1911-1063	TRESPASSING	B	KENN	17:00:13 11/28/19	CAA	
1911-0965	MISSING PERSON	B	KENN	17:41:47 11/25/19	CLO	
1911-0667	BURGLARY	B	KENN	01:29:58 11/18/19	INA	
1911-0631	PERSON DOWN		KENN	03:07:37 11/17/19	UNF	
1911-0623	ALCOHOL VIOLATI	B	KENN	23:19:45 11/16/19	CAA	
1911-0613	SUSPICIOUS AUTO		KENN	18:08:52 11/16/19	UNF	
1911-0547	TRESPASSING	B	KENN	05:28:53 11/15/19	ACT	
1911-0546	OPEN WINDOW/DOO	B	KENN	22:29:43 11/14/19	ACT	
1911-0525	BUSINESS DISPUT	B	KENN	09:24:31 11/14/19	ACT	
1911-0490	AUTO ACCIDENT	B	KENN	08:47:57 11/13/19	CLO	
1911-0484	FIRE	B	KENN	02:30:27 11/13/19	ACT	
1911-0425	AUTO ACCIDENT	B	KENN	14:35:22 11/11/19	CLO	
1911-0356	WELFARE CHECK	B	KENN	17:46:07 11/09/19	ACT	
1911-0230	WELFARE CHECK	B	KENN	17:35:57 11/06/19	ACT	COBB COUNTY DISPATCH,
1911-0223	HIT AND RUN	B	KENN	15:16:44 11/06/19	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1911-0106	VANDALISM/DAMAG	B	KENN	16:52:08 11/03/19	ACT	
1917473	VANDALISM/DAMAG		AWTH	16:52:08 11/03/19	ACT	
1910-1115	SUSPICIOUS AUTO		KENN	22:34:13 10/31/19	CLO	
1910-1072	NOISE COMPLAINT		KENN	01:11:09 10/31/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-1034	NOISE COMPLAINT	B	KENN	01:02:50 10/30/19	ACT	
1910-0945	VANDALISM/DAMAG	B	KENN	12:04:45 10/27/19	ACT	
1910-0786	DISORDERLY PERS	B	KENN	01:42:20 10/23/19	ACT	
1910-0739	WELFARE CHECK		KENN	19:41:29 10/21/19	CLO	
1910-0690	VANDALISM/DAMAG	B	KENN	13:25:50 10/20/19	CLO	WEIR, RICHARD TYLER
1910-0647	NOISE COMPLAINT	B	KENN	02:36:13 10/19/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0638	HARASSING/OBSCE	B	KENN	21:47:22 10/18/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J

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1910-0570	NOISE COMPLAINT		KENN	21:36:16 10/16/19	UNF	GRAHAM, ANDREW KIRKLAND
1910-0546	NOISE COMPLAINT		KENN	23:03:46 10/15/19	CLO	
1910-0514	WELFARE CHECK		KENN	11:13:35 10/15/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0501	NOISE COMPLAINT		KENN	23:36:44 10/14/19	CLO	
1910-0444	BUSINESS DISPUT	B	KENN	14:33:18 10/13/19	ACT	WALKER, BROOKE
1910-0388	NOISE COMPLAINT		KENN	21:45:08 10/11/19	CLO	
1910-0362	NOISE COMPLAINT		KENN	02:29:54 10/11/19	CLO	
1910-0361	ILLEGAL PARKING		KENN	02:00:50 10/11/19	CLO	
1910-0360	ILLEGAL PARKING		KENN	01:49:30 10/11/19	CLO	MCGHEE, JEREMY QUANTEE
1910-0359	CONTACT PERSON	B	KENN	01:40:16 10/11/19	ACT	
1910-0355	NOISE COMPLAINT		KENN	23:34:31 10/10/19	CLO	
1910-0258	NOISE COMPLAINT		KENN	01:37:48 10/08/19	CLO	
1910-0256	ILLEGAL PARKING		KENN	00:15:05 10/08/19	CLO	
1910-0206	STEALING OF/FRO	B	KENN	13:41:12 10/06/19	INA	ADAMS, ALLISON LOUISE
1910-0190	NOISE COMPLAINT		KENN	22:45:05 10/05/19	CLO	
1910-0117	Found Property		KENN	00:07:24 10/04/19	UNF	
1910-0114	SUSPICIOUS PERS	B	KENN	21:16:57 10/03/19	CAA	
1909-1198	VANDALISM/DAMAG	B	KENN	20:52:47 09/30/19	ACT	
1909-1184	AUTO ACCIDENT	B	KENN	12:29:21 09/30/19	CLO	COBB COUNTY DISPATCH,
1909-1128	ILLEGAL PARKING		KENN	16:02:45 09/28/19	UNF	MCCRORY, JILLIAN SCOTT
1909-0994	ILLEGAL PARKING		KENN	00:44:04 09/25/19	CLO	
1909-0988	NOISE COMPLAINT		KENN	22:10:53 09/24/19	CLO	
1909-0913	ILLEGAL PARKING		KENN	21:01:10 09/22/19	CLO	
1909-0842	NOISE COMPLAINT		KENN	23:44:47 09/20/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1909-0840	BOLO		KENN	22:34:21 09/20/19	CNL	COBB COUNTY DISPATCH,
1909-0807	CONTACT PERSON	B	KENN	23:23:00 09/19/19	ACT	
1909-0805	NOISE COMPLAINT		KENN	22:09:20 09/19/19	CLO	
1909-0286	AUTO ACCIDENT		KENN	14:48:59 09/07/19	CNL	SOWE, MAIMUNA
1909-0285	CONTACT PERSON	B	KENN	14:45:24 09/07/19	CLO	DAVLIN, LAUREN
1909-0207	ILLEGAL PARKING	B	KENN	00:22:31 09/06/19	ACT	
1909-0205	NOISE COMPLAINT		KENN	22:01:17 09/05/19	CLO	HALBROOKS, VELENA
1909-0163	ILLEGAL PARKING		KENN	22:19:31 09/04/19	CLO	FITZPATRICK, KAEMMERLE
1909-0140	DISCHARGING FIR		KENN	18:32:39 09/04/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1909-0050	NOISE COMPLAINT		KENN	18:07:05 09/02/19	UNF	
1909-0049	ALCOHOL VIOLATI	B	KENN	17:20:39 09/02/19	ACT	
1908-1253	CONTACT PERSON		KENN	14:00:26 08/31/19	UNF	CHAPMAN, JOHN
1908-1244	STEALING OF/FRO	B	KENN	10:50:27 08/31/19	INA	AMMAN, LAUREN
1908-1243	ILLEGAL PARKING		KENN	08:53:29 08/31/19	CLO	BURNS, T
1908-1241	CONTACT PERSON	B	KENN	08:26:09 08/31/19	ACT	CANNON, TYSHON
1908-1238	FIGHT	B	KENN	02:57:53 08/31/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-1197	WELFARE CHECK		KENN	01:32:07 08/30/19	CLO	
1908-1151	WELFARE CHECK		KENN	23:39:21 08/28/19	CLO	
1908-1097	ILLEGAL PARKING	B	KENN	22:13:03 08/27/19	ACT	
1908-1096	ILLEGAL PARKING		KENN	22:12:43 08/27/19	CNL	
1908-1095	ILLEGAL PARKING		KENN	22:11:55 08/27/19	CNL	
1908-1023	ILLEGAL PARKING		KENN	23:06:17 08/25/19	UNF	CONCERNED CITIZEN (DO NOT

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						CHANGE), J
1908-1018	PERSON DRUNK	B	KENN	20:48:14 08/25/19	ACT	COBB COUNTY DISPATCH,
1908-1005	RECKLESS CONDUC	B	KENN	15:54:31 08/25/19	CLO	BASS, CRYSTAL
1908-0966	TRAFFIC STOP	B	KENN	18:59:46 08/24/19	ACT	MCGHEE, JEREMY QUANTEE
1908-0783	NOISE COMPLAINT		KENN	21:58:40 08/20/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0749	ILLEGAL PARKING		KENN	09:03:25 08/20/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0745	SUICIDE ATTEMPT	B	KENN	02:56:07 08/20/19	ACT	
1908-0742	ILLEGAL PARKING		KENN	00:13:01 08/20/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0665	NOISE COMPLAINT		KENN	02:10:11 08/18/19	CLO	
1908-0657	NOISE COMPLAINT		KENN	21:50:44 08/17/19	CLO	GRAHAM, ANDREW KIRKLAND
1908-0595	ILLEGAL PARKING		KENN	13:46:18 08/16/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0558	UNWELCOME VISIT	B	KENN	13:42:04 08/15/19	CLO	COBB COUNTY DISPATCH,
1908-0517	STEALING OF/FRO	B	KENN	06:52:37 08/14/19	INA	WHITAKER, MEGAN ASHLEIGH
1908-0513	ANIMAL INVESTIG		KENN	23:57:58 08/13/19	CLO	FITZPATRICK, KAEMMERLE
1908-0442	VANDALISM/DAMAG	B	KENN	12:12:06 08/12/19	ACT	SMITH, SUMMER
1908-0397	ILLEGAL PARKING		KENN	21:17:54 08/10/19	CLO	MCCRORY, JILLIAN SCOTT
1907-0896	THEFT		KENN	08:42:35 07/25/19	CNL	EGONA, OGHALE NICHOLAS
1907-0871	THEFT	B	KENN	17:46:20 07/24/19	INA	LICADA, CHET
1907-0619	BUSINESS DISPUT	B	KENN	16:30:50 07/17/19	CLO	
1907-0481	NOISE COMPLAINT		KENN	18:06:34 07/13/19	UNF	GRAHAM, ANDREW KIRKLAND
1907-0454	WELFARE CHECK	B	KENN	00:26:05 07/13/19	ACT	
1907-0407	WANTED PERSON	B	KENN	23:16:01 07/11/19	CAA	SBALDIGI, G
1907-0401	ADMINISTRATIVE		KENN	19:38:56 07/11/19	CLO	KSU PD,
1907-0316	AUTO ACCIDENT	B	KENN	07:21:20 07/09/19	CLO	ROBINSON, PARKER WINSTON
1907-0296	ASSAULT	B	KENN	13:58:52 07/08/19	CLO	HENEGAR, ZACHARY
1906-1146	PERSON DRUNK	B	KENN	21:20:36 06/30/19	ACT	
1906-1096	PERSON SCREAMIN		KENN	02:44:13 06/29/19	UNF	ANONYMOUS,
1906-0991	NOISE COMPLAINT		KENN	00:17:31 06/26/19	UNF	
1906-0636	ANIMAL INVESTIG		KENN	23:22:55 06/16/19	CNL	COBB COUNTY DISPATCH,
1906-0575	ALCOHOL VIOLATI	B	KENN	04:34:36 06/15/19	CLO	
1906-0510	NOISE COMPLAINT		KENN	00:01:42 06/14/19	UNF	WILKERSON, ELI
1906-0442	SUSPICIOUS PERS	B	KENN	09:33:05 06/12/19	CAA	
1906-0434	NOISE COMPLAINT		KENN	00:10:54 06/12/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1906-0410	VANDALISM/DAMAG	B	KENN	11:53:06 06/11/19	INA	NGUYEN, KELLY
1906-0374	HIT AND RUN	B	KENN	12:18:45 06/10/19	CAA	WERNER, JAYDE
1906-0200	NOISE COMPLAINT		KENN	03:56:59 06/06/19	CLO	
1906-0156	NOISE COMPLAINT		KENN	00:53:43 06/05/19	CLO	
1905-1225	VANDALISM/DAMAG	B	KENN	19:42:38 05/30/19	ACT	FIELDS, VICTORIA
1905-1156	SUSPICIOUS PERS		KENN	03:45:40 05/29/19	CLO	BOBO, NICHOLAS L
1905-1155	SUSPICIOUS PERS	B	KENN	03:10:39 05/29/19	ACT	

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1905-1149	NOISE COMPLAINT		KENN	23:35:33 05/28/19	UNF	ANONYMOUS,
1905-1118	HIT AND RUN	B	KENN	10:07:21 05/28/19	CLO	JACKSON, CARTER LEE
1905-1095	THEFT	B	KENN	21:21:03 05/27/19	INA	
1905-1090	FIREWORKS		KENN	19:36:34 05/27/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-1089	ILLEGAL DRUGS		KENN	19:20:55 05/27/19	CLO	
1905-1087	FIGHT		KENN	19:08:52 05/27/19	CLO	
1905-1081	WELFARE CHECK		KENN	17:10:12 05/27/19	UNF	MOODY, JACOB THOMAS
1905-1053	DOMESTIC DISPUT		KENN	18:30:46 05/26/19	UNF	
1905-1003	WELFARE CHECK	B	KENN	11:08:41 05/25/19	ACT	KRAHL, DAVID PAUL
3707	WELFARE CHECK		METR	11:08:41 05/25/19	ACT	KRAHL, DAVID PAUL
1905-0928	SICK CALL		KENN	11:31:43 05/23/19	CLO	WEST 22,
1905-0819	CONTACT PERSON	B	KENN	15:33:25 05/20/19	ACT	
1905-0742	NOISE COMPLAINT		KENN	19:41:00 05/18/19	CLO	WEST 22,
1905-0735	WELFARE CHECK		KENN	16:06:52 05/18/19	UNF	REFUSED,
1905-0648	CONTACT PERSON	B	KENN	17:54:53 05/16/19	ACT	WEST 22,
1905-0629	THEFT	B	KENN	09:13:24 05/16/19	CLO	
1905-0617	DISCHARGING FIR		KENN	23:00:54 05/15/19	UNF	
1905-0516	STOLEN VEHICLE		KENN	14:35:49 05/13/19	CLO	BUGGS, ANDREA
1905-0497	ALARM-AUDIBLE	B	KENN	00:11:46 05/13/19	ACT	LOUD SECURITY,
1905-0495	PUBLIC INDECENC		KENN	22:40:48 05/12/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0493	911 HANGUP		KENN	20:55:02 05/12/19	CLO	BUTLER, JONATHAN TRAVARIUS
1905-0466	PERSON SCREAMIN		KENN	00:08:57 05/12/19	UNF	
1905-0258	AUTO ACCIDENT	B	KENN	10:56:21 05/07/19	CLO	
1905-0047	NOISE COMPLAINT		KENN	23:24:59 05/01/19	CLO	
1905-0038	ADMINISTRATIVE	B	KENN	19:11:19 05/01/19	ACT	
1905-0020	WELFARE CHECK	B	KENN	13:40:11 05/01/19	ACT	
1905-0006	SUSPICIOUS PERS		KENN	03:56:42 05/01/19	CLO	
1904-1119	ASSAULT	B	KENN	13:23:13 04/30/19	CAA	JOHNSON, DEMEI LANEA
1904-1048	BURGLARY	B	KENN	00:40:56 04/29/19	CAA	
1904-1006	THEFT	B	KENN	21:35:31 04/27/19	INA	
1904-1005	ILLEGAL DRUGS	B	KENN	21:33:42 04/27/19	CAA	HALE, JOSHUA ALAN
1904-1003	DISORDERLY PERS	B	KENN	21:15:51 04/27/19	CAA	SBALDIGI, G
1904-1002	CONTACT PERSON	B	KENN	20:42:09 04/27/19	ACT	
1904-0999	WELFARE CHECK		KENN	19:46:26 04/27/19	CLO	WEST 22,
1904-0883	NOISE COMPLAINT		KENN	00:50:28 04/25/19	CLO	REFUSED,
1904-0818	VANDALISM/DAMAG	B	KENN	11:30:28 04/23/19	CLO	SANCHEZ, AYLIN ALEJANDRA
1904-0812	ADMINISTRATIVE		KENN	04:53:14 04/23/19	CLO	
1904-0750	WELFARE CHECK	B	KENN	16:50:14 04/21/19	ACT	
1904-0743	THREATS	B	KENN	03:18:55 04/21/19	ACT	
1904-0702	SUSPICIOUS PERS		KENN	00:26:29 04/20/19	CLO	
1904-0693	AUTO ACCIDENT	B	KENN	17:16:47 04/19/19	CLO	
1904-0649	BUSINESS DISPUT	B	KENN	21:16:36 04/18/19	ACT	STEKETEE, N J
1904-0646	ILLEGAL DRUGS	B	KENN	19:42:42 04/18/19	CAA	
1904-0621	NOISE COMPLAINT		KENN	23:25:15 04/17/19	CLO	
1904-0608	THEFT	B	KENN	18:34:06 04/17/19	INA	GOODAKER, SYDNEY KAY
1904-0546	HARASSING/OBSCE	B	KENN	15:26:31 04/16/19	INA	
1904-0533	NOISE COMPLAINT		KENN	01:37:58 04/16/19	CLO	
1904-0509	HARASSING/OBSCE	B	KENN	16:18:45 04/15/19	INA	JONES, JAKNAE
1904-0380	VANDALISM/DAMAG	B	KENN	09:33:46 04/12/19	ACT	
1904-0324	NOISE COMPLAINT		KENN	23:08:34 04/10/19	CLO	CONCERNED

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						CITIZEN (DO NOT CHANGE), J
1904-0320	NOISE COMPLAINT		KENN	22:28:54 04/10/19	CLO	HALBROOKS, VELENA
1904-0312	DISORDERLY PERS	B	KENN	17:49:11 04/10/19	ACT	RADNEY, CARSON
1904-0104	SUSPICIOUS PERS	B	KENN	14:27:35 04/04/19	ACT	
1904-0088	ALCOHOL VIOLATI	B	KENN	01:45:31 04/04/19	ACT	REFUSED,
1904-0054	WELFARE CHECK	B	KENN	23:52:41 04/02/19	CAA	
1903-1066	HARASSING/OBSCE	B	KENN	19:47:40 03/30/19	ACT	
1903-1042	ILLEGAL DRUGS	B	KENN	23:41:23 03/29/19	CAA	BARTON, ADRIAN
1903-1010	ALCOHOL VIOLATI	B	KENN	03:12:07 03/29/19	CAA	MCGHEE, JEREMY QUANTEE
1903-0982	ILLEGAL DRUGS	B	KENN	09:22:58 03/28/19	ACT	Crime Stoppers Greater Atlanta,
1903-0954	THEFT	B	KENN	13:13:49 03/27/19	INA	
1903-0935	HARASSING/OBSCE	B	KENN	21:26:01 03/26/19	ACT	KNIPFER, PATRICK JAMES
1903-0931	NOISE COMPLAINT		KENN	19:35:44 03/26/19	CLO	TOWNS, KARLY
1903-0749	NOISE COMPLAINT		KENN	22:55:51 03/21/19	CLO	
1903-0637	NOISE COMPLAINT		KENN	23:06:11 03/18/19	CLO	
1903-0629	CONTACT PERSON		KENN	16:20:43 03/18/19	UNF	WEST 22,
1903-0618	THREATS	B	KENN	12:50:48 03/18/19	INA	IMUSE, JENNIFER
1903-0557	NOISE COMPLAINT		KENN	03:54:20 03/17/19	UNF	
1903-0481	ORDINANCE VIOLA	B	KENN	12:58:32 03/15/19	ACT	MEADE, MATTHEW G
1903-0386	NOISE COMPLAINT		KENN	22:47:18 03/12/19	CLO	HALBROOK, BELINA
1903-0288	NOISE COMPLAINT		KENN	23:26:37 03/09/19	CLO	
1903-0287	ALCOHOL VIOLATI	B	KENN	22:46:58 03/09/19	ACT	
1903-0247	THREATS	B	KENN	13:52:40 03/08/19	INA	
1902-0974	VANDALISM/DAMAG	B	KENN	18:37:02 02/28/19	ACT	
1902-0933	HARASSING/OBSCE	B	KENN	11:51:17 02/27/19	INA	ANDERSON, SHAWN KENYATTA
1902-0911	ILLEGAL DRUGS		KENN	18:36:52 02/26/19	CLO	
1902-0847	CONTACT PERSON		KENN	22:33:26 02/24/19	CLO	DOMINOS,
1902-0839	HARASSING/OBSCE	B	KENN	18:31:19 02/24/19	ACT	WEST 22,
1902-0787	PERSON SCREAMIN	B	KENN	00:00:04 02/23/19	CJA	
1902-0721	AUTO ACCIDENT	B	KENN	11:21:34 02/21/19	CAA	
1902-0696	THEFT	B	KENN	16:31:27 02/20/19	ACT	CAVENDER, KETHRYN
1902-0596	PERSON SCREAMIN		KENN	01:50:12 02/17/19	UNF	REFUSED,
1902-0549	SICK CALL	B	KENN	15:24:15 02/15/19	CLO	ROWAN, SHELBY REESE
1902-0528	CONTACT PERSON		KENN	23:38:31 02/14/19	CLO	
1902-0494	VANDALISM/DAMAG		KENN	21:54:08 02/13/19	UNF	WEST 22,
1902-0360	TRAFFIC STOP	B	KENN	02:16:30 02/10/19	ACT	MCGHEE, JEREMY QUANTEE
1902-0316	AUTO ACCIDENT	B	KENN	23:08:50 02/08/19	CLO	ARNDT, JUSTIN LOREN
1902-0230	NOISE COMPLAINT		KENN	21:46:29 02/06/19	CLO	
1902-0106	NOISE COMPLAINT		KENN	17:56:26 02/03/19	CLO	HALBROOKS, VELENA
1902-0104	HIT AND RUN	B	KENN	16:11:12 02/03/19	ACT	
1902-0088	ILLEGAL PARKING		KENN	01:05:47 02/03/19	CLO	
1902-0087	NOISE COMPLAINT		KENN	00:37:38 02/03/19	CLO	
1902-0071	BUSINESS DISPUT	B	KENN	19:21:35 02/02/19	ACT	WEST 22,
1902-0037	NOISE COMPLAINT		KENN	03:44:54 02/02/19	CLO	
1902-0027	ASSAULT	B	KENN	22:56:20 02/01/19	CAA	WEST 22,
1902-0024	FIREWORKS		KENN	22:01:09 02/01/19	UNF	ANONYMOUS,
1901-1124	UNWELCOME VISIT	B	KENN	20:01:43 01/31/19	CLO	
1901-1120	THREATS		KENN	17:31:38 01/31/19	CNL	
1901-1114	PERSON DRUNK	B	KENN	16:04:48 01/31/19	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J

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1901-1065	DOMESTIC DISPUT	B	KENN	22:38:44 01/29/19	ACT	
1901-1035	SUSPICIOUS PERS		KENN	00:45:18 01/29/19	CLO	
1901-1033	NOISE COMPLAINT		KENN	00:15:08 01/29/19	CLO	
1901-0845	AUTO ACCIDENT		KENN	01:42:55 01/24/19	CLO	
1901-0844	NOISE COMPLAINT		KENN	01:23:50 01/24/19	UNF	
1901-0813	ILLEGAL DRUGS		KENN	23:39:24 01/22/19	UNF	
1901-0768	BURGLARY	B	KENN	13:06:15 01/21/19	INA	PICKETT, CONNER
1901-0755	NOISE COMPLAINT		KENN	23:37:22 01/20/19	UNF	
1901-0472	CONTACT PERSON		KENN	04:43:12 01/13/19	CLO	
1901-0429	ILLEGAL PARKING		KENN	09:28:41 01/12/19	CLO	
1901-0400	CONTACT PERSON	B	KENN	13:48:12 01/11/19	CLO	JANIS, DYLAN
1901-0314	WELFARE CHECK		KENN	01:03:56 01/09/19	UNF	COBB COUNTY DISPATCH,
1901-0312	WELFARE CHECK		KENN	23:07:31 01/08/19	UNF	WEST 22,
1901-0251	CONTACT PERSON	B	KENN	22:57:02 01/07/19	ACT	
1901-0198	THEFT	B	KENN	12:04:55 01/06/19	INA	BROWN, DONALD TYLER
1901-0144	BUSINESS DISPUT	B	KENN	01:00:25 01/05/19	ACT	
1901-0123	ILLEGAL DRUGS	B	KENN	13:48:10 01/04/19	ACT	
1812-0669	SUSPICIOUS AUTO		KENN	14:02:58 12/18/18	CLO	MCGHEE, JEREMY QUANTEE
1812-0647	WELFARE CHECK		KENN	22:58:15 12/17/18	UNF	WEST 22,
1812-0584	WELFARE CHECK	B	KENN	17:20:33 12/16/18	ACT	
1812-0419	NOISE COMPLAINT		KENN	23:31:13 12/11/18	CLO	
1812-0397	VANDALISM/DAMAG	B	KENN	11:44:22 12/11/18	ACT	
1812-0336	ALARM-AUDIBLE		KENN	23:32:07 12/09/18	UNF	
1812-0305	FIRE		KENN	01:28:12 12/09/18	CLO	
1812-0303	ADMINISTRATIVE	B	KENN	01:19:18 12/09/18	ACT	
1812-0298	NOISE COMPLAINT		KENN	00:35:17 12/09/18	CLO	
1812-0243	VANDALISM/DAMAG	B	KENN	15:42:07 12/07/18	ACT	GARLAND, ROBERT
1812-0202	VANDALISM/DAMAG	B	KENN	14:36:47 12/06/18	CLO	
1812-0169	NOISE COMPLAINT	B	KENN	12:27:52 12/05/18	CLO	
1811-1028	CONTACT PERSON	B	KENN	14:59:58 11/29/18	ACT	ORTIZ, JUAN
1811-0934	AUTO ACCIDENT	B	KENN	20:15:44 11/26/18	CLO	DEWENDT, LUIS
1811-0553	NOISE COMPLAINT		KENN	14:40:54 11/15/18	CLO	COBB COUNTY DISPATCH,
1811-0530	DOMESTIC DISPUT	B	KENN	18:24:40 11/14/18	CAA	REDD, SABRINA
1811-0526	AUTO ACCIDENT		KENN	16:51:04 11/14/18	CLO	
1811-0500	NOISE COMPLAINT		KENN	01:42:27 11/14/18	CLO	
1811-0496	SUSPICIOUS PERS	B	KENN	21:32:39 11/13/18	CLO	
1811-0343	ILLEGAL PARKING		KENN	22:45:27 11/09/18	CLO	
1811-0341	BUSINESS DISPUT	B	KENN	21:31:42 11/09/18	ACT	OCONNER, LESA ARIES
1811-0106	THEFT	B	KENN	13:24:57 11/03/18	CLO	GRIGGS, BRITTANY
1811-0099	ILLEGAL DRUGS	B	KENN	09:47:12 11/03/18	CAA	
1811-0094	NOISE COMPLAINT		KENN	08:12:13 11/03/18	CLO	REFUSED,
1811-0029	STEALING OF/FRO	B	KENN	13:58:43 11/01/18	INA	LOWERY, KACIE
1811-0023	VANDALISM/DAMAG	B	KENN	12:17:52 11/01/18	ACT	HAYNES, JASMIN
1811-0016	WELFARE CHECK	B	KENN	08:56:47 11/01/18	ACT	
1811-0006	PERSON SCREAMIN		KENN	02:21:01 11/01/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1811-0001	STEALING OF/FRO	B	KENN	00:08:11 11/01/18	INA	SCHERER, KRISTEN LEIGH
1810-1153	NOISE COMPLAINT		KENN	20:53:22 10/31/18	UNF	
1810-1121	ILLEGAL PARKING		KENN	07:57:56 10/31/18	CLO	BRIGHT, ERIN NICHOLE
1810-1117	NOISE COMPLAINT		KENN	23:35:49 10/30/18	CLO	BOBO, NICHOLAS L
1810-1115	NOISE COMPLAINT		KENN	23:24:20 10/30/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J

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1810-1116	SUSPICIOUS PERS		KENN	23:24:20 10/30/18	CLO	COBB COUNTY DISPATCH,
1810-1081	SUSPICIOUS AUTO		KENN	01:20:14 10/30/18	CLO	BRANTON, SAMUEL HUNTER
1810-1076	ILLEGAL DRUGS	B	KENN	22:03:55 10/29/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1810-1008	NOISE COMPLAINT		KENN	23:24:17 10/27/18	UNF	REFUSED,
1810-0683	SUSPICIOUS PERS		KENN	01:35:54 10/19/18	CLO	
1810-0628	VANDALISM/DAMAG	B	KENN	11:10:28 10/17/18	ACT	
1810-0530	BUSINESS DISPUT	B	KENN	21:34:48 10/14/18	ACT	
1810-0515	SUICIDE ATTEMPT	B	KENN	14:14:07 10/14/18	ACT	WILLIAMS, SEAN
1810-0453	CONTACT PERSON	B	KENN	18:27:56 10/12/18	INA	
1810-0429	ALARM-AUDIBLE		KENN	05:46:42 10/12/18	UNF	JACKSON, KAITLYN BROOKE
1810-0373	HIT AND RUN	B	KENN	10:28:19 10/11/18	ACT	BURGUM, WILL
1810-0324	STEALING OF/FRO	B	KENN	11:01:03 10/10/18	INA	ARREDONDO, HANNAH E
1810-0298	SUSPICIOUS PERS		KENN	18:04:28 10/09/18	CLO	SCRUGGS, TAYLOR
1810-0264	FIGHT	B	KENN	18:45:42 10/08/18	CAA	COBB COUNTY DISPATCH,
1810-0261	DOMESTIC DISPUT	B	KENN	17:31:53 10/08/18	CAA	
1810-0199	NOISE COMPLAINT		KENN	04:44:53 10/07/18	UNF	WEST 22,
1809-1032	VANDALISM/DAMAG	B	KENN	11:07:25 09/28/18	ACT	LICATA, CHET
1809-0993	AUTO ACCIDENT	B	KENN	10:41:21 09/27/18	CLO	
1809-0950	SUSPICIOUS PERS	B	KENN	01:05:06 09/26/18	ACT	
1809-0947	NOISE COMPLAINT		KENN	00:19:05 09/26/18	CLO	
1809-0905	PROWLER	B	KENN	18:23:30 09/24/18	CJA	WEST 22,
1809-0897	WELFARE CHECK	B	KENN	14:44:52 09/24/18	ACT	
1809-0872	STEALING OF/FRO	B	KENN	16:12:12 09/23/18	ACT	OSPINA, DANIELLA CHRISTINA
1809-0727	AUTO ACCIDENT	B	KENN	17:25:19 09/20/18	CLO	
1809-0715	WANTED PERSON	B	KENN	14:27:54 09/20/18	CAA	KIEFFER, MATT B
1809-0633	SUSPICIOUS PERS	B	KENN	09:52:04 09/18/18	CLO	
1809-0612	FIRE	B	KENN	21:36:16 09/17/18	CLO	
1809-0470	HIT AND RUN	B	KENN	10:03:50 09/14/18	ACT	RODRIGUEZ, ASHLEY
1809-0444	NOISE COMPLAINT	B	KENN	20:07:21 09/13/18	ACT	
1809-0437	WELFARE CHECK		KENN	17:59:49 09/13/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-0425	VANDALISM/DAMAG	B	KENN	13:46:35 09/13/18	ACT	
1809-0384	SUSPICIOUS PERS		KENN	01:29:15 09/12/18	UNF	FIESTER, EMMA
1809-0304	SUSPICIOUS PERS		KENN	21:32:40 09/09/18	CLO	
1809-0255	ASSAULT		KENN	09:05:10 09/08/18	CLO	SEAY, SHELESA
1809-0254	ILLEGAL PARKING		KENN	08:35:37 09/08/18	CLO	BUCHANAN, DAVID THOMAS
1809-0247	BUSINESS DISPUT	B	KENN	02:35:05 09/08/18	CLO	
1809-0243	NOISE COMPLAINT	B	KENN	00:56:08 09/08/18	ACT	
1809-0190	VANDALISM/DAMAG	B	KENN	19:08:18 09/06/18	INA	ROBERTS, CHEYENNE KAYLA
1809-0188	SUICIDE ATTEMPT	B	KENN	18:27:18 09/06/18	ACT	WEST 22,
1809-0161	DEMENTED PERSON	B	KENN	22:32:50 09/05/18	ACT	MOODY, STEVE
1809-0112	VANDALISM/DAMAG	B	KENN	16:45:14 09/04/18	CLO	
1809-0097	STEALING OF/FRO	B	KENN	09:03:57 09/04/18	INA	
1809-0092	FIGHT	B	KENN	22:18:49 09/03/18	CLO	
1809-0042	FIGHT	B	KENN	11:25:52 09/02/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-0031	ASSAULT	B	KENN	01:09:02 09/02/18	INA	
1809-0018	PERSON DRUNK	B	KENN	19:09:34 09/01/18	ACT	WEST 22,
1808-1128	SUSPICIOUS AUTO		KENN	23:08:02 08/30/18	UNF	REFUSED,

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1808-1122	THEFT	B	KENN	20:10:34 08/30/18	CLO	HARRELL, CARSON
1808-1119	THEFT	B	KENN	19:13:44 08/30/18	CLO	OBRIEN, MICHAEL D
1808-0890	CONTACT PERSON		KENN	16:28:16 08/25/18	CLO	JONES, TYLER
1808-0835	DOMESTIC DISPUT	B	KENN	12:39:32 08/24/18	CLO	
1808-0812	NOISE COMPLAINT		KENN	00:52:39 08/24/18	UNF	REFUSED,
1808-0811	NOISE COMPLAINT		KENN	00:16:32 08/24/18	CLO	REFUSED,
1808-0768	NOISE COMPLAINT		KENN	23:15:43 08/22/18	CLO	SANCHEZ, ARMANDO
1808-0767	WELFARE CHECK		KENN	22:46:18 08/22/18	UNF	WEST 22,
1808-0732	NOISE COMPLAINT		KENN	22:15:00 08/21/18	CLO	HALBROOKS, VELENA
1808-0677	BUSINESS DISPUT	B	KENN	11:06:24 08/20/18	ACT	
1808-0661	DOMESTIC DISPUT	B	KENN	22:48:25 08/19/18	ACT	MCQUIGE, MATTHEW
1808-0646	ILLEGAL DRUGS		KENN	16:19:41 08/19/18	UNF	REFUSED,
1808-0619	CONTACT PERSON		KENN	22:43:15 08/18/18	UNF	
1808-0608	AUTO ACCIDENT	B	KENN	14:33:06 08/18/18	CLO	
1808-0539	AUTO ACCIDENT	B	KENN	22:18:48 08/16/18	CLO	
1808-0478	THEFT	B	KENN	10:05:52 08/15/18	INA	
1808-0474	SICK CALL	B	KENN	03:11:39 08/15/18	CLO	COBB COUNTY DISPATCH,
1808-0398	ASSAULT	B	KENN	04:06:12 08/13/18	CAA	
1808-0397	ILLEGAL PARKING		KENN	02:53:37 08/13/18	CLO	COBB COUNTY DISPATCH,
1808-0396	AUTO ACCIDENT	B	KENN	23:43:17 08/12/18	CLO	MALONEY, FRANKLYN
1808-0395	ALCOHOL VIOLATI	B	KENN	23:42:31 08/12/18	ACT	MALONEY, FRANKLYN
1808-0393	NOISE COMPLAINT		KENN	23:21:37 08/12/18	CLO	
1808-0389	HIT AND RUN	B	KENN	22:28:34 08/12/18	CLO	
1808-0125	STEALING OF/FRO	B	KENN	14:23:11 08/04/18	INA	ANDERSON, SHAWN
1807-1135	NOISE COMPLAINT		KENN	23:34:33 07/29/18	CLO	
1807-1106	VANDALISM/DAMAG	B	KENN	10:34:43 07/29/18	ACT	SEAY, SHELESA
1807-0882	911 HANGUP		KENN	09:48:17 07/23/18	CLO	
1807-0864	UNWELCOME VISIT	B	KENN	20:14:35 07/22/18	CLO	WEST 22,
1807-0848	BUSINESS DISPUT	B	KENN	13:47:23 07/22/18	CLO	
1807-0844	PERSON SCREAMIN		KENN	12:42:02 07/22/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1807-0725	NOISE COMPLAINT		KENN	19:24:20 07/19/18	UNF	HALBROOKS, VELENA
1807-0656	ILLEGAL DRUGS	B	KENN	20:44:03 07/17/18	CAA	
1807-0511	WELFARE CHECK	B	KENN	20:28:48 07/13/18	CLO	GENESIS ELEVATOR,
1807-0331	VANDALISM/DAMAG	B	KENN	10:12:00 07/09/18	INA	PASSOW, DONNA CHRISTINE
1807-0319	STOLEN VEHICLE	B	KENN	22:16:01 07/08/18	CAA	WEST 22,
1807-0221	CONTACT PERSON		KENN	12:10:47 07/06/18	CLO	
1807-0219	DEMENTED PERSON	B	KENN	11:50:32 07/06/18	ACT	COBB COUNTY DISPATCH,
1807-0203	UNWELCOME VISIT	B	KENN	00:11:30 07/06/18	ACT	
1807-0180	THEFT	B	KENN	15:40:10 07/05/18	INA	PADILLA, ALEXANDER CARLOS
1807-0169	THEFT	B	KENN	10:55:32 07/05/18	INA	
1807-0126	DISORDERLY PERS	B	KENN	22:02:09 07/03/18	CLO	WEST 22,
1807-0052	WELFARE CHECK	B	KENN	10:08:44 07/02/18	ACT	SMITH, AUSTIN
1806-1006	BUSINESS DISPUT	B	KENN	16:18:27 06/25/18	ACT	
1806-0742	DEMENTED PERSON	B	KENN	09:53:21 06/18/18	ACT	WEST 22,
1806-0732	SUSPICIOUS PERS		KENN	23:19:51 06/17/18	CLO	
1806-0682	ASSAULT	B	KENN	21:01:22 06/16/18	CLO	

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1806-0678	BURGLARY	B	KENN	18:40:27 06/16/18	INA	KING, CHARLES
1806-0406	ALARM-AUDIBLE		KENN	03:23:53 06/10/18	CLO	SWORREI, ASIA
1806-0381	SUSPICIOUS PERS	B	KENN	15:24:10 06/09/18	ACT	RIGGINS, JACKIE
1806-0199	VANDALISM/DAMAG	B	KENN	14:40:15 06/05/18	ACT	
1806-0177	ASSAULT	B	KENN	23:37:50 06/04/18	INA	COBB COUNTY DISPATCH,
1806-0167	DEMENTED PERSON	B	KENN	20:16:12 06/04/18	CLO	
1806-0156	SUSPICIOUS PERS		KENN	16:07:52 06/04/18	CNL	COBB COUNTY DISPATCH,
1806-0150	DEMENTED PERSON	B	KENN	13:05:05 06/04/18	ACT	
1806-0144	SUSPICIOUS PERS	B	KENN	11:53:00 06/04/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1806-0089	WELFARE CHECK	B	KENN	03:18:09 06/03/18	CLO	COBB COUNTY DISPATCH,
1806-0060	STREET HAZARD		KENN	12:46:50 06/02/18	CLO	COBB COUNTY DISPATCH,
1806-0031	NOISE COMPLAINT		KENN	23:18:17 06/01/18	CLO	WEST 22,
1805-1159	THEFT	B	KENN	15:46:01 05/30/18	INA	COBB COUNTY DISPATCH,
1805-1086	STEALING OF/FRO	B	KENN	16:33:02 05/28/18	CAA	MOORE, TYLER
1805-1052	PERSON DOWN	B	KENN	01:21:10 05/27/18	ACT	
1805-1045	SUSPICIOUS PERS		KENN	21:44:55 05/26/18	UNF	
1805-0969	NOISE COMPLAINT		KENN	00:27:12 05/25/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1805-0829	AUTO ACCIDENT	B	KENN	17:18:40 05/21/18	CLO	GREY, LUCAS
1805-0755	DOMESTIC DISPUT	B	KENN	12:37:46 05/19/18	ACT	VERHELLE, OLIVIA MARIE
1805-0647	NOISE COMPLAINT		KENN	21:26:10 05/16/18	UNF	CALDWELL, RILEY
1805-0588	DOMESTIC DISPUT	B	KENN	11:22:47 05/15/18	ACT	
1805-0559	DRUNK IN AUTO	B	KENN	16:43:37 05/14/18	CAA	
1805-0515	WELFARE CHECK	B	KENN	12:02:40 05/13/18	ACT	
1805-0513	AUTO ACCIDENT	B	KENN	10:29:07 05/13/18	CLO	WHITE, CAITLIN
1805-0471	UNWELCOME VISIT		KENN	05:39:54 05/12/18	UNF	COBB COUNTY DISPATCH,
1805-0364	FORGERY	B	KENN	15:41:19 05/10/18	ACT	ESCATE, RAUL
1805-0317	BURGLARY	B	KENN	14:01:36 05/09/18	INA	
1805-0243	BUSINESS DISPUT	B	KENN	14:10:12 05/07/18	ACT	
1805-0114	NOISE COMPLAINT		KENN	02:41:41 05/04/18	UNF	COBB COUNTY DISPATCH,
1805-0110	NOISE COMPLAINT		KENN	00:45:38 05/04/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-1120	VANDALISM/DAMAG	B	KENN	20:37:20 04/28/18	ECV	PARKER, AMBER NICOLE
1804-1076	NOISE COMPLAINT		KENN	00:54:03 04/28/18	UNF	COBB COUNTY DISPATCH,
1804-1069	NOISE COMPLAINT		KENN	22:01:55 04/27/18	UNF	
1804-0918	STOLEN VEHICLE		KENN	10:22:30 04/24/18	UNF	
1804-0767	ILLEGAL DRUGS		KENN	12:36:13 04/20/18	UNF	ALVOEARAN, JIMMY
1804-0649	THEFT	B	KENN	16:33:43 04/17/18	INA	GLOVER, SAVANNAH GRAYSON
1804-0643	STEALING OF/FRO	B	KENN	10:50:54 04/17/18	ACT	COBB COUNTY DISPATCH,
1804-0562	PERSON DRUNK		KENN	01:37:44 04/15/18	CLO	
1804-0509	WELFARE CHECK	B	KENN	00:41:54 04/14/18	ACT	
1804-0475	CONTACT PERSON	B	KENN	12:41:48 04/13/18	ACT	COCHRAN, ASHLEY
1804-0474	FORGERY	B	KENN	12:28:20 04/13/18	INA	SANDERS, MEREDITH
1804-0463	DOMESTIC DISPUT	B	KENN	23:34:41 04/12/18	ACT	KNIPFER, PATRICK JAMES

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1804-0427	AUTO ACCIDENT	B	KENN	08:09:21 04/12/18	CLO	COBB COUNTY DISPATCH,
1804-0386	NOISE COMPLAINT	B	KENN	23:05:09 04/10/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-0171	STREET HAZARD		KENN	14:47:27 04/05/18	UNF	
1803-1067	NOISE COMPLAINT	B	KENN	00:31:16 03/30/18	ACT	LYLE, KIARA RENEE
1803-1033	ILLEGAL DRUGS	B	KENN	23:34:44 03/28/18	CLO	ANONYMOUS,
1803-0940	AUTO ACCIDENT	B	KENN	11:00:27 03/26/18	CLO	COBB COUNTY DISPATCH,
1803-0803	ILLEGAL DRUGS	B	KENN	14:42:08 03/22/18	CAA	WEST 22,
1803-0632	ILLEGAL PARKING	B	KENN	01:54:33 03/18/18	ACT	STEKETEE, N J
1803-0622	ILLEGAL PARKING	B	KENN	22:55:19 03/17/18	ACT	IRWIN, JOSHUA T
1803-0505	NOISE COMPLAINT		KENN	00:35:53 03/15/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1803-0290	VANDALISM/DAMAG	B	KENN	18:45:48 03/08/18	CLO	FARNUM, ALEXANDRA L
1803-0043	THREATS	B	KENN	11:03:48 03/02/18	INA	ORE, ASIA NCHELLE
1803-0039	SUSPICIOUS PERS		KENN	04:20:10 03/02/18	UNF	MAPIER, MIRAH
1803-0009	ASSAULT	B	KENN	09:51:59 03/01/18	ECV	DARBY, GIANA
1802-0976	AUTO ACCIDENT	B	KENN	14:28:40 02/27/18	CLO	
1802-0908	BURGLARY	B	KENN	13:04:49 02/25/18	INA	FERREE, LAUREN
1802-0907	BURGLARY	B	KENN	12:37:43 02/25/18	INA	JONES, DOMONICK
1802-0681	TRAFFIC STOP	B	KENN	21:22:23 02/19/18	ACT	MALONEY, FRANKLYN
1802-0615	NOISE COMPLAINT	B	KENN	14:53:25 02/17/18	ACT	BOYD, BRANDON HOWARD
1802-0373	ILLEGAL DRUGS	B	KENN	01:02:09 02/11/18	INA	MOTON, ALEXANDRIA ELIZABETH-CARLL
1802-0304	THEFT	B	KENN	10:26:56 02/09/18	INA	
1801-0948	BUSINESS DISPUT	B	KENN	14:32:01 01/27/18	ACT	JONES, JALICIA ANAE
1801-0895	VANDALISM/DAMAG	B	KENN	10:14:44 01/26/18	INA	COBB COUNTY DISPATCH,
1801-0883	CONTACT PERSON		KENN	21:18:29 01/25/18	UNF	COBB COUNTY DISPATCH,
1801-0747	DOMESTIC DISPUT	B	KENN	09:24:09 01/22/18	ACT	BURNS, CAMERON ROBERT
1801-0608	VANDALISM/DAMAG	B	KENN	09:05:46 01/18/18	ACT	BALKCOM, ARIELLE
1801-0563	NOISE COMPLAINT		KENN	20:38:15 01/16/18	CLO	WRIGHT, RILEY
1801-0510	NOISE COMPLAINT		KENN	00:56:06 01/15/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1801-0387	WELFARE CHECK	B	KENN	00:46:39 01/12/18	CLO	BENJAMIN, MAIKELA MIANA
1801-0277	SUSPICIOUS AUTO		KENN	03:24:15 01/09/18	CLO	BOBO, NICHOLAS L
1801-0215	NOISE COMPLAINT		KENN	03:23:00 01/07/18	CLO	REFUSED,
1801-0197	DOMESTIC DISPUT	B	KENN	16:57:37 01/06/18	CAA	SMITH, EMILY
1801-0167	SNATCH THIEF	B	KENN	11:11:34 01/05/18	CLO	SEAY, SHELESA
1712-0945	SUICIDE ATTEMPT	B	KENN	10:39:48 12/23/17	ACT	BENJAMIN, MAIKELA
1712-0928	ALCOHOL VIOLATI	B	KENN	00:47:31 12/23/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1712-0621	THEFT	B	KENN	02:27:24 12/15/17	INA	WEDDINGTON, CHARLES W
1712-0525	VANDALISM/DAMAG	B	KENN	16:10:01 12/12/17	ACT	OWENS, BRIANNA
1712-0480	AUTO ACCIDENT	B	KENN	23:26:52 12/10/17	CLO	MAYBEN, LUKE

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						CHANDLER
1712-0446	NOISE COMPLAINT		KENN	23:52:40 12/09/17	CLO	
1712-0281	HARASSING/OBSCE	B	KENN	12:31:10 12/07/17	CLO	
1712-0243	VANDALISM/DAMAG	B	KENN	11:16:09 12/06/17	ACT	NEWMAN, BRITTANY EMMA
1712-0101	THEFT	B	KENN	23:23:00 12/02/17	ACT	REDDING, DARED
1712-0053	PERSON DRUNK	B	KENN	22:53:41 12/01/17	CAA	ANDERSON, SHAWN
1712-0023	AUTO ACCIDENT	B	KENN	15:34:21 12/01/17	CLO	BASS, HUGH
1711-0927	CONTACT PERSON	B	KENN	01:07:23 11/25/17	ACT	AMBRO, MARY
1711-0925	NOISE COMPLAINT		KENN	23:57:26 11/24/17	CLO	WEST 22,
1711-0831	NOISE COMPLAINT		KENN	01:03:38 11/22/17	CLO	LASO, EMMIE
1711-0788	CONTACT PERSON		KENN	00:37:19 11/21/17	CLO	WEST 22,
1711-0675	PERSON ARMED		KENN	01:57:28 11/18/17	CLO	
1711-0615	BUSINESS DISPUT	B	KENN	18:40:45 11/16/17	CLO	
1711-0546	NOISE COMPLAINT		KENN	23:37:04 11/14/17	CLO	AMMAN, EMILY
1711-0486	THREATS	B	KENN	16:50:55 11/13/17	CLO	MOHAMMED, AMINA
1711-0462	WELFARE CHECK		KENN	23:14:53 11/12/17	CLO	DOWDA, JILL
1711-0449	AUTO ACCIDENT	B	KENN	16:17:45 11/12/17	ACT	
1711-0183	TRESPASSING	B	KENN	13:58:19 11/05/17	ACT	SMITH, TIANA JADE
1711-0151	CONTACT PERSON		KENN	13:39:32 11/04/17	CLO	HOLCOME, ANGELA
1711-0087	NOISE COMPLAINT		KENN	02:51:05 11/03/17	UNF	
1710-1047	ALARM-AUDIBLE	B	KENN	07:25:16 10/26/17	ACT	LOUD SECURITY,
1710-1016	BOLO		KENN	11:03:44 10/25/17	CLO	
1710-0999	ILLEGAL PARKING		KENN	22:47:14 10/24/17	CLO	WEST 22,
1710-0996	BUSINESS DISPUT		KENN	21:52:40 10/24/17	CLO	KALESHI, DEFINA
1710-0994	WELFARE CHECK	B	KENN	20:49:01 10/24/17	CLO	WALKER, DOMINIQUE
1710-0833	NOISE COMPLAINT		KENN	23:23:43 10/20/17	CLO	REFUSED,
1710-0794	ILLEGAL DRUGS	B	KENN	11:17:10 10/20/17	ACT	
1710-0772	DISCHARGING FIR	B	KENN	20:56:36 10/19/17	ACT	ANONYMOUS,
1710-0726	ILLEGAL DRUGS	B	KENN	18:09:45 10/18/17	CAA	MOON, BRIAN M
1710-0693	VANDALISM/DAMAG	B	KENN	20:26:30 10/17/17	ACT	JENSEN, MACKENZIE
1710-0592	WANTED PERSON	B	KENN	01:26:50 10/15/17	CAA	MOON, BRIAN M
1710-0588	ILLEGAL DRUGS	B	KENN	00:37:27 10/15/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0550	DRUNK IN AUTO	B	KENN	04:44:11 10/14/17	CAA	
1710-0442	NOISE COMPLAINT		KENN	00:17:03 10/12/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0402	DOMESTIC DISPUT	B	KENN	23:10:01 10/10/17	CAA	CORREA, NICOLE
1710-0396	WELFARE CHECK		KENN	22:16:58 10/10/17	CLO	BASEL, CHRISTIANA YVONNE
1710-0369	CONTACT PERSON	B	KENN	14:22:27 10/10/17	CLO	
1710-0328	AUTO ACCIDENT	B	KENN	16:21:37 10/09/17	CLO	LACOURLY, JORDAN
1710-0285	SUICIDE ATTEMPT	B	KENN	00:31:00 10/08/17	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0240	SUSPICIOUS PERS		KENN	22:41:59 10/06/17	UNF	VAIN, EMILY
1710-0201	WELFARE CHECK	B	KENN	03:09:02 10/06/17	ACT	COBB COUNTY,
1710-0151	WELFARE CHECK		KENN	22:47:13 10/04/17	CNL	COBB COUNTY DISPATCH,
1710-0077	AUTO ACCIDENT	B	KENN	19:40:02 10/02/17	CLO	WEST 22,
1710-0074	THEFT	B	KENN	17:30:00 10/02/17	CLO	WILLETTS, VICTORIA
1710-0045	WELFARE CHECK		KENN	21:50:09 10/01/17	CLO	
1710-0040	AUTO ACCIDENT	B	KENN	20:23:32 10/01/17	CLO	KNIGHT, HUNTER

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1709-1264	ALCOHOL VIOLATI	B	KENN	20:32:25 09/30/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-1179	NOISE COMPLAINT		KENN	23:52:44 09/28/17	CLO	JONES, JALICIA ANAE
1709-1146	DISORDERLY PERS	B	KENN	01:27:35 09/28/17	ACT	
1709-1074	CONTACT PERSON	B	KENN	15:08:23 09/26/17	ACT	
1709-1035	AUTO ACCIDENT	B	KENN	16:10:56 09/25/17	ACT	KNIPFER, PATRICK JAMES
1709-0992	NOISE COMPLAINT		KENN	01:43:44 09/24/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0914	NOISE COMPLAINT		KENN	22:39:26 09/21/17	UNF	SWORREI, ASIA
1709-0902	AUTO ACCIDENT	B	KENN	17:53:12 09/21/17	CLO	
1709-0630	SUSPICIOUS AUTO		KENN	21:11:41 09/15/17	CLO	WEST 22,
1709-0598	AUTO ACCIDENT	B	KENN	11:01:00 09/15/17	CLO	COBB COUNTY DISPATCH,
1709-0335	DOMESTIC DISPUT		KENN	03:58:46 09/09/17	UNF	ARNOLD, TYLER
1709-0328	WELFARE CHECK		KENN	21:08:59 09/08/17	UNF	
1709-0295	ALCOHOL VIOLATI	B	KENN	04:23:54 09/08/17	CAA	MOON, BRIAN M
1709-0152	ALCOHOL VIOLATI		KENN	16:47:12 09/04/17	CLO	
1709-0142	ALCOHOL VIOLATI	B	KENN	00:38:42 09/04/17	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0136	SUSPICIOUS PERS		KENN	22:22:54 09/03/17	UNF	BLAIR, EMMA EILEEN
1709-0099	ALCOHOL VIOLATI	B	KENN	23:20:42 09/02/17	CAA	ANONYMOUS,
1709-0070	VANDALISM/DAMAG	B	KENN	10:49:45 09/02/17	ACT	GATTONI, DANIELLE
1709-0050	SUSPICIOUS PERS		KENN	23:24:09 09/01/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1246	SUSPICIOUS PERS		KENN	23:42:03 08/28/17	CLO	CROSS, SPENCER
1708-1241	PERSON DRUNK		KENN	21:46:37 08/28/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1181	VANDALISM/DAMAG	B	KENN	03:19:51 08/27/17	ACT	WEST 22,
1708-1169	PERSON DRUNK	B	KENN	00:08:05 08/27/17	ACT	COBB COUNTY DISPATCH,
1708-1101	AUTO ACCIDENT	B	KENN	18:54:04 08/25/17	CLO	YEARD, HAYDEN
1708-1056	ALCOHOL VIOLATI	B	KENN	01:37:02 08/25/17	CAA	SBALDIGI, G
1708-1052	ALCOHOL VIOLATI	B	KENN	00:06:43 08/25/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1009	ALCOHOL VIOLATI	B	KENN	02:24:04 08/24/17	CAA	ALVAREZ, MICHAEL
1708-0992	DOMESTIC DISPUT	B	KENN	16:20:26 08/23/17	ACT	COBB COUNTY DISPATCH,
1708-0780	AUTO ACCIDENT	B	KENN	14:01:26 08/18/17	ACT	CHENEY, EMILY
1708-0558	HIT AND RUN	B	KENN	13:37:57 08/13/17	CLO	MUNOZ, JACQULINE
1708-0533	ILLEGAL PARKING		KENN	18:47:52 08/12/17	CNL	JOHNSON, CAMERON
1708-0529	AUTO ACCIDENT	B	KENN	17:47:33 08/12/17	CLO	CABRERA, RAUL
1708-0513	AUTO ACCIDENT	B	KENN	13:51:05 08/12/17	CLO	ENGLISH, ROBERT
1708-0502	TRESPASSING	B	KENN	07:40:44 08/12/17	ACT	WEST 22,
1708-0461	TRESPASSING		KENN	14:10:50 08/11/17	CLO	COBB COUNTY DISPATCH,
1708-0385	SUSPICIOUS PERS		KENN	22:03:44 08/09/17	CLO	
3370	NOISE COMPLAINT		KSU	00:27:26 08/05/17	ACT	REFUSED,
1708-0131	ROBBERY	B	KENN	21:09:36 08/03/17	INA	COBB COUNTY DISPATCH,
1707-1115	CONTACT PERSON	B	KENN	11:42:52 07/26/17	CAA	
1707-1102	SUSPICIOUS PERS		KENN	03:27:40 07/26/17	UNF	WEST 22,
1707-0928	DISORDERLY JUV	B	KENN	19:56:45 07/21/17	ACT	

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1707-0891	SICK CALL	B	KENN	00:30:09 07/21/17	ACT	TRIMIAR, TAYLOR
1707-0723	VANDALISM/DAMAG	B	KENN	18:11:12 07/16/17	ACT	SAUNDERS, CATHERINE
1707-0669	DISCHARGING FIR		KENN	04:31:05 07/15/17	UNF	WEST 22,
1707-0396	WELFARE CHECK		KENN	05:18:05 07/09/17	CLO	
1707-0391	ILLEGAL DRUGS	B	KENN	00:47:55 07/09/17	CAA	
1707-0374	VANDALISM/DAMAG	B	KENN	16:06:15 07/08/17	ACT	STANDRIDGE, HALEY
1707-0358	SUSPICIOUS PERS		KENN	04:13:13 07/08/17	CLO	WATSON, BOB
1707-0352	BUSINESS DISPUT		KENN	00:46:55 07/08/17	CLO	EDWARDS, MADILYN
1707-0288	CONTACT PERSON		KENN	00:03:52 07/07/17	CLO	GRANT, NOAH
1707-0130	DOMESTIC DISPUT	B	KENN	16:03:08 07/03/17	CAA	COBB COUNTY DISPATCH,
1707-0129	AUTO ACCIDENT	B	KENN	15:50:50 07/03/17	CLO	COBB COUNTY DISPATCH,
1707-0105	ROBBERY	B	KENN	01:35:22 07/03/17	CAA	
1707-0072	UNWELCOME VISIT	B	KENN	04:19:37 07/02/17	ACT	
1707-0028	STOLEN VEHICLE		KENN	15:26:11 07/01/17	UNF	CARTER, JALEN TYWON
1706-1149	HARASSING/OBSCE	B	KENN	13:15:08 06/29/17	INA	GRESHAM, CHERISH A
1706-0962	PERSON ARMED		KENN	02:18:25 06/25/17	UNF	
1706-0925	ALCOHOL VIOLATI	B	KENN	02:03:42 06/24/17	CAA	FLOYD, KYLE
1706-0921	ALCOHOL VIOLATI	B	KENN	00:13:30 06/24/17	CAA	ANONYMOUS,
1706-0617	VANDALISM/DAMAG	B	KENN	16:11:32 06/16/17	INA	
1706-0462	CONTACT PERSON		KENN	18:30:03 06/12/17	CLO	BONHOMME, JUSTIN
1706-0390	FIREWORKS		KENN	21:49:29 06/10/17	CLO	
1706-0387	NOISE COMPLAINT		KENN	21:09:08 06/10/17	CLO	POLICARPIO, LIGAYA SARBIDA
1706-0357	NOISE COMPLAINT	B	KENN	03:42:34 06/10/17	ACT	STEPHENS, KALEI NICHOLE
1706-0257	NOISE COMPLAINT		KENN	00:28:04 06/08/17	CLO	WARFEL, ZACHARY JAMES
1706-0087	VANDALISM/DAMAG	B	KENN	07:24:28 06/03/17	ECV	GRAHAM, ASISEEA
1705-0869	VANDALISM/DAMAG		KENN	12:15:44 05/21/17	CLO	BARNES, JAMES BRANDON
1705-0673	NOISE COMPLAINT		KENN	23:50:52 05/16/17	UNF	Pettit-Mcferrin, KATHERINE
1705-0666	CONTACT PERSON		KENN	22:11:57 05/16/17	CLO	WARFEL, ZACHARY JAMES
1705-0612	WELFARE CHECK	B	KENN	13:10:26 05/15/17	CLO	COBB COUNTY DISPATCH,
1705-0585	WELFARE CHECK		KENN	21:21:59 05/14/17	CLO	HOFFER, WENDY
1705-0443	ASSAULT	B	KENN	13:33:21 05/11/17	ECV	TENCH, ELIZABETH
1705-0336	WANTED PERSON	B	KENN	22:45:49 05/08/17	CAA	FLOYD, KYLE
1705-0334	THEFT	B	KENN	22:11:30 05/08/17	INA	WARFEL, ZACHARY JAMES
1704-1132	ILLEGAL DRUGS	B	KENN	02:27:34 04/30/17	CAA	MEADE, MATTHEW G
1704-1089	BUSINESS DISPUT	B	KENN	02:24:46 04/29/17	ECV	
1704-1079	WANTED PERSON	B	KENN	22:30:19 04/28/17	CAA	MEADE, MATTHEW G
1704-1031	SUICIDE ATTEMPT	B	KENN	23:19:50 04/27/17	CLO	PARKS, DEJON
1704-0847	PERSON DOWN	B	KENN	00:53:16 04/23/17	CAA	
1704-0826	CONTACT PERSON	B	KENN	14:01:51 04/22/17	ACT	COBB CO DISPATCH,
1704-0810	WELFARE CHECK	B	KENN	22:18:22 04/21/17	ACT	CLARK, HUNTER
1704-0714	ILLEGAL DRUGS	B	KENN	01:24:14 04/20/17	ACT	SQUIRES, ASHLEY
1704-0560	STOLEN VEHICLE		KENN	00:53:34 04/16/17	UNF	EVAN, SHANIA
1704-0482	NOISE COMPLAINT		KENN	00:54:53 04/14/17	UNF	COBB COUNTY DISPATCH,

2200 Benman Ln

1704-0088	SUSPICIOUS AUTO		KENN	00:15:08 04/03/17	CLO	ANONYMOUS,
1703-1184	ALCOHOL VIOLATI	B	KENN	20:00:38 03/29/17	CAA	SHUMPERT, RICKY
1703-1180	BUSINESS DISPUT	B	KENN	19:17:45 03/29/17	ACT	PUSHKOVA, ADRIANA
1703-1167	RAPE	B	KENN	17:55:38 03/29/17	INA	SQUIRES, ASHLEY
1703-0963	SUSPICIOUS PERS		KENN	03:48:45 03/24/17	UNF	OSTEEN, ABBY
1703-0948	AUTO ACCIDENT	B	KENN	22:54:05 03/23/17	CLO	WEST 22,
1703-0936	THEFT	B	KENN	18:00:27 03/23/17	ACT	AURINGER, TAYLOR
1703-0918	VANDALISM/DAMAG	B	KENN	11:36:53 03/23/17	ACT	GRINDLE, JAMES BRADY
1703-0709	NOISE COMPLAINT		KENN	03:18:47 03/18/17	CLO	VELERO, MARIA
1703-0707	NOISE COMPLAINT		KENN	02:11:10 03/18/17	CLO	CLARKE, BEBE
1703-0587	VANDALISM/DAMAG	B	KENN	16:22:11 03/15/17	CLO	TAARIQ, TAAHIRAT
1703-0449	NOISE COMPLAINT	B	KENN	23:27:47 03/11/17	ACT	HENESSY, ALEXANDER
1703-0391	FORGERY	B	KENN	16:42:22 03/10/17	ACT	KIEFFER, MATT B
1703-0316	PERSON INJURED	B	KENN	21:43:44 03/08/17	ACT	
1703-0300	AUTO ACCIDENT	B	KENN	15:38:46 03/08/17	CLO	URQUHART, JONAH
1703-0215	VANDALISM/DAMAG	B	KENN	22:58:26 03/06/17	CLO	RODRIGUEZ, ASHLEY
1703-0176	TRESPASSING	B	KENN	23:32:54 03/05/17	ACT	HALL, KATHRYN ADAIR
1703-0144	ALCOHOL VIOLATI	B	KENN	18:40:26 03/04/17	CAA	HENNESSEE, ALEXANDER P
1703-0142	NOISE COMPLAINT		KENN	17:44:01 03/04/17	CLO	COBB COUNTY DISPATCH,
1703-0099	VANDALISM/DAMAG	B	KENN	15:54:33 03/03/17	ACT	
1702-1070	SUSPICIOUS PERS		KENN	21:15:40 02/27/17	CLO	FASTO, RACHEL
1702-1010	BUSINESS DISPUT		KENN	03:02:45 02/26/17	CLO	OBRIEN, MICHAEL D
1702-1005	WELFARE CHECK		KENN	23:23:43 02/25/17	CLO	DAVIS, TONY
1702-0943	CONTACT PERSON		KENN	13:57:39 02/24/17	CLO	BUTLER, SHANTE
1702-0739	NOISE COMPLAINT		KENN	01:15:36 02/19/17	CNL	WEST 22,
1702-0740	NOISE COMPLAINT		KENN	01:14:43 02/19/17	CLO	AGUILA, SOCORRO HARO
1702-0699	DISORDERLY PERS	B	KENN	00:41:36 02/18/17	CAA	ROMEO, AUBREY
1702-0477	AUTO ACCIDENT	B	KENN	20:18:11 02/12/17	ACT	SQUIRES, ASHLEY
1702-0356	ALCOHOL VIOLATI	B	KENN	01:52:56 02/10/17	CAA	WEST 22,
1702-0255	SUSPICIOUS AUTO		KENN	01:26:16 02/08/17	UNF	COSTONA, BRANDON
1702-0179	ILLEGAL DRUGS		KENN	21:07:17 02/05/17	UNF	REFUSED,
1702-0114	DOMESTIC DISPUT		KENN	23:53:01 02/03/17	UNF	
1702-0086	BUSINESS DISPUT	B	KENN	11:57:16 02/03/17	ACT	SIMS, RASHANITA ADASHA
1702-0032	FORGERY	B	KENN	20:06:31 02/01/17	INA	WOMACK, DIDI
1701-0880	WELFARE CHECK		KENN	01:52:33 01/22/17	UNF	
1701-0881	FIGHT		KENN	01:51:28 01/22/17	CNL	
1701-0750	VANDALISM/DAMAG	B	KENN	15:58:00 01/19/17	ACT	SANCHEZ, YARICZA
1701-0706	ILLEGAL DRUGS	B	KENN	10:33:50 01/18/17	INA	CRIME STOPPERS,
1701-0677	BUSINESS DISPUT		KENN	17:46:05 01/17/17	CLO	CLEMONES, MASON
1701-0670	CONTACT PERSON	B	KENN	16:51:00 01/17/17	INA	HAGLUND, MATHEW CARTER
1701-0610	ASSAULT	B	KENN	01:12:41 01/16/17	CLO	HALL, WILLIAM
1701-0529	NOISE COMPLAINT		KENN	03:08:14 01/14/17	UNF	COBB COUNTY DISPATCH,
1701-0527	NOISE COMPLAINT		KENN	01:29:56 01/14/17	CLO	CLARK, LEAH M
1701-0446	ANIMAL INVESTIG	B	KENN	23:07:06 01/11/17	ACT	AGUILA, SOCORRO HARO

2200 Bensman Ln

1701-0367	SICK CALL		KENN	18:14:44 01/09/17	CLO	JAKE,
1701-0362	VANDALISM/DAMAG		KENN	17:46:01 01/09/17	CLO	ALVARAN, JIMMY
1701-0285	SICK CALL		KENN	11:33:00 01/08/17	CLO	FERRERO, MARIA
1701-0264	AUTO ACCIDENT	B	KENN	19:11:42 01/07/17	CLO	WILLIAMS, CARLTON JASON
1701-0256	CONTACT PERSON	B	KENN	16:21:17 01/07/17	ACT	DAVIS, MADELENE
1701-0249	HIT AND RUN		KENN	09:23:36 01/07/17	CLO	MCEVILLY, OLIVIA CHRISTINE
1701-0242	HIT AND RUN	B	KENN	01:50:36 01/07/17	CAA	BOSTIC, WILLIAM D
1701-0241	VANDALISM/DAMAG	B	KENN	01:25:32 01/07/17	ACT	NOLAN, WILLIAM
1701-0052	THEFT	B	KENN	14:06:33 01/02/17	INA	ARNOLD, DANIEL STEVEN
1701-0030	CONTACT PERSON		KENN	22:30:04 01/01/17	CLO	WATSON, BOB

EXHIBIT
D

CITY OF KENNEW, GEORGIA

EXECUTIVE ORDER

EO-02

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 1, 2020 a Proclamation Declaring a National Emergency related to COVID-19 was issued by President Donald J. Trump; and

WHEREAS, Georgia Governor Brian Kemp issued a disaster proclamation on March 14, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties and cities in the State of Georgia; and

WHEREAS, a Declaration of Emergency was executed by the Mayor of the City of Kennesaw and became effective on March 20, 2020; and

WHEREAS, the City recognizes the importance of full public participation in City land use decisions.

NOW THEREFORE, pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2, it is hereby ORDERED:

1. That all land use matters requiring a public hearing, including, but not limited to, all zoning, annexation, variance, special land use, historic preservation and other land use matters are stayed through the expiration of the Declaration of Emergency.

SO ORDERED this 25TH day of MARCH 2020.

Derek Easterling, Mayor
City of Kennesaw

CITY OF KENNESAW
SEAL
KENNESAW, GA

EXHIBIT
E

Office of the Mayor
City of Kennesaw
Derek Easterling, Mayor

EXECUTIVE ORDER
(EO-06)

CITY OF KENNESAW, GEORGIA

CONTINUATION OF DECLARATION OF EMERGENCY

A Declaration of Emergency was executed and became effective on March 20, 2020. Pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2(a)(3), "no state of emergency shall continue for longer than 30 days, unless renewed by the mayor."

Due to the on-going nature of the Covid-19 emergency, it is hereby ORDERED that the Declaration of Emergency is hereby renewed and the Declaration of Emergency, and any Executive Order(s) related thereto, shall continue until the mayor finds that the emergency no longer exists, at which time the mayor shall execute and file with the city clerk a document marking the end of the state of emergency. The city council may, by resolution, end a state of emergency at any time.

SO ORDERED this 06TH day of MAY 2020.

Derek Easterling

CITY OF KENNESAW
SEAL
KENNESAW, GA

2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 * (770) 424-8274 * Fax (678) 460-2844

City of Kennesaw, GA

EXHIBIT F

Office of the Mayor
City of Kennesaw
Derek Easterling, Mayor

CITY OF KENNESAW, GEORGIA

RESCINSION OF EXECUTIVE ORDER 02

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 1, 2020, a Proclamation Declaring a National Emergency related to COVID-19 was issued by President Donald J. Trump; and

WHEREAS, Georgia Governor Brian Kemp issued a disaster proclamation on March 14, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties and cities in the State of Georgia; and

WHEREAS, a Declaration of Emergency was executed by the Mayor of the City of Kennesaw and became effective on March 20, 2020; and

NOW THEREFORE, pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2, it is hereby ORDERED:

1. Effective immediately, in an effort to restore and resume City business, all land use matters requiring a public hearing, including, but not limited to, all zoning, annexation, variance, special land use, historic preservation, and other land use matters, City of Kennesaw Executive Order 02 is rescinded in effect.

SO ORDERED this 29TH day of MAY 2020.

Derek Easterling

CITY OF KENNESAW SEAL KENNESAW, GA

2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 • (770) 424-8274 • Fax (678) 460-2844

Lea Addington

From: BARRY MILLER <[redacted]>
Sent: Monday, June 15, 2020 4:10 PM
To: kennesawcouncil
Subject: Proposed Re-zoning at 1465 Shiloh Trail Road

Dear Sirs:

As a 24 year resident of Fairways To Pine Tree, I want to voice my opposition to the rezoning of 1465 Shiloh Trail Road. Our neighborhood is contiguous to Shiloh Trail Road and we will be negatively impacted by the rezoning.

Although several modifications have been made to the project such as making it impossible for the inhabitants to turn left onto Shiloh Road, there is no such deterrent for keeping students from retuning from campus via Frey Lake Road and turning right onto Shiloh. We know this is what students will do based on experience with other projects close by where developers & representatives from KSU promised us that there were plenty of incentives & alternative transportation services built into their proposals to keep students from traversing through our neighborhood. We were right and they were wrong.

During class changes, cars, trucks, motorcycles are bumper to bumper and many are exceeding the speed limit. The noise and danger from these vehicles are destructive to our status as a residential neighborhood suitable for families with children. Residents sense the neighborhood is no longer a respite from the world and begin making plans for moving while avoiding maintenance or attention to their properties.

I encourage you to vote no to the rezoning.

Respectfully,

Barry Miller
3691 Frey Lake Road NW
Kennesaw, GA 30144
[redacted]

Lea Addington

From: Buzz Alexander <[redacted]>
Sent: Monday, June 15, 2020 4:22 PM
To: kennesawcouncil
Subject: Rzoning at 1465 Shiloh Rd

I adamantly oppose the rezoning for the 1465 Shiloh Road property. This act would adversely impact all residents in the Pinetree community regardless of the Pinetree Civic Association's position. The politicians at both local levels have lied to this board, even promising to close Frey Lake Road. The college will never allow that to happen. For once in your careers, start thinking about the people and their needs rather than the developers. KSU does not need this rezoning and neither does the Pinetree community.

--

Please remove all names before forwarding.

Lea Addington

From: Arthur Way <[redacted]>
Sent: Monday, June 15, 2020 4:24 PM
To: kennesawcouncil
Subject: OPPOSITION TO THE REZONING OF 1465 SHILOH ROAD

I am writing to oppose the rezoning of this property at 1465 Shiloh Road.

For the reasons stated below this should not be allowed to move forward:
Density does not comply with the rezoning requirements and it will be a tax on the infrastructure systems.
Storm water runoff will be a detriment to adjacent properties.
Retaining walls will cause harm to the adjacent businesses.
It will cause a reduced market value of the adjacent business properties.
How do we know if KSU will really need more housing after the Covid-19 has changed everything, especially with education.
If not used it will be empty and an eyesore for years to come.

As a property owner in the business park I strongly object to the rezoning and ask that you deny the request.

Sincerely,

Arthur L. Way
Elk River Properties LLC
1275 Shiloh Rd., Suite 2130
Kennesaw, Georgia 30144

Lea Addington

From: Jeffrey Davis <[redacted]>
Sent: Monday, June 15, 2020 4:30 PM
To: kennesawcouncil
Subject: 1465 Shiloh Road Rezoning

To the honorable Mayor and City Council of Kennesaw,

I write in opposition of the rezoning of 1465 Shiloh Road by the applicant Fountain Residential Partners. The design and application provided fails to meet the requirements of the RM-12 rezoning and will be a detriment to the Pinetree Country Club community if approved. My family has been residents of Pinetree since the late 1970s and I think this rezoning will increase traffic and add further congestion to our neighborhood.

Please do not approve the rezoning of 1465 Shiloh Road.

Sincerely,

Jeff Davis
3743 Creekwood Xing, Kennesaw, Ga 30144

Lea Addington

From: Nancy Dowling <[redacted]>
Sent: Monday, June 15, 2020 4:52 PM
To: kennesawcouncil
Subject: 1465 Shiloh Rd Rezoning

I live on Frey Lake Road. When college students are in town our traffic is horrendous because so many students cut through from the apartments at Cherokee and McCollum. They cut through going TO and FROM class.

This Shiloh complex would increase traffic coming FROM class far too much more. The exit from the neighborhood on Ayers is the easiest way for them to get back home and practically dumps them in the driveway without crossing traffic!

This development will destroy our quality of life here. Walking the dog will be too dangerous! Please, please do not allow!

Nancy Dowling

Lea Addington

From: Brendan Cosgrove <[redacted]>
Sent: Monday, June 15, 2020 5:06 PM
To: kennesawcouncil; Darryl Simmons
Subject: Objection to Shiloh Student Housing

My name is Brendan Cosgrove. I live at 4028 Ayers Drive, which is situated just behind the proposed development. It's a house that I share with my wife, and, in less than a month, a baby. I had hoped to attend this meeting in person -- as would some of my neighbors -- but the current pandemic and previous engagements has many stuck at home. I hope these words will carry the same impact as my physical presence and I hope my neighborhood's opposition will be considered beyond the page.

I want to be respectful of your time so I'll try to keep this brief.

I feel you won't need much convincing that this development will certainly make one of the city's busiest intersections more dangerous. I don't think it's really in question that this development will have a substantial impact on traffic in our residential neighborhood. But conveniently for the out-of-state developers, it could be years before we know how substantial that impact may be. Or whenever we get a traffic study. It is also clear that property values will be diminished, unless of course the next big housing trends put an emphasis on lack of privacy.

I don't make that comment flippantly. The developers don't seem to have exact specifications for grading and drainage yet, so they can't guarantee what sight lines look like into our houses and yards. One guarantee we do have? A lot of us will have to invest in some quality curtains.

Quality of life will also be affected since overflow parking will almost certainly end up on our streets and in the neighboring business park. I am unpersuaded by the amount of parking spots the development has allocated, especially since such a large amount of them are compact spots. If that's a solution, maybe the developers should just paint twice as many lines. It seems to me that this parking "solution" is merely an attempt to convince the city that they'll get twice as much pizza if they cut the slices in half.

This development also doesn't suit the neighborhood. Weeks ago, someone tried to make the argument that this plot of land is "surrounded by commercial property." That ignores, well, the property that surrounds it.

Please don't mistake my argument for an anti-growth/"Stay out of my neighborhood" critique. I am extremely sympathetic to growth. And I have personally lived in several college towns in this state. I'm not naive enough to think that this city will look the same in 25 years. I'm not trying to stand in the way of progress. But the whole point of zoning laws is to make sure that that progress benefits the community. The whole point of zoning laws is to ensure growth makes sense. This development misses the mark on both counts.

I thank the city council and the mayor for their valuable time. Have a good night.

Brendan Cosgrove
4028 Ayers Dr NW
Kennesaw, GA 30144

Lea Addington

From: Mary Clarice Hathaway [redacted]>
Sent: Monday, June 15, 2020 5:07 PM
To: kennesawcouncil
Subject: Rezoning for 1465 Shiloh Road

Dear Mayor and Kennesaw City Council,

While I have already sent correspondence to all of you stating my objections to the new residential development potentially being considered off of Shiloh Road, I am writing this email to reinforce my objections. My previous letter, that I hope and assume that you all read, stated all of my objections specifically. So the point of this email is to reinforce that, but also let you all know that the overwhelming majority of us that live in Pinetree Country Club DO NOT SUPPORT this development in any capacity. However, the Pinetree Civic Association that is supposed to positively promote and support the neighborhood is sending you a letter of support for the development, even knowing that we do not support this.

The PTCA sold out and decided to go against the neighborhood that they are supposed to represent. This development is going to cause traffic issues, noise issues, and land issues. It will devalue our property and the PTCA has already acknowledged that the available "solutions" will still place the burdens and inconveniences that this development will create on the backs of the Pinetree residents.

I have not spoken with one person who is in favor of this. If you all vote to approve this measure, just know that you'll be betraying the very people you are supposed to represent.

Sincerely,

Mary Clarice Hathaway
Pinetree Resident

Lea Addington

Comments – C

From: Lea Addington
Sent: Monday, June 15, 2020 2:11 PM
To: 'kennesawcouncil@kennesaw-ga.gov'
Subject: Public Comment - Frey Family

Marty,

Please include Charles and Vicki Frey to the list of names in opposition of removing the Confederate battle flag from Commemorative Park. Mrs. Frey called me and would like for her position to be included in the record. They have been residents of the City of Kennesaw for over 30 years.

Thanks,

Lea Addington
City Clerk
City of Kennesaw, GA
2529 J.O. Stephenson Ave. Kennesaw, GA 30144
770-424-8274 (o) | 404-931-3549 (c)
www.kennesaw-ga.gov

Lea Addington

From: Wil Goldstein <[redacted]>
Sent: Monday, June 15, 2020 2:44 PM
To: Derek Easterling; James Eaton; Tracey Viars; Patrick Ferris; chenderson@jennesaw-ga.gov; David Blinkhorn; kennesawcouncil
Subject: Monument Flag Removal

6/15/202

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Good Afternoon Distinguish Members of the Kennesaw City Government,

I am writing to you to today with a heavy heart. I learned last week that a monument had been removed. Under Georgia Monument Protection Law 50-30-1,

you are not supposed to remove nor alter the monument. The monument in reference is a flag that is part of the monument that memorializes Phillip's Legion.

I will not labor you with the minutia of the law, but I will simply ask that the flag be replaced to its proper pole.

I understand that in these changing times that we live in why a citizen of the city might remove something that they disagree with.

But as upholders of the law I would never think that you would take the law into your own hands and totally disregarded the law that you are sworn to uphold.

I simply encourage you to replace the flag that was removed and use this area as a teaching tool and not one of malice nor the overreaching of city government.

We are all part of history, it's a shame that we all do not want to reminder our collective history.

It is not up to one person nor a board of people that were voted into office to erase it, but it is up to all of us all to remember it and learn from it.

Respectfully Yours,

Wil MacFarlane-Goldstein
Cobb County Resident

Lea Addington

From: [redacted]
Sent: Sunday, June 14, 2020 8:32 PM
To: kennesawcouncil
Subject: Do not remove the Confederate Battle Flag from the downtown park.

Please include my comments below for the record in your June 16 city council meeting to discuss the replacement of the Georgia Confederate flag in case I am unable to attend in person.

Dear Mayor Easterling and Kennesaw City Council Members,

Do not remove the Confederate Battle Flag from the downtown park. Official Code of Georgia Annotated § 50-3-1 is very explicit in the protection of memorials on public property - you cannot alter or remove a monument just because you don't like it.

Don't go down that road – selectively altering or removing historical monuments that you disagree with just because your personal interpretation of history leads you to be offended. Where does your social outrage start and end? What will you allow and what is not?

Are you ready to tear down monuments to Thomas Jefferson and George Washington because they were slave owners? Did you disagree with the Vietnam War and because you believed the United States had no business in southeast Asia? Did you disagree with the Iraq War in 2003 that toppled Saddam Hussein – thinking the United States has no right to remove a foreign government? If yes – do you blame and demonize the soldiers who fought in those wars and thus believe you have the right to alter or remove the war memorials to the Vietnam and Iraqi War Veterans? I think not. Soldiers obey orders and are separated from politics. The soldiers from the *War Between the States* should not be treated differently.

Most likely your interpretation of the *War Between the States* makes you think Confederate symbols are <u>only</u> about hate – that the symbols are offensive, hurt people's feelings, and thus must be removed. However, to an equally great number of people – who understand the institution of slavery was wrong but don't retroactively judge the society from 170 years ago by modern standards (it was just the way things were) – can fairly interpret the facts which show the Federal government fought the war only to preserve the Union (not to free the slaves) while the majority of Georgia Confederates soldiers only fought to protect their state and personal possessions from General Sherman's invasion and "total war" scorched earth policy.

It is not your place to erase history. Such an action will only lead to more radical calls for American monument removal. Where will it end?

If you dislike the flag and monument so much then seek a compromise - just install your own information plaque on a nearby street corner with your personal views on the subject but leave the monument as is. Let history stand and allow people to observe, remember, and draw their own conclusions about monuments in our state. We don't need the City of Kennesaw government being our thought police.

With appreciation for your public service but in complete opposition to your policy of selective historical censorship, I am

Michael Reither

Michael Reither, 3789 Sweat Creek Run, Marietta, GA 30062

Lea Addington

From: James Bishop <[redacted]>
Sent: Sunday, June 14, 2020 8:18 PM
To: kennesawcouncil
Subject: Confederate Flag

Have you people just lost your mind. Southern history is American history. This has been done to divide our people. Wake up.

James Bishop
Marietta
Sent from my iPhone

Lea Addington

From: Benjamin Wren <[redacted]>
Sent: Sunday, June 14, 2020 11:18 AM
To: kennesawcouncil
Subject: Confederate Flag

To all councilmen and cancelwomen please do not erase history - Let's use history to teach future generations how to move forward not backwards-

Everything we have witnessed in the past few weeks has failed and hurt these countries who took this approach removing and erasing history -

That is the reason I urge you to allow the confederate flag to fly in the park -

Thank you - Benjamin Wren

Sent from AT&T Yahoo Mail on Android

Lea Addington

From: Brian Babyak <[redacted]>
Sent: Monday, June 15, 2020 12:01 PM
To: kennesawcouncil
Subject: The confederate flag

Dear council members,

I would like to voice my disproval if removing the flag or anything else that people deem offensive. I am very concerned about this cancel culture and if you start allowing a group of people remove things then it will never stop. I do not like racism and am very sorry that people have become overly sensitive to it but they allow themselves to get offended. We can. Or allow mobs to decide what is allowed. Everybody should be able to display what they want.

Brian Babyak
Sent from my iPhone

Lea Addington

From: James Bonds <[redacted]>
Sent: Monday, June 15, 2020 7:00 AM
To: kennesawcouncil
Subject: Commemorative Park

Dear Council Member:

I must strongly protest any effort to remove or replace the Confederate flag from its presence in Commemorative Park. The mere name of the park denotes why the flag is there. Kennesaw has a unique significance in the history of the area, both as the origin of the Andrews Raid and as a key station on the Western and Atlantic railroad.

The exigencies of the current time notwithstanding, our collective history mandates that we respect our forebearers. The Confederate flag must stay as representative of our history.

Regards,
James R. Bonds

Lea Addington

From: jeffrey wright [redacted]>
Sent: Sunday, June 14, 2020 10:35 PM
To: kennesawcouncil
Subject: Historic Flags in Fuller Park

My name is Jeffrey Wright and I want to encourage the Mayor and Kennesaw City Council members to leave the existing flag poles and the American, Georgia and Confederate flags flying from them as they have since at least 1962.

Kennesaw is synonymous with the American Civil War as much as Gettysburg or Chickamauga and should strongly embrace this legacy of history. I further want to encourage others, perhaps new to the area to learn this unique history, not avoid or disown it, because some have not taken the time to understand it.

We should not take away but add to the pages of history, encourage those who may be pushing this issue to erect new monuments or flag plazas around the city to recognize individuals or causes they deem important. Build up not tear down.

Yesterday's history can and should co-exist with contemporary history, one doesn't have to be forfeited for the other!

I am respectfully,
Jeffrey Wright
Kennesaw Ga

Sent from my iPad

Lea Addington

From: Garry Daniell <[redacted]>
Sent: Sunday, June 14, 2020 10:02 PM
To: kennesawcouncil
Subject: Confederate Flag Removal

Gentlemen:

I vehemently oppose the removal of the flag from the monument in Kennesaw. Not only does it violate state law, it is an insult to the soldiers as well as to the community. I further feel that it is an unwise political move for the City Council to let itself be influenced by the grumblings of less that 10% of our population. We should learn from our history so that the same mistakes are not made again. Erasing it is the tactic used by Socialism as evidenced by Hitler, Stalin and ISIS to control the population with the purpose being that if one's history is removed, their identity will be lost.

I suggest that you seriously reconsider your actions. Should you move forward in your plans for removal, I will fully support prosecuting all responsible to the full extent available under the Law.

Respectfully,
Garry Daniell
Smyrna, GA

Lea Addington

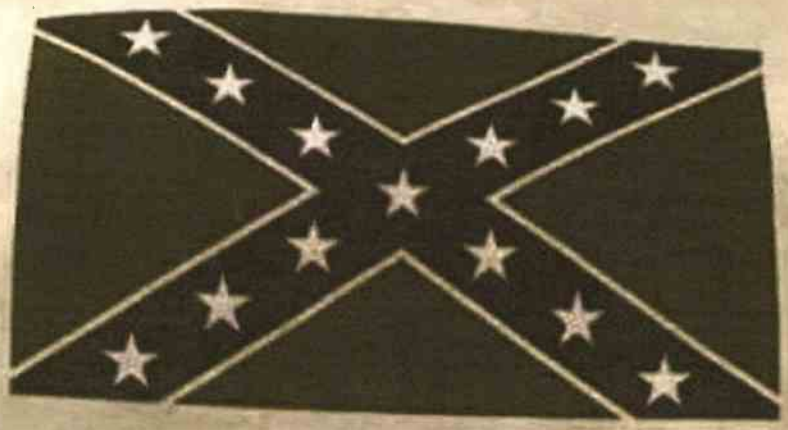
From: Eddie Hensley <[redacted]m>
Sent: Sunday, June 14, 2020 10:20 AM
To: kennesawcouncil

I support the flag to remain

Lea Addington

From: Sarah Peterson <[redacted]>
Sent: Thursday, June 11, 2020 11:22 PM
To: kennesawcouncil
Subject: Confederate Flag
Attachments: image0.png; ATT00001.txt

Maybe you should share the true meaning of the flag before you decide that it isn't representative of this city.



What it really means.

The red represents the blood of Christ.
The white border represents the protection of God.
The blue "X" represents the Christian cross of Saint Andrew, the first disciple of Christ Jesus and patron Saint of Scotland.
The 13 stars represent the 13 Southern states of secession.
Thus, the message of the Confederate battle flag is "Through the blood of Christ, with protection of God, We, the 13 states, are united in our Christian fight for liberty."

Lea Addington

From: Carol Robertson A Heavenly Carriage <[redacted]t>
Sent: Thursday, June 11, 2020 9:06 PM
To: kennesawcouncil
Subject: Public Comment regarding our Southern Heritage

Dear Council Member,
https://www.scribd.com/document/408211685/Georgia-Monuments-Bill-SB77#from_embed

May I please have you review the law in Georgia regarding historical monuments and museums. If you choose to pursue the removal of our history, you need to know you are breaking the law. The LAWS of Georgia which you swore to uphold. This is a violation of your office.

Blessings,

Carol Robertson

2815 Summer Stream Drive
Kennesaw, GA 30152
[redacted]

Lea Addington

From: jennifer jordan <[redacted]>
Sent: Monday, June 15, 2020 4:52 PM
To: kennesawcouncil
Subject: Memorial flag

Kennesaw has been a city since 1887. The history of Kennesaw represents how the city was born. When we change histroy to accommodate modern times maybe we need to reconsider the city its self. Maybe its time to remove the city and become another city in Cobb County. Kennesaw is very special and has a lot of history. My kids and myself grew up coming to the reenactment down town. It was a family affair. I have a lot of veterans in my family. How should they feel? Like their sacrifice was for nothing? That is who we are affecting and it is a sad day that this is the reality we want to be known for in Kennesaw. I ask that you let the people of Kennesaw decide in the removal of OUR memorial.

When do we stand up for the history that brought all people here. Without histroy there will be nothing to protest!

Lea Addington

From:	SPARKYSMOMV . <[redacted]>
Sent:	Monday, June 15, 2020 4:59 PM
To:	kennesawcouncil
Subject:	Confederate Flag URGENT--Please read before tonight's meeting
Attachments:	Bardy Larkin Abernathy CSA Private (GGGG GPA).jpg

As a long time resident, I'm completely appalled by the fact that the city council and mayor would remove a flag that represents many of our families that helped to found this city before it ever came to be known as Kennesaw.

There are a multitude of facets of the Civil War that can be debated, but some facts cannot be ignored. What happened, happened. It cannot be erased. Just like a rape victim will never forget the moment, the US cannot forget that moment either. No matter how hard anyone tries. Removing a flag from a Memorial Park will not do that either.

The flag harms no one. It is not illegal. It is protected by Georgia law. The city should not be allowing "cancel culture" to override common sense.

As a multi-generational Southerner, with ancestors that fought in the war--part of the 97% that did not own slaves--that flag represents family members. Men that perished in the fighting, the kids that starved, the women that were raped and/or abused, aunts/uncles that died from disease because doctors were on the battlefront, businesses or farms that were built not just once, but twice after they were destroyed by an invader. My family fought to protect themselves, their livelihoods, their homes, and their children. Do their lives mean any less than those of the next person's? By removing the flag, that is the choice you are making. You are choosing one family over another. One person over another--and one of your citizens over another. How can you do that simply because it is the political thing to do in today's climate?

I'm not a writer, and I'm not a speaker. I am an avid reader, and I am a nerdist that is fascinated by history. I found this article when I decided to write to you and make my voice heard. I sincerely hope that you take the time to read it and understand what your decision will mean to EVERYONE.

https://www.nationalreview.com/2015/06/confederate-flag-should-stay-charleston-shooting-debate/

One of the points in the article states: ***"If you extrapolated Southern losses into our current American population, the war would cost the lives of a staggering 9 million men, with at least an equivalent number injured. To understand the impact of that human loss, I'd urge you to read Harvard president Drew Gilpin Faust's Republic of Suffering — a book that explores the psychological impact of omnipresent, mass-scale death on southern culture."***

According to this, and other experts, losing our Southern culture is having an even bigger impact on us than on those claiming they are offended by it. The southern people suffered greatly during and after the war. By removing all symbols of that time like flags, monuments, and memorials, opponents are saying that their trials and struggles mean nothing. The argument being used today is that the flag is a symbol of racism and evokes unwanted emotions. What about the emotions of those that lost family and worldly possessions to the war, and are now losing every reminder of them because someone disagrees? Their bravery, loyalty, determination, and honor should not be forgotten, and many times simply by passing Memorial Park and seeing that flag does that. After all, isn't that what Memorial Park is supposed to do?

"If the goal of our shared civic experience was the avoidance of pain, then we'd take down that flag. But that's of course not the goal. Rather, we use history to understand our nation in all its complexity — acknowledging uncomfortable realities and learning difficult truths.

Thank you for taking the time to read my objection to the removal of the Confederate flag. I do not believe it would be a majority choice of the actual city residents (and non-college students) to take it down. It would not only be illegal, but hurtful to many of your fellow citizens. Please do the right thing for a city steeped in and built by the Civil War.

Best Regards,
Veronica Cochran
Photo of my Great, Great, Great, Great Grandpa, Bardy Larkin Abernathy, Private, CSA

Lea Addington

Comments – D

From: Jennifer Zila <[redacted]>
Sent: Monday, June 15, 2020 12:24 PM
To: kennesawcouncil; Derek Easterling; Tracey Viars; James Eaton; David Blinkhorn; Christopher Henderson; Patrick Ferris
Subject: Remove the confederate flag from Kennesaw's downtown!

Dear Council Members and neighbors,

I write to you with a strong request to remove the confederate flag from our downtown flagpole. It belongs in a museum as it is part of past. It does not reflect our present diverse city, nor the future hope that all are welcome here.

I know whatever decision you make, there will be pushback and disappointment; however, I pray you would be brave and lead us well in making Kennesaw not just a city with a historic past, but one that future generations can be proud of.

We stand with you: hate has no home here.

With sincerity and hope,
Jen Zila

PS-our city flag or the KSU flag would make excellent replacements!

Sent from my iPhone

Lea Addington

From: Mark Reardon <[redacted]>
Sent: Monday, June 15, 2020 1:15 PM
To: kennesawcouncil
Subject: Put the Confederate Battle Flag in a Museum

To the City Council of Kennesaw,

I am writing this email to express my support of the proposal to remove the Confederate Battle Flag from Memorial Park. Such emblems only belong in museums to facilitate discussion of the Civil War, not on public property not dedicated to that purpose - and never in a place of honor.

Thank you for your time.

Sincerely,

Mark Reardon

Lea Addington

From: Georgia Lowry <[redacted]>
Sent: Saturday, June 13, 2020 1:50 PM
To: kennesawcouncil; Derek Easterling
Subject: The flying of the Confederate flag at Kennesaw Memorial Park

All,

I hope my letter finds you and your families well in these unprecedented times.

First and foremost I wish to commend you all on your decision not to fly the Confederate flag. I would especially like to thank Mayor Derek Easterling. It was a shining example of personal ethic and honor when you stated that it will not fly even at the expense of a possible misdemeanor charge against you! As a citizen who continues to take pride in our lovely Kennesaw, I thank you for that.

I posted a comment on Kennesaw's Front Porch on Face Book, and it was suggested that I share my comment with you, so I am. If my words can be of benefit in any way to your cause, you have my permission to use them this endeavor.

The comment (edited slightly from original):

I understand that it is because of the memorial park, that the Confederate flag was flown here in Kennesaw. The flag belongs in a museum and permanently retired from flight. I do not wish to erase Kennesaw's rich history, I love and support our locomotive museum, and most certainly do not wish to see it gone.

The City flag should fly next to the American and Sate flags. That is a "no-brainer"! I am baffled and saddened that the Confederate flag was insisted upon by the state of Georgia. The fact is the Confederate soldiers lost the war. That we were fighting a war amongst ourselves is the only reason it ever continued to fly all these years later. We would never war with anyone else and choose to fly their flag once we defeated them on the battlefields.

I was not born and raised in GA, but I love this state and it has been more my home these last 14 years than anywhere else on earth. The land is beautiful, and the people are warm and inviting, but every time I see a Confederate flag I feel like the person flying it is lamenting the loss of slavery. That may not be everyone's motive, but it symbolizes ugliness, and oppression. Imagine how most every black American who has to see it flown proudly, and unabashedly, by a city must feel about the people in that city. As well as, what they must think, everyone in that city feels about them. I bet some even question their safety while in said city, and not unjustifiably so. I would like to add also, that in these times it is in particularly poor form to allow the Confederate flag to fly across the street from any police department, which I am sure is largely why it was taken down by public protest.

Again, I commend and thank you all for keeping our city a place I can remain proud to call my home.

Sincerely,

Georgia A. Lowry

Georgia A. Lowry
Data Anayst
[redacted]

Lea Addington

From: Max Badstibner <[redacted]>
Sent: Saturday, June 13, 2020 9:00 AM
To: kennesawcouncil; Derek Easterling
Subject: Flag - It's time

Mr. Mayor & City Council,
We're with you. Time to take the flag down. Actually just move it back a few feet, into the Southern Museum. Do it with respect.

Maybe we could offer Dent to do the same. He's part of our history. Give him a little section in the museum to display his artifacts to get them out of sight

Best of luck Monday.

Mac Badstibner
Proud to be a Kennesaw resident

Lea Addington

From: Brandon Flores <[redacted]>
Sent: Friday, June 12, 2020 1:33 AM
To: kennesawcouncil
Subject: The Removal of the Confederate Flag from Memorial Park

Greetings!

I am a Kennesaw resident where I live with my wife and my daughter. I moved here from Florida about 5 years ago and I am originally from Chicago.

To begin, I was raised by my single mother in the heart of the Westside of Chicago, right between both Garfield and Humboldt Park. I am black and Mexican and grew up well below the poverty line. I also served in the US Army and am proud not only of my heritage, but to be an American.

I just read that you all plan to permanently remove the Confederate flag from Memorial Park, and I am disappointed at this news.

I am not disappointed because the decision was made, I am disappointed in the weak nature of citizens that bend and acquiesce to a vocal minority that have made a mountain out of a molehill.

For a town steeped in history, to remove the history is to not only deny the past, but also to pretend it didn't happen.

It has been said that 'we are not living in the 1800's anymore', and that has served as the reason for removing the flag. I wish that someone simply was honest enough to say that they are afraid of black people, bad press, or simply reminding these privileged and misguided people that the long-defunct institution of slavery is not what is holding them back. It is themselves. By bending to their wishes, you applaud the shiftless and overlook those of us that actually fought for our past, present and future.

I looked at that flag and was proud because it is symbolic of how far we have come as a nation. Only people that have made little to no progress would see it otherwise, and only the weak would bend to their domestic terrorism and demands.

I understand every move is a political one, but this entire George Floyd upheaval is something many black people are using as a smoke screen to shift blame, and not recognizing it shows how truly unaware many of you must be, and for that, all sides have my sympathy.

I do ask that if you have any of the Confederate flags at city hall, I would like to have one, not to publicly display, but to maintain at home to preserve that piece of history.

As a black American, the Confederacy is a valued part of my history, and for better or for worse, I would never hide my scars because someone refuses to understand them.

Thank you for reading,

Brandon Flores
[redacted]

*I do not give permission for this message to be shared or posted without contacting me first.

Lea Addington

From: Shauna Stewart <[redacted]>
Sent: Monday, June 15, 2020 5:26 PM
To: kennesawcouncil
Cc: Shauna Stewart
Subject: Council Meeting Agenda Item - Public Comment

Good Evening Mayor Easterling and Council Members,

I recently moved my family to Kennesaw, GA and have grown to love this city in the short time that I have lived here. I had the pleasure of meeting and speaking with several officers of both Acworth and Kennesaw downtown a couple weeks ago, along with some KSU students and fellow residents.

I am confident that our collective goal is for all citizens, and visitors to Kennesaw, to feel welcome and safe within our city. Therefore, I would like to respectfully request that the confederate flag be removed from the flagpole at Camp McDonald and be replaced by a more appropriate representation of Kennesaw's history and on-going story.

Thank you for your time.

Best Regards,
Shauna Stewart, Resident of Kennesaw, GA
(Legacy Park Neighborhood)

[redacted]

Lea Addington

From: TheSmartCat <[redacted]>
Sent: Thursday, June 11, 2020 5:29 AM
To: kennesawcouncil
Subject: City of Kennesaw Flag

Good morning,
At the work session Monday there was discussion about replacing the Confederate flag in the park in our downtown area. I would like to propose we design and fly a City of Kennesaw instead. We already have the City of Kennesaw logo with the train representing the history of our City which could be adapted for a flag. We'd then have a flag that represents all people in our City and one that most people would agree on.

I would like to put this on the agenda for discussion at the next work session. Feel free to reach out to me for any further questions.

Sincerely,
Rebecca Carlson
[redacted]

Lea Addington

Comments – E .

From: Traci Stafford <[redacted]>
Sent: Monday, June 15, 2020 5:51 PM
To: kennesawcouncil
Subject: Please Vote in Favor of Removing the Confederate Flags

Importance: High

Dear City Council,

I am a 15 year resident of the city of Kennesaw, Ga. As an African-American, I am keenly aware of the prominent and conspicuous display of the confederate flag – especially in downtown Kennesaw. I find it offensive, to say the very least. Besides being a reminder of this country's racist past, it is also a vivid reminder of the division and discrimination that still persists. The confederate flag does not bear homage to any great past. Rather, I find it to be overtly threatening to people of color with its savage history of oppression and enslavement. I am asking the Kennesaw City Council to vote in favor of removing all confederate flags from the flagpoles in Memorial Park on Main Street.

Sincerely,

Dr. Traci Stafford

Lea Addington

From: Timothy Huntley <[redacted]>
Sent: Monday, June 15, 2020 5:51 PM
To: kennesawcouncil
Subject: In Favor of confederate Flag Removal

Members of the Council,

I am a veteran of the United States Marine Corps currently working as an architect in Atlanta. I 100% support the removal of the flag that represents a traitorous, hateful, enemy country that waged war on our great country for the right to buy, sell, and torture their fellow man. The glorification of this flag is disgusting and has no place in a society that aims to move past the racial inequality that built this country. Thank you.

Semper Fidelis,
Tim

Lea Addington

From: Lauren Paul <lpaul@luxmc.com>
Sent: Monday, June 15, 2020 5:51 PM
To: kennesawcouncil
Subject: Confederate Memorial - Remove Flag

Dear Mayor Easterling and Council Members,

I would like it to go on record that I agree with city council members and the majority of Kennesaw residents not to fly the Confederate flag at Memorial Park in downtown Kennesaw. If it must be replaced, literally anything else would be a more suitable replacement than a symbol of racism, bigotry, and intimidation.

I truly appreciate your time and effort in making Kennesaw an inclusive city where all its residents feel welcome and at home.

Kind regards,
Lauren Paul
Director of Business Development
c: (404) 557-8541

LUX MACHINA

www.luxmc.com

Lea Addington

From: Kimberly Clemmons <[redacted]>
Sent: Monday, June 15, 2020 5:45 PM
To: kennesawcouncil
Cc: Kimberly Clemmons
Subject: Please Remove the Confederate Flag

From its birth, the confederate flag was a symbol of protest and war. Intended to protect the southern economy that was solely dependent on slavery. In the design of the flag there is a representation at the southern point, of the destiny of the Southern master and his African slave"
"The Confederacy itself was founded to preserve slavery and promote white supremacy (see, for example, Mississippi's declaration of secession: "Our position is thoroughly identified with the institution of slavery — the greatest material interest of the world," or the speech from the Confederacy's vice president that declared the Confederacy's cornerstone "rests upon the great truth that the Negro is not equal to the white man; that slavery — subordination to the superior race — is his natural and normal condition")".
In the 1950's " Roy Harris, reminded those that questioned the purpose of the flag, "It is becoming ... the symbol of the white race and the cause of the white people."
In response to Supreme Court's decision in Brown v. Board of Education, white Southerners used the Confederate flag to intimidate civil rights activists. Opposers of Intergration escalated the used of the confederate flag by making small flags for children, t-shirts, hats, blankets and many other accessories. White supremacist groups, the Ku Klux Klan and many southern political leaders and businessmen erected flagpoles to wave the confederate flag in opposition to Civil Rights. White students paraded around schools, churches, restaurants etc... to intimidate Black people.
When President Truman voice his promise to encourage Civil Rights, white opposers utilized the confederate flag and accessories as they protested against Civil Rights.
In municipal buildings and homes across the southern states confederate flags were flown high in response to four black elementary school girls that were killed in the bombing of the 16th Street Baptist Church.
Then it became a symbol of white resistance to civil rights, and lawful justice of any kind for people of color. This ideology and form of resistance continues and is boldly displayed everyday by those individuals and groups that oppose equality and equity for all people in this country.
Removal of the confederate flag is an essential means of communicating to all, that this country, these states, cities, municipalities etc... do not support, advocate, nor will defend these historical representations of inhumanity, violence, hate, and injustice against any persons.

Sincerely,
Kimberly Clemmons

Lea Addington

From: Ryan & Mandy [redacted]>
Sent: Monday, June 15, 2020 5:26 PM
To: kennesawcouncil
Subject: Tonight's meeting (Monday 6/15/20)

Everyone,

I am unable to attend tonight but would still like to voice my opinion. Unlike most of the protestors, I am an essential employee that has to work 50+ hours a week to support my family. The confederate flag that is being discussed is a part of history and stands for a lot of things the people are fighting for that want it taken down. Equality means acceptance of everyone and their opinions. I grew up a 1/4 mile from the "Little General Museum". As a kid the museum allowed me to tell the story of the great local motive chase to be allowed in for free. My even family donated to the new museum. I have searched for artifacts next to the old depot. I still visit Kennesaw mountain and enjoy the events of the town. The town of Kennesaw is a great history town with lots on memories. To start changing it because of some kids that dont live here, dont vote here, and are not part of the town upsets me greatly. Yes they are entailed to their opinion and believes. Why does that opinion of a KSU student (that will not be here next year) matter more than mine. My family and I have lived here since WW2. The people I see protesting are not the voice of the town. They have never enjoyed the history and the locals. After the news crews are gone we are left with people like me and my family. The ones that support the local businesses, the parks, the football teams, baseball teams..... What then? If we loose these historical places what do we teach our kids? Do we just give them a video game to play or rely on someone else to teach and guide them instead of having family time? Thank you for taking the time to read my objection to the removal of any history. Ryan M Cochran

Lea Addington

From: Karen Gambon <[redacted]>
Sent: Monday, June 15, 2020 5:28 PM
To: kennesawcouncil
Subject: Removal of Confederate flag

To the Major and council,
The Confederate flag needs to be permanently removed from any place withon the city grounds. This flag stands for nothing but hate to so many people nowadays. It belongs in a museum where all history belongs.

Thank you,
Karen Gambon
City of Kennesaw resident

Lea Addington

From: Olga Sidilkovskaya <[redacted]>
Sent: Monday, June 15, 2020 5:32 PM
To: kennesawcouncil
Subject: Remove Confederate Flag

Dear Kennesaw Council,

The confederate flag on Main St of Downtown Kennesaw must be removed. It is necessary to move forward from racism and exploitation of black people, and heal together as a nation. Allowing the flag to stay up further reinforces and normalizes racism, and that simply cannot continue.

As a white woman, I find the confederate flag offensive and embarrassing, signifying that Kennesaw is a town of people who are not willing to learn and evolve. I graduated from Kennesaw State University, and I do not wish to be associated with a town that proudly displays symbols of hate and intolerance.

Our black friends, neighbors and visitors deserve to feel welcome and comfortable in Kennesaw. Instead, the flag is constantly reminding them of how much the society built by white supremacy has wronged them and their ancestors. And it keeps neglecting and hurting and exploiting and killing...

When is Kennesaw going to take a stand and commit to being better and listening? Removing the flag is a small step for Black Lives Matter, but it is significant.

Do the right thing.

Sincerely,
Olga Sidilkovskaya

--
Olga Sidilkovskaya
Multimedia Artist
olgasidilkovskaya.com
[redacted]

Lea Addington

From: Kenadee Knight <[redacted]>
Sent: Monday, June 15, 2020 5:44 PM
To: kennesawcouncil
Subject: Support for Removal of Confederate Flag

Hi, my name is Kenadee Knight- and I attend Kennesaw State University. I am supporting the decision to remove the Confederate flag from Memorial Park on Main Street. The Confederate flag means hurt and pain for so many people in the black community and we shouldn't be honoring people who did horrible things to other human beings. Thank you for making the decision to bring the flag down.
--
Yours Respectfully,
Kenadee Knight

"I urge you, first of all, to pray for all people. Ask God to help them; intercede on their behalf, and give thanks for them."
1 Timothy 2:1 NLT

Lea Addington

From: ruthanawilson . <[redacted]>
Sent: Monday, June 15, 2020 5:46 PM
To: kennesawcouncil
Subject: Removal of Confederate Flag

Hello,

As a resident of Cobb county, I strongly support the necessity of removing confederate flags from our city. While remembering our southern history is important, there are far more productive and vital ways to recognize our history without continuing to use imagery and white supremacy symbols in our city.

We must leave a legacy that recognizes the context and history of our American economy. Our economy has continuously profited off of the exploitation of black people: from slavery, to sharecropping, to prison labor, to every act of racism. Taking action towards protecting black people in our city and denouncing racism, and racist imagery, is vital.

Lets make decisions in favor of unity and equality in our city by moving past the acceptance of racist symbols that fought for the enslavement of black people.

Warmly,

Ruthana Wilson, Cobb County Resident, Double Degree in Computer Science & Philosophy at Kennesaw State University

Lea Addington

From: Emily Cameron [redacted]>
Sent: Monday, June 15, 2020 5:50 PM
To: kennesawcouncil
Subject: Support The Removal Of Flag

I support the removal of the flag!

Emily

Lea Addington

From: Savannah Bray <[redacted]>
Sent: Monday, June 15, 2020 5:50 PM
To: kennesawcouncil
Subject: Support the removal of confederate flag

I support the removal of the confederate flag.
Savannah Bray
Sent from my iPhone

Lea Addington

From: Kate Jacobson <[redacted]m>
Sent: Monday, June 15, 2020 3:45 PM
To: kennesawcouncil
Subject: Removal of Confederate flag in downtown

Hello,
I am a white longtime Kennesaw resident writing to express my vehement support of the removal of the confederate flag in the downtown area. I am saddened that the city has not considered its removal until now as it is an eyesore and does not make our downtown feel like the welcoming community we aspire to be in Kennesaw. Better late than never! Please vote for its removal. I want to be proud of calling Kennesaw my home.

Lea Addington

From: Gregg Walker <[redacted]>
Sent: Monday, June 15, 2020 1:15 PM
To: kennesawcouncil
Cc: [redacted]
Subject: Letter in Regard to the Confederate Battle Flag in Kennesaw
Attachments: Kennesaw Confedrate Flag Issue.docx

Honorable Council Members:

Attached please find a letter espousing my support for the permanent removal of the Confederate Battle Flag from public property in the City of Kennesaw. I am undecided whether I will attend the Council meeting tonight due to social distancing concerns, however I will participate via the stream. Please feel free to contact me for any clarification.

Gregg Walker
[redacted]

06/15/2020

Gregg Walker
4235 Carillon Trace NW
Kennesaw, GA 30144

Dear Honorable Council Members:

I want to thank you for your courage and wisdom in addressing the removal of the Confederate Battle Flag from public property in our dear city of Kennesaw. I relocated from Boston to Georgia in 1998 in part due to a desire to be closer to the Southern Heritage of my father, a former sharecropper from Putnam County and the place where I spent countless summers working on dairy farms, absorbing southern culture and making friends. For the past 21 years, I have resided in Cobb County -- the last 17 of which have been right here in Kennesaw. My wife and I love our community. Over the years, we've served on the Kennesaw Charter School Foundation Board, coached youth sports, attended civic events such as inaugurations and other gatherings. We enjoyed the relative kindness of our neighbors and Kennesaw's small-town sense of community. The only unsettling thing about raising my family here has been the presence of the Confederate Battle Flag flying over public property. For me the message is crystal clear. That by flying the flag with knowledge that the symbol is divisive to Black people meant that African Americans should enter knowing they would be subjected to white rule.

For some of its supporters, the Confederate flag represents only a past era of Southern sovereignty. Even if to some it means "service, sacrifice and heritage", it must be acknowledged that flag also represents heritage of racism, intolerance and repression of African Americans. The Confederate Flag was the calling card during the period between 1895 and the 1920s, as Southern states enacted the Black Codes and Jim Crow laws that disenfranchised black citizens, a period when the KKK revived its violent white-supremacist campaign, and widespread lynching of black people occurred. The Confederate flag again played prominent in an overt backlash to the extension of American democracy to African American citizens pursuant to the Supreme Court's Brown decision, and the modern civil-rights movement in the 1950s and 1960s. Today we still see it flown as a backdrop in opposition to African American achievement.

So while the flag's supporters continued to claim it is a symbol of Southern ancestry and heritage as well as representing a distinct and independent cultural tradition of the Southern United States from the rest of the country, to me and many others, the flag evokes feelings analogous to what I anecdotally imagine a Swastika evokes to a person of Jewish ancestry and faith.

While polls are spit on whether Georgians believe that the flag represents "racism" or "heritage' (with a majority citing racism 40%-34% respectively[1]), *the undeniable bottom line is that the flag is divisive* and not representative of all of the population that resides and pays taxes in Kennesaw. Nor is it representative of the character of the Kennesaw that I have adopted as my home. Historical artifacts of

[1] https://today.yougov.com/topics/politics/articles-reports/2020/01/13/what-confederate-flag-means-america-today

heritage and intolerance are more appropriately housed in private museums and not on public grounds. The City of Kennesaw is better.

Thank you for rectifying a wrong that contributes to the deep and bitter divide across America today.

Best Regards,

Gregg Walker

Lea Addington

From: drcris@eatonchiropractic.com
Sent: Monday, June 15, 2020 12:50 PM
To: kennesawcouncil
Cc: Jeff Drobney
Subject: Flag

Dear Mayor and Council,

In 2009 our city was embroiled in a racial discrimination lawsuit. After reading the suit I knew that was not the Kennesaw I knew and not the Kennesaw I was raising my children in.

My reaction to that was to run for office.

After that suit we had the flag on Main Street down for almost three years.

The SCV threatened to sue the city and unfortunately our sitting Mayor, City Manager and Council did not have the strength of character that you on this council each do.

I am still embarrassed that we did not fight harder to keep this flag down.

I am grateful to each of you for your strength, your integrity and your ability to make this right in our community.

Cris Eaton Welsh

Lea Addington

From: Kristen Nichols <[redacted]>
Sent: Monday, June 15, 2020 1:15 PM
To: kennesawcouncil; Derek Easterling; Tracey Viars; James Eaton; David Blinkhorn; Christopher Henderson; Patrick Ferris
Subject: Confederate Flag

Council members,

First, let me please say thank you for serving our community. I appreciate all that you do.

Second, I am unable to attend the meeting tomorrow night, but I still wanted to voice my opinion regarding the presence of the Confederate flag in downtown Kennesaw. It is my view that the flag should be removed. For those of you who agree, I just wanted you to know that I support your decision.

Thank you again!

Sincerely,

Kristen Nichols

Lea Addington

From: Kaelyn Putnam <[redacted]>
Sent: Monday, June 15, 2020 2:05 PM
To: kennesawcouncil
Subject: Remove the Confederate Flag!

To Whomever it Might Concern,

I have lived and grown up in Kennesaw with my family all my life. Ever since I've been old enough to understand what that flag means, I have been deeply embarrassed and ashamed. Not of Kennesaw—because Kennesaw has been a GREAT place to grow up—but of that flag and the proverbial shadow it has casted on our town. How can we say that black people are equal and welcome in our city when a token of a war against their freedom still flies? If a person's/region's heritage lies in the killing and abuse of other human beings, then it is a shameful heritage. I think that Kennesaw will only rise to the national respect that it deserves when we start removing these racist momentos. And justly so.

Thanks for Listening,
Kaelyn

Lea Addington

From: Ali Nikole <[redacted]>
Sent: Monday, June 15, 2020 2:07 PM
To: kennesawcouncil
Subject: Confederate Flag Removal

Good afternoon,
My name is Ali Brendel and I am a resident of Acworth, GA. I became aware of a city council meeting that was being held on June 15, and because of health issues concerning COVID-19, I am unable to attend said meeting. That being said, I would like to show my support in removing the Confederate Flag from the flagpoles on Main Street.
The Confederate Flag displays nothing but racism, and it does not belong in today's society. If we as a country want to move forward in combating racism, we need to take the appropriate measures. This includes removing a symbol of hatred from flying next to our country's flag.
Thank you for your time,
Ali Brendel

Lea Addington

From: Ariel Beedles <[redacted]>
Sent: Monday, June 15, 2020 2:24 PM
To: kennesawcouncil
Subject: Removal of the Confederate Flag

Although I will not be able to make it to the meeting this afternoon. I would like to send my grievance regarding the confederate flags currently flying in down town Kennesaw.

It seems some view the flag as a symbol of history. I would like to bing to your attention that for many black and brown people. currently living in the City of Kennesaw, it is a sign of hate.

One of your goals as a City Council should be to make ALL tax paying citizens in Kennesaw feel safe and at home and a flag established on hate and racism does not belong.

Please vote today to have the Confederate Flags removed. I promise America does not need it's reminders waving above our heads anymore.

Thank you
Ariel Beedles
Kennesaw Resident and Registered Voter

Lea Addington

From: Tyler Chambers <[redacted]>
Sent: Monday, June 15, 2020 2:32 PM
To: kennesawcouncil
Subject: Confederate flag removal

I support the removal of the confederate flag.

Lea Addington

From: Janelle Armstrong <[redacted]>
Sent: Monday, June 15, 2020 2:33 PM
To: kennesawcouncil
Subject: Confederate Flag removal

I support the removal of the Confederate Flag.

Lea Addington

From: Briana Harrison <[redacted]>
Sent: Monday, June 15, 2020 2:48 PM
To: kennesawcouncil
Subject: replacing confederate flag

I would like it to go on record that I, a Kennesaw citizen, agree with city council members and the majority of Kennesaw residents not to fly the Confederate flag at Memorial Park in downtown Kennesaw. If it must be replaced, literally anything else would be a more suitable replacement than a symbol of racism, bigotry, and intimidation.

--

Thank you,

Briana Harrison
brianaharrison.weebly.com

Lea Addington

From: Alice Harrison <[redacted]>
Sent: Monday, June 15, 2020 3:18 PM
To: kennesawcouncil
Subject: Removal of Confederate Flag

Dear Council Members:

I know that you're having a meeting tonight and I plan to attend via Facebook, but I want you to know that you have support in removing the confederate flag from downtown Kennesaw. It just doesn't represent anything good, nor does it represent the people of Kennesaw.

Thank you very much for all you do,

Alice Harrison
Citizen of Kennesaw for over 30 years and proud of it.

Lea Addington

From: Cody Harmon <[redacted]>
Sent: Monday, June 15, 2020 3:20 PM
To: kennesawcouncil
Subject: Removing Confederate Flags

My wife and I will not be able to attend the city council meeting, but we want to voice our support of removing Confederate flags from Memorial Park. We moved to downtown Kennesaw a few months ago and love the city, but it's a shame that the Confederate flags loom over an otherwise incredible area.

We support inclusivity and think Kennesaw can benefit greatly from a more diverse population, and those flags impede progress in that area. We also support learning from history. And if we learn from history, taking down that flag is the right move.

Thank you for your work in leading our city and being open to these conversations. We hope to see a more inclusive and diverse mindset in leading Kennesaw because of things like this!

Cody & Mary Harmon

Lea Addington

From: Coty Melvin <[redacted]>
Sent: Monday, June 15, 2020 11:59 AM
To: kennesawcouncil
Subject: Removal of Confederate Flag

To whom it may concern,

My family and I will not be able to be there in attendance tonight for the vote, however we want to send our support of the removal of the confederate flag. Please do let me know if there is anything else you need from us to help get this taken down. Thank you so much.

Sincerely,

Coty and Jeffrey Melvin

Lea Addington

From: Kimberly Street <[redacted]>
Sent: Monday, June 15, 2020 12:06 PM
To: kennesawcouncil
Subject: Public Comments for City Council

To whom it may concern,

I wanted to provide two comments for today's meeting:

First, I'd like to praise the job well done on Election Day in the Kennesaw 4A voting precinct (located at Kennesaw First Baptist Church). Poll workers were very friendly and helpful, I experienced virtually no wait time, and it seemed every precaution was being taken to maintain sanitary conditions. Thank you to all the Poll Workers that made the in-person voting experience so fantastic!

Second, I'd like to voice support for the removal of the Confederate flag from Downtown Kennesaw. It's uplifting to hear Council Members and other members of the community pushing for this flag to be removed for good; it's definitely long overdue. I'm hopeful that removing the flag will be the first of many steps taken to help Downtown Kennesaw become a more welcoming area of town that's increasingly reflective of our diverse community.

Thank you for your time,
Kim Street-Robison

Lea Addington

From: Sean Mcdonald <[redacted]>
Sent: Monday, June 15, 2020 12:08 PM
To: kennesawcouncil
Subject: Support of the removal of the Confederate Flag

Good day,

I hope this message finds you well.

I am reaching out regarding this evening's City Council vote regarding the removal of the Confederate flag from the flagpoles in Memorial Park.

I respectfully request that you do the right thing and remove this symbol of hate immediately.

We are better than this; our community is a great one and we need to set the example for our neighboring communities.

We are all in this together, spread love not hate.

Thank you for your time and assistance,

Sean McDonald

Lea Addington

From:	Jason Kirk <[redacted]>
Sent:	Monday, June 15, 2020 10:25 AM
To:	kennesawcouncil; James Eaton; Tracey Viars; Patrick Ferris; Christopher Henderson; David Blinkhorn
Subject:	Kennesaw's confederate flags must go, immediately

Hi, 20-year Kennesaw voter here. Won't be able to attend city council meeting due to immunocompromised family members, but wholeheartedly support those calling to rid Kennesaw of confederate racist loser iconography, both on public and private property.

Thank those of you who are willing to fight to get rid of it.

Celebrating white supremacists would be shameful even in an all-white town, but in a town only 60% white, flying these flags is an act of menace against our neighbors. As KSU and Metro Atlanta continue to diversify this town, I'm more ashamed by the year that we expose our black and brown neighbors to symbols of hateful losers.

The confederate flag and Wildman's have been massive stains on our town for decades. These are the only things anyone outside of Kennesaw knows about Kennesaw. How embarrassing is that? When we have friends or family in town, we have to steer them clear of our own downtown.

Confederate garbage must go, and it must go into a dumpster. Just **follow the example of Memphis**, which simply ***did it*** and **dared Tennessee to do something about it**.

And no, it cannot merely be replaced by Georgia's Civil War-era flag, just a sneakier symbol of white supremacy, a symbol already available for viewing inside our museums.

[redacted]
@thejasonkirk
[redacted]

Lea Addington

From: Karmen Blackwell <Kblackwell@cororealty.com>
Sent: Monday, June 15, 2020 8:43 AM
To: kennesawcouncil
Cc: Derek Easterling
Subject: 2 Residents IN FAVOR of removing Confederate Battle Flag

Good Morning

We reside at 3511 Brandywine Road in Kennesaw and would like to voice our approval of the Mayor and Council's recommendation to REMOVE the Confederate Battle Flag from Memeorial park at Main Street. We are IN FAVOR of removing the flag.
Thank you,
Dr. Leslie J. and Karmen Blackwell

Karmen A. Blackwell, CSM
Senior Property Manager

Email kblackwell@cororealty.com
Office/After Hour Emergencies 404-846-4000
Direct[redacted]

3715 Northside Parkway, NW
Bldg 400-100
Atlanta ,GA 30327
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Lea Addington

From: Sandy Martin <[redacted]>
Sent: Sunday, June 14, 2020 9:25 PM
To: kennesawcouncil
Subject: Support - Removal of Confederate Battle Flags

Greetings,

I have been a resident of Kennesaw for 20 years. As our country tries to move forward on issues of equality, it is time to acknowledge our past, atone for our sins and recognize that the only place for the confederate flag is in history books. I am sending this email in support of removing the Confederate flags from the Memorial Park and all buildings in downtown Kennesaw.

Kind regards,
Sandy

Sandy Martin
Legacy Park Community Resident
Kennesaw GA 30144

Lea Addington

From: Jerome Atkins <[redacted]>
Sent: Sunday, June 14, 2020 9:20 PM
To: kennesawcouncil
Subject: Confederate flag

Take the Confederate Flag down. If you care and respect the people of Kennesaw do the right thing

Lea Addington

From: Anne Atkins <[redacted]>
Sent: Sunday, June 14, 2020 9:15 PM
To: kennesawcouncil
Subject: Please Remove Confederate Flag

Hello,

I support removing the confederate flag from memorial park and hope the council takes it down following tomorrow's meeting. Also would like any confederate memorabilia and racist material removed from downtown shops.

I live in Legacy Park at 3174 Kirkwood Dr NW. I'm out of town this week or would attend the meeting to support removal of the flag.

Anne Atkins
[redacted]

Lea Addington

From: Rajah S. Mitchell <[redacted]>
Sent: Sunday, June 14, 2020 8:12 PM
To: kennesawcouncil
Subject: City Council Meeting

Hello,

I am a Cobb County native, Kennesaw/Marietta resident, and graduate of Kennesaw State University. I am sending this email to show my support for the removal of the Confederate Flag along with all other public representations that commemorate and celebrate the negative, dividing, aspects of history over those that are positive. These flags do not represent the interests and values of the public anymore and to remove these objects would be an amazing historical event that allows for people to peacefully unite rather than be divided.

Thank you!

From your neighbor,
Rajah S.

Virus-free. www.avg.com

Lea Addington

From: Josh Monroe <[redacted]>
Sent: Friday, June 12, 2020 6:53 PM
To: kennesawcouncil; Derek Easterling; James Eaton; David Blinkhorn; Christopher Henderson
Subject: THANK YOU!!!

Dear Leaders,

Thank you so much for your leadership during this crucial time in our community and our nation. I have read of your plans to vote to honor our black brothers and sisters by removing the confederate battle flag from our city.

For years this flag has made us uncomfortable, but I will never forget the experience of inviting some friends of ours to an event in downtown Kennesaw without thinking about this flag. As soon as they saw the flag they felt extremely uncomfortable and I realized that my discomfort from the position of my white privilege was very different and much less personal than the pain of my black friends.

I appreciate your courage to do what is right especially when it is not easy. Our family participated in the peaceful protest last Sunday and I was so moved by the unity of our community all coming together to stand up for those who need us right now. I am proud to live in Kennesaw and believe we can lead our state and country in the right way to address this vital issue.

With Deepest Gratitude,
Josh Monroe

Lea Addington

From: Nancy Lesser <[redacted]>
Sent: Friday, June 12, 2020 5:34 PM
To: kennesawcouncil; Derek Easterling; Tracey Viars; James Eaton; dblinkhorm@kennesaw-ga.gov; Christopher Henderson; Patrick Ferris
Subject: Removal of the Confederate Flag

Dear Mayor and Council of Kennesaw,

As a homeowner and taxpayer in the city of Kennesaw, I am very pleased to see you make the decision to no longer display the confederate flag. The residents of Kennesaw support diversity in the community, and the confederate flag on a government building is offensive to all of us,. It also furthers the idea in some visitors' minds that racism and bigotry is alive and well supported in our city, which has a negative impact on our overall community and economy.

Thank you,
Nancy Lesser
4229 Sheffield CT NW
Kennesaw, GA 30144

Email: [redacted]

Lea Addington

From: Zoe Speer <[redacted]m>
Sent: Friday, June 12, 2020 6:30 PM
To: kennesawcouncil
Subject: Confederate Flag

Dear City Council,

Thank you, thank you, thank you for taking down the confederate flag!
It is the right thing to do.

Sincerely,
The Speer Family

Sent from my iPhone

Lea Addington

From: philip knowlton <[redacted]>
Sent: Thursday, June 11, 2020 4:40 PM
To: David Blinkhorn
Cc: kennesawcouncil
Subject: Inclusion and Unity in Kennesaw

Dear Councilman Blinkhorn,

I wanted to thank you for bringing up the issue of the Confederate Battle Flag at Memorial Park at last week's meeting, and to express my support for its removal.

The time is now for the Mayor, the Council Members and the City of Kennesaw to take a strong stance for inclusion and unity. We must follow the US Marine Corps and NASCAR's recent steps in removing public displays of the Confederate Battle Flag altogether. Mayor Easterling spoke of "cultivating a progressive, vibrant community, fostering an environment of opportunity, inclusion and security" in his Proclamation against Racial Injustice. NOW is the time to act in accordance with those words. I hope all Council Members consider the message that the city sends by allowing the Confederate Battle Flag to fly front and center on Main Street. Consider the point of view of Kennesaw State University students, particularly Black students and students of Color, who walk by those flags every day on the way to campus.

Walking through Downtown Kennesaw or experiencing the city's parks should be a pleasant and welcoming experience, and it is our duty to take steps today to ensure this is true for EVERYONE.

Thank you for your continued support,

Philip
Kennesaw Resident

Lea Addington

From: Adrienne Mcgahee jackson <[redacted]m>
Sent: Wednesday, June 10, 2020 9:05 AM
To: kennesawcouncil
Subject: Racist Eyesore - Downtown Kennesaw

All,

We have resided in Kennesaw since 2003 . We are homeowners . It is very concerning that a Racist establishment exists in downtown Kennesaw. We have expressed concern and disgust In The past. We were told that nothing can be done sine it is private property . Kennesaw is a college town with many diverse residence . We need the city council andMayor to revisit this issue .
The outcry on Sunday from was encouraging . What is your position on eradicating this symbol from past withclear separatism not uniting our community But separating Kennesaw citizens .This is problematic for our community. The entire Country is watching .

Adrienne and David Jackson

Sent from my iPad

Lea Addington

From: Sharlande Nicolas <[redacted]
Sent: Monday, June 15, 2020 3:54 PM
To: kennesawcouncil
Subject: Removal of Confederate Flag

Kennesaw has been a place I called home for many years but despite that I always knew there were places I was not welcome simply for my skin color. Seeing Confederate flags hang proudly in the city solidifies feelings that I am not welcome.

I support the removal of the flag.

Sincerely,

Sharlande Nicolas

Lea Addington

From: Kristin Thomas [redacted]
Sent: Monday, June 15, 2020 4:05 PM
To: kennesawcouncil
Subject: Support for Removal of confederate flag

My name is Kristin Thomas and I live at 2976 North Main St. NW., Kennesaw Georgia 30144. I am writing to express my support in the removal of the confederate flag in downtown Kennesaw.

Thank you,
Kristin Thomas

Sent from my iPhone

Lea Addington

From: gary hasty <[redacted]>
Sent: Monday, June 15, 2020 4:25 PM
To: kennesawcouncil
Subject: support

As a Kennesaw resident, I completely support the efforts to remove the confederate battleflag from public land...time for people to learn from history rather than live it.

Lea Addington

From: Lisa Hasty <[redacted]>
Sent: Monday, June 15, 2020 4:43 PM
To: kennesawcouncil
Subject: support for removal of confederate flag

Dear Council Members,

I voice my full support for the resolution in your recent work group meeting regarding the removal of the confederate flag from the park downtown.

Our town should be welcoming to all and the confederate flag is a symbol of hatred that does not represent southern hospitality or the goodness in our residents. I fully support the council in the removal of confederate symbols that glorify racism and further divide our community. As a community, we need to move forward in unity and equality and raising a flag that divides does not help with this endeavor.

Thank you for your leadership in moving this matter forward.

Lisa Haskett Hasty
2887 Boone Drive
Kennesaw, GA 30144

Darryl Simmons

Comments – F

From: Brendan Cosgrove <[redacted]
Sent: Monday, June 15, 2020 5:06 PM
To: kennesawcouncil; Darryl Simmons
Subject: Objection to Shiloh Student Housing

My name is Brendan Cosgrove. I live at 4028 Ayers Drive, which is situated just behind the proposed development. It's a house that I share with my wife, and, in less than a month, a baby. I had hoped to attend this meeting in person -- as would some of my neighbors -- but the current pandemic and previous engagements has many stuck at home. I hope these words will carry the same impact as my physical presence and I hope my neighborhood's opposition will be considered beyond the page.

I want to be respectful of your time so I'll try to keep this brief.

I feel you won't need much convincing that this development will certainly make one of the city's busiest intersections more dangerous. I don't think it's really in question that this development will have a substantial impact on traffic in our residential neighborhood. But conveniently for the out-of-state developers, it could be years before we know how substantial that impact may be. Or whenever we get a traffic study. It is also clear that property values will be diminished, unless of course the next big housing trends put an emphasis on lack of privacy.

I don't make that comment flippantly. The developers don't seem to have exact specifications for grading and drainage yet, so they can't guarantee what sight lines look like into our houses and yards. One guarantee we do have? A lot of us will have to invest in some quality curtains.

Quality of life will also be affected since overflow parking will almost certainly end up on our streets and in the neighboring business park. I am unpersuaded by the amount of parking spots the development has allocated, especially since such a large amount of them are compact spots. If that's a solution, maybe the developers should just paint twice as many lines. It seems to me that this parking "solution" is merely an attempt to convince the city that they'll get twice as much pizza if they cut the slices in half.

This development also doesn't suit the neighborhood. Weeks ago, someone tried to make the argument that this plot of land is "surrounded by commercial property." That ignores, well, the property that surrounds it.

Please don't mistake my argument for an anti-growth/"Stay out of my neighborhood" critique. I am extremely sympathetic to growth. And I have personally lived in several college towns in this state. I'm not naive enough to think that this city will look the same in 25 years. I'm not trying to stand in the way of progress. But the whole point of zoning laws is to make sure that that progress benefits the community. The whole point of zoning laws is to ensure growth makes sense. This development misses the mark on both counts.

I thank the city council and the mayor for their valuable time. Have a good night.

Brendan Cosgrove
4028 Ayers Dr NW
Kennesaw, GA 30144

Darryl Simmons

From: SUSAN HOPKINS <[redacted]>
Sent: Monday, June 15, 2020 11:25 AM
To: Darryl Simmons
Subject: Shiloh road zoning change

Mr. Simmons,

We will not be attending the meeting tonight due to the virus. We have attended all of the meetings prior to this one and would like to make a couple of comments. We listened to your argument that is change is for the good of the University. What about the good of the community? DOES ANYONE CARE? I understand that economically if it was not for the university, Kennesaw would be broke but at what cost? We also heard you start to say "Pine Tree is declining", then you stopped yourself. That statement told me that you do not care about the residents in Pine Tree. Your main concern is to increase the tax base and help the developers. I have a minor in Urban Planning. I was taught that putting inconsistent activity's (office park, high density housing) together is asking for depressed tax bases and unhappy citizens. Did you not learn that?
What is the occupancy rate for all of the apartments in downtown Kennesaw? What is the occupancy rate for all of the many other student housing that already exists? The town has turned into high density living without the infrastructure to support it (roads).

Traffic and trash are some of our main concerns. The location of this project is going to turn Shiloh Trail East into a secondary road, not a residential road. The only way to get to this property will be to cut through Pine Tree. Going to campus from this property students will have turn right onto Shiloh and then over 75. Coming home the only way they will be able to get back to the property is to cut through on Frey Lake Road, Club Drive, and Shiloh Trail East/ Ayers Drive. The county is already working on the intersection adding lanes. Adding an additional 80 cars everyday is ill-planned. You do not have the power nor does the city to correct this. The answer to Pine Tree's issue is to close the entrance from the campus. Put a gate with a knock box on it for emergency personnel only.

One more comment. During your last presentation to the council you stated that an offer to do a traffic study was turned down by the residents. This is patently FALSE. I was never offered any such thing nor were any of our neighbors. I suspect the residents/owners who want to sell were the only ones who were surveyed. The traffic study should be completed prior to any more discussion.

We have attended every meeting over the past 10 years while you have been attempting to get this pushed through. I hope that you will take the few minutes it takes to read this and think about more taxes and money. We all know that is is about money, not students.

Thank you for your time.

Matt and Susan Hopkins
1338 Shiloh Trail East, NW

Comments – G

CHRIST CHURCH

Episcopal | Anglican | Kennesaw, GA

Loving + Serving
Community
Centered in Christ

May 18, 2019
The Season of Easter

City of Kennesaw Mayor and City Council
c/o Darryl Simmons, Planning and Zoning Administrator
2529 J O Stephenson Avenue
Kennesaw, GA 30144

Subject: Student Housing in Kennesaw

Dear Honorable Mayor and Council:

My name is Father Ben Day, Rector of Christ Episcopal Church on Wooten Lake Road. We are not in the city of Kennesaw proper but our parish serves the greater Kennesaw area including citizens of the city of Kennesaw and Kennesaw State University. I write to you today to ask you to support the proposed student housing on Shiloh Road.

Just on a statistical basis the need for student housing at Kennesaw state is overwhelming. But on a more personal basis our parish and many other churches in the area are acutely aware of this housing shortage as we often find students sleeping in their cars in our parking lots. They come to churches late in the evening to find a safe place to stay and park for the night. I personally live on our church property and have met a number of them. They are good kids who are trying to go to school but there is no where for them to live. The neighborhoods prohibit them from sharing a house, traditional apartments are too costly and the dorms have a significant waiting list. I know from some of my pastoral work there are a number of houses throughout Pine Tree and other neighbor hoods in close proximity to KSU that have houses rented by college students.

I have asked for and had a chance to review the proposal and the location seems like a good fit given its closeness to campus, shopping and jobs that college students require these days. I also asked about the plans for security and was provided the details of onsite security, gated code access, call boxes and many other detaisl. This is important not only for the safety of our children but for our neighbors and law enforcement. As one of the chaplains for the Kennesaw Police Department I know what an impact a good security plan has to the well being of a community.

I hope that you will support this project that will be a good edition to our community, and a needed inventory of beds.

Pax et Bonum! *(Peace and Blessing)*

the Rev'd Fr. Ben Day, Rector

1210 Wooten Lake Rd. Kennesaw, GA 30144
Phone—770.422.9114
Fax—770.422.8419

Darryl Simmons

From: Darryl Simmons
Sent: Monday, June 15, 2020 10:57 AM
To: Council
Cc: Lea Addington; Randall Bentley; Marty Hughes
Subject: FW: 1465 Shiloh housing proposal

From: Georgia Pinball <gapinball@gmail.com>
Sent: Monday, June 15, 2020 9:28 AM
Subject: 1465 Shiloh housing proposal

Dear Mayor Easterling and Council members,

We have recently learned about the proposed student housing development at 1465 Shiloh Rd and I wish to express our support for this project. We believe that providing and promoting student housing in Kennesaw will bring more tax dollars to our town and will support local businesses like ours. Particularly in the wake of COVID-19 when many small businesses are struggling, we are looking to our city government to make decisions that are in the best interest of the taxpaying citizens and businesses in Kennesaw. The financial health of this city is important and we believe the student housing project has great potential to bolster our economy in many ways.

We have read about some opposition from the residents of Pinetree Country club. It is our understanding that these residents do pay taxes or vote in Kennesaw. Additionally, we have read of opposition from a nearby business center who also does not pay taxes in Kennesaw. Businesses and residents who don't pay taxes or vote in our city should not call the shots on the future of Kennesaw. Concerns have been voiced about increased traffic and that may certainly be an issue. Unfortunately, with growth comes traffic. KSU will continue to grow and there will continue to be a need for safe student housing.

Thank you for your consideration of our support of the proposed student housing development at 1465 Shiloh Rd. We are located about 3 minutes away from there and would love to see if you are in the area!

Sincerely,

Bryan and Amanda Broyles
Portal Pinball Arcade
3600 Cherokee Dr, Ste 102
Kennesaw, GA 30144

Darryl Simmons

From: Mark Allen
Sent: Monday, June 8, 2020 10:25 AM
To: Patrick Ferris; Christopher Henderson; David Blinkhorn; James Eaton; Tracey Viars; Derek Easterling
Cc: robert@singletonrealestate.com; Darryl Simmons; Jeff Drobney
Subject: 1465 Shiloh Road / A 'Win-Win'

Dear Honorable Mayor and Council Members,

As a Kennesaw taxpayer, business owner and chair of the Kennesaw Downtown Development Authority I wanted to express my support for 1465 Shiloh Road proposed as a student housing project. I believe student housing is the best use for this property given the 'right-turn' out of the property; which has no entry/exit into the Pine Tree Country Club subdivision. I believe more people residing close to downtown translates into more people coming into downtown to spend money. From a tax perspective that property is generating minimal revenue each year while zoned as residential. Shifting it to commercial will certainly generate more ongoing tax revenues for the city not to mention the building permits that would be required once construction began. As I understand it, the majority of the opposition being voiced is from residents in Pine Tree County Club which, as you know, are not residents within the Kennesaw city limits and do not contribute to the property tax base of Kennesaw. I trust the vote you cast will be yours and yours alone without influence from friends, family or people with their own agenda which isn't in the interest of the City of Kennesaw or best for Kennesaw's future. As a business owner I urge you to agree that granting this zoning change is a win-win for Kennesaw all around.

Thank you for your time.

Mark Allen
[redacted]
Chair - Kennesaw Downtown Development
Manager - Kennesaw Market Monday
Coordinator - Kennesaw Beer Festival

Statement of Support for the Fountain Student Purpose Housing Project
Pinetree Civic Association

9 June 2020

Mayor Derek Easterling
Council Pat Ferri
Council James Eaton
Council Tracey Viars
Council Chris Henderson
Council David Blinkhorn
City Manager Jeff Drobney
Zoning Manager Darryl Simmons
City Clerk Lea Addington

The Pinetree Civic Association officially endorses the Fountain Student Purpose Housing Project.

We believe that Fountain has agreed to sufficient stipulations to insure that the problems of prior Student Purpose Housing projects will **NOT** be repeated. This include:

1. Locating the facility on an arterial street with minimum exposure to residential areas.
2. Agreeing to abide by the Cobb County and proposed City of Kennesaw Student Purpose Ordinance. This includes:
    a. 24/7 on site management
    b. Required annual police review before the City of Kennesaw annual business license renewal approval.
    c. Fountain is required to coordinate with local law enforcement to develop a security plan in accordance with the standards of crime prevention through environmental design (CPTED).
    d. Sufficient parking and fencing for residents and visitors to prevent parking in adjacent properties for residents and visitors.
    e. A gated and secure facility.
3. Have scaled back the project to better isolate the residential area. The landscaping will provide sufficient buffering for the 4 adjacent residential properties.
4. Most importantly, Fountain has addressed the most significant issue with Student Housing....safety and traffic to/from campus.
    a. Fountain will provide bus service
    b. Fountain has been very active with PCA and Cobb DOT on addressing the resulting traffic. Pinetree has had a major problem with student traffic accessing the KSU campus and West Parking Deck through the 20 ft wide hilly Pinetree streets.

i. The combination of a right turn out only from the facility and Cobb's decision to build a physical barrier to prevent left turns into Ayers.
ii. Cobb DOT and our Cobb Commissioner (JoAnn Birrell) have agreed to work with Kimbly-Horn Engineering to document the traffic issues around KSU (13 locations) and specifically Frey Lake Road.
iii. Cobb County has agreed to have Fountain establish a $ 100,000 escrow fund for the survey, initial engineering and support of closing or restricting Frey Lake Road by Cobb County.

The Pinetree Civic Association charter includes just under 600 residential homes. The PCA Board of Directors have diligently evaluated the impact and tradeoffs regarding this project. We believe having the facility on an adjacent arterial street (Shiloh) minimizes the impact to the immediate community. By addressing the traffic issues, we believe this project will enhance the quality of life for residents of Pinetree Civic Association.

The final Board of Directors vote to approve of this endorsement of the Fountain project was 4-0 with 1 abstention.

Pinetree Civic Association

Post Office Box 1382

Kennesaw, GA 30156

info@pinetreecivic.org

Phil Anzalone

Phil Anzalone - President

([redacted])

([redacted])

David McSpadden - Vice President

Dean Student - Secretary

Todd BERQUIST - Security Chairman

June 8, 2020

Mayor, Council & Staff

I'm writing to express my approval of the student housing project being considered at 1465 Shiloh Road. As a long-time community member and resident of Pinetree Country Club as well as the owner of (3) tax-paying properties within the City limits of Kennesaw, I feel this project will provide revenue to the city that is currently not being collected on an inactive property. It will also give students a place to live and will hopefully discourage them from renting houses within Pinetree and other subdivisions in Kennesaw where we see 4 to 5 students renting houses together within family neighborhoods.

Furthermore, because the newest plans do not include an entry or exit on Ayers Drive, I'm not sure how residents of Pinetree have any authority in this decision. Equally, the business center next door who is concerned with traffic has created its own addition to the traffic and so I'm not understanding their opposition either. With this property being so close to campus, I believe the KSU bus system would be able to easily incorporate a stop on their route.

New residents in Kennesaw City limits means more revenue for the city.

Thanks,

Joe Bozeman

Darryl Simmons

From: Kelly Trim [redacted]>
Sent: Monday, June 15, 2020 12:32 PM
To: Derek Easterling; Jeff Drobney; Darryl Simmons; David Blinkhorn; pferris@kenensaw-ga.gov; Christopher Henderson; Tracey Viars; James Eaton
Subject: Affordable Student Housing - A Mom's Perspective

Dear Mayor Easterling and Kennesaw City Council Members,

I'm reaching out today regarding the proposed student housing (Item B.) on your agenda for tonight's meeting. As a homeowner, taxpayer, voter in the city of Kennesaw and most importantly, mother of rising high school seniors (twins) heading to KSU in the fall of 2021, I'm asking you to fully support this development.

If you've recently researched student housing, you've not only seen the explosion in costs, but are no doubt aware of the waiting lists driven by the lack of housing and the drastic increase in the number of students. Besides the growing need for safe affordable student housing, it is imperative to **support the development proposed for 1465 Shiloh Road** for the following reasons.

1- Reduces Stress Our Neighborhoods - Without affordable student housing options, students will look to the neighborhoods for rental housing. Our quaint little family neighborhood, with small children who play on our streets and elderly original owners who enjoy the quiet, will be forced to deal with renting students.

2- Helps Our Local Economy - 6 months ago we had no idea that a global pandemic would wreck our economy. We can no longer afford to deny a business that wants to come to Kennesaw to provide essential services....and affordable student housing is essential. If they don't come here, their tax dollars will certainly be welcome by our neighbors.

3- Improves Safety - Providing safe, secure housing to KSU students so close to campus protects not only those students, but the entire area. Less commute time and close proximity to available jobs means less driving time and therefore less student drivers on our roads.

I am aware that a few friends who reside outside the city limits of Kennesaw may have shared their concerns over traffic and growth. While all views are important, I respectfully urge you to more carefully consider the views of actual taxpaying Kennesaw City residents on this issue.

Thank you for your kind consideration.

Kelly
cell/txt [redacted]
2919 Lula Ln NW
Kennesaw, GA 30144

Darryl Simmons

From: Robert Trim [redacted]>
Sent: Monday, June 15, 2020 6:56 PM
To: kennesawcouncil
Cc: Derek Easterling; Jeff Drobney; Darryl Simmons; David Blinkhorn; pferris@kenensaw-ga.gov; Christopher Henderson; Tracey Viars; James Eaton
Subject: I support the Student housing

Please let them know that I am a voter and tax payer with a business located in the city of Kennesaw. I am also an alum of Kennesaw State University.

The list you read while interesting does not give any idea who they are or where they are from.

My address is
2919 Lula lane
30144

GDCR ATTORNEYS AT LAW

ORIGINAL

Richard W. Calhoun
E-mail: rcalhoun@gdcrlaw.com

June 15, 2020

VIA E-MAIL
City of Kennesaw Mayor and Council
2529 J.O. Stephens Avenue
Kennesaw, Georgia 30144
Email: kennesawcouncil@kennesaw-ga.gov

RE: Z2020-01: City RM-12 rezoning, and concurrent variance, request submitted by Fountain Residential Partners for property located at 1465 Shiloh Road.

Dear Mayor and Council,

Our firm represents 75 Wade Green Business Center Association, Inc. regarding the above rezoning request submitted by Fountain Residential Partners. Our client, and many other neighboring property owners, are opposed to this rezoning request for the following reasons:

1. Our client incorporates those objections raised in its March 4, 2020 letter (attached as Exhibit "A"), March 16, 2020 letter (attached as Exhibit "B"), which was omitted from the Mayor and Council's Agenda Packet, and May 28, 2020 letter (attached as Exhibit "C") as if each were fully stated herein.

2. The June 15, 2020 "final public hearing" on the above rezoning application is premature and improper for the following reasons:

a. The Mayor's attached Executive Orders on March 25, 2020 and May 6, 2020 (Exhibits "D" and "E") stayed, or superseded, any "land use or zoning matter" until the official termination of the declared state of emergency;

b. Because the Mayor's Executive Order No. 02 was not "rescinded" until May 29, 2020 (attached as Exhibit "F"), the May 15 and May 22, 2020 notices required for this rezoning hearing are invalid;

c. Because the May 15 and May 22, 2020 public advertisements were invalid, there has been no 15 – 45 day published notice of said hearing as required by O.C.G.A. § 36-66-4(a); and

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

d. Therefore, any decision made related to this rezoning application, following these invalid public advertisements, is equally invalid. McClure v. Davidson, 258 Ga. 706 (1988); Hoechstetter v. Pickens Cnty., 341 Ga. App. 213 (2017).

3. Various members of the 75 Wade Green Business Center Association, Inc., residents of the Pine Tree Country Club, and numerous other Kennesaw residents have signed the Petition attached to Exhibit "C" opposing this rezoning application and the proposed PBSH Zoning Ordinance.

4. Council member Viars' status as listing agent for *Beaucoup Properties, LLC,* which is the property owner in this rezoning and an intended beneficiary of this rezoning application (and the proposed PBSH text amendments), raises a factual issue of whether her conduct has tainted this rezoning and the adoption of the proposed PBSH text amendments. Such conduct renders this rezoning and the proposed amendments subject to invalidation. Dunaway v. City of Marietta, 251 Ga. 727 (1983).

5. The proposed rezoning of the property at 1465 Shiloh Road is spot zoning; it specifically benefits Fountain Residential Partners and is to the detriment of surrounding single-family residential properties as well as the long-established 75 Wade Green Business Association, Inc. property.

6. The proposed rezoning will effect a taking and damaging of our clients' (and surrounding property owners') properties without compensation, and a denial of equal protection in violation of Article 1 § 1 ¶ 1 and 2, and Article 1 § 3, ¶ 1 of the Georgia Constitution, and corresponding provisions of the U.S. Constitution.

7. The City's zoning existing ordinance defines "family" as "one or more related persons by blood, legal adoption or marriage or ***not more than three (3) persons not related...***" Any student housing *unit* with more than three bedrooms is designed to exceed this limit. This project would constitute a direct violation of the City's zoning ordinance, and an intentional evasion of a community and ordinance standard applicable to *every other* residential zoning category, arguably a violation of equal protection rights as well.

8. U Club and West 22 are constant problems for Kennesaw's Police Department. Adding another student housing development will result in additional police calls and further drain Kennesaw's resources.

For example, between January 1, 2017 and March 27, 2020, Kennesaw's Police Department responded to 650 incidents at U Club and 699 incidents at 22 West. The incidents responded to included noise complaints, illegal parking, rape, vandalism, robbery, theft and illegal drugs, among many other types of incidents. See the summaries of police calls attached to the May 28, 2020 letter, attached as Exhibit "C". Sent as a separate, e-mailed attachment and referred to as Exhibit "G" is a composite recording of evening and late night music and other noises as experienced by neighboring homes to the West 22 development – the same character and frequency

of disturbance could be expected to emanate from the proposed development if this rezoning is approved.

If Kennesaw approves this rezoning application, then the surrounding businesses in the business center and the residents in Pine Tree County Club will suffer a significant detriment, damage or injury, and would, therefore, be deprived of the reasonable use and enjoyment of their property. This rezoning has no reasonable relationship to the public health, safety or welfare of Kennesaw's residents, and would deprive adjacent and adjoining owners of their due process and equal protection rights afforded to them under Georgia's (and the United States') Constitution.

9. Though there are inherent challenges of holding public meetings electronically (and often in-person), the City has failed to conduct its meetings related to this rezoning application (and the PBSH text amendment) fairly and orderly:

a. At the March 16, 2020 public meeting, the City truncated the opposition's ten minutes of presentation time. In fact, the opponents only had their names identified or their comments *paraphrased*, or with respect to our client's March 16, 2020 letter, never read, period. See March 16, 2020 Legal Minutes, p. 7. At no point were any opposition letters or e-mails which had been submitted to the Mayor and Council (or to kennesawcouncil@kennesaw-ga.gov) read aloud for the Council's consideration.

b. On the other hand, at the June 8, 2020 work session, the *applicant*'s June 8, 2020 letter to the City was read aloud, *verbatim*, and into the record; however, for tonight's hearing, our client's March 16, 2020 objections (and many others as referenced in Paragraph 9(a)) are not included in the Mayor and Council's Agenda Packet.

c. A failure to provide opponents with their statutorily prescribed ten (10) minutes time for presentation would violated O.C.G.A. 36-66-5(a) and Kennesaw's UDC, and would further deprive these adjacent and adjoining owners of their due process rights under Georgia's (and the United States') Constitution. See Yost v. Fulton Cnty., 256 Ga. 324 (1986).

For the foregoing reasons, we respectfully submit that the Mayor and Council should reject this rezoning request.

Sincerely,
GREGORY, DOYLE, CALHOUN & ROGERS, LLC

Richard W. Calhoun, Esq.
For the Firm

CC: Derek Easterling, Mayor
Tracey Viars, Council Post 2
Chris Henderson, Council Post 4
James "Doc" Eaton, Council Post 1
Pat Ferris, Council Post 3
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Association, Inc.

GDCR ATTORNEYS AT LAW

rcalhoun@gdcrlaw.com

March 4, 2020

City of Kennesaw Planning Commission Members and
Mayor and City Council
2529 J. O. Stephens Avenue
Kennesaw, GA 30144

Re: Rezoning and Variance Request Z 2020-01; 1465 Shiloh Road

Dear Planning Commission Members and Mayor and Council:

This firm represents 75 Wade Green Business Center Association, Inc. (the "Association") with reference to the above rezoning and variance applications.

Our client is opposed to these applications for the following reasons:

1.) There have been several successful prior rezonings of this same property (from R-20 to CRC, CRC to O&I, and O&I to R-30) which suggest this property is suitable for a multitude of other uses less intrusive to the surrounding area than what amounts to a college dormitory.

The Mayor and Council's *unanimous* 2017 decision to deny a similar application was correct.[1] There is little in the present application which distinguishes it from the last application. In addition, the buffer previously shown adjacent to the Association's property has been removed from the present plan.

2.) The proposed multifamily use *conflicts* with the City's future land use plan, which shows the subject property as being located in a Community Activity Center on the City's future land use map. Recommended zoning classifications under the CAC designation do not include multifamily housing projects, whether labeled "student housing" or not. (See Exhibit "B")

[1] An appeal of the Council's decision was without merit and was later dismissed by the property owner. (See Exhibit "A")

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

3.) The applicant's requested "density variance" is an attempt to do indirectly what cannot be done directly, i.e., to allow a higher density than permitted under the City's zoning ordinance.

§ 9.02.02 of the City's UDC *specifically limits* variances to dimensional standards of building height, lot width, driveway spacing, yard setbacks and parking space dimensions. Density variances are simply *not* among the enumerated types of variances that the City can grant. (See Exhibit "C")

4.) A desire for greater density and therefore greater profit is *not a hardship* which will support a variance under the City's zoning ordinance. Local zoning authorities are not required to grant variances to eliminate hardships which are not inherent in the property or to allow expansion or correct planning errors of the property owner. Matheson v. Dekalb County 257 Ga. 48 (1987)

5.) The applicant's plans include four and five-bedroom units, some of which presumably may be occupied by four unrelated students. To the extent any of the 68 proposed dwelling units are occupied by more than three unrelated persons, such occupancy would constitute a violation of the City's RM-12 zoning district regulations. (See Exhibit "D")

6.) The proposed housing project is starkly out of character for this area, and will devalue surrounding properties with no corresponding benefit to anyone but the developer of this project.

The grant of the proposed rezoning and/or variances would amount to a manifest abuse of the City's zoning authority to the detriment of our client and other property owners in the 75 Wade Green Office Park, and would effect an uncompensated taking and damaging of their property without due process of law, as well as a denial of equal protection in violation of Ga. Const. Article 1, § 1, Paragraphs 1 and 2 and Article 1 § 3, Paragraph 1, and corresponding provisions of the U.S. Constitution.

For the foregoing reasons we respectfully submit that the requested rezoning and variance applications should be denied.

Sincerely yours,
GDCR ATTORNEYS AT LAW

Richard W. Calhoun
For the Firm

RWC/sws

cc: Derek Easterling, Mayor
James "Doc" Eaton, Council Post 1
Tracey Viars, Council Post 2
Pat Ferris, Council Post 3
Chris Henderson, Council Post 4
David Blinkhorn, Council Post 5
Doug Rhodes, Planning Commission Chairman
Cindi Michael, Planning Commission Vice-Chair
Dan Harrison, Planning Commission
Don Bergwell, Planning Commission
Phillip Jackson, Planning Commission
SaVaughn Irons, Planning Commission
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Center Association, Inc.

ID# 2018-0029176-CV
EFILED IN OFFICE
CLERK OF SUPERIOR COURT
COBB COUNTY, GEORGIA
17108684
FEB 28, 2018 03:51 PM
Rebecca Keaton, Clerk of Superior Court
Cobb County, Georgia

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

BEAUCOUP PROPERTIES, LLC, Petitioner/Plaintiff,	)	
v.	)	
CITY OF KENNESAW, GEORGIA, Defendant,	)	CIVIL ACTION FILE NO. 17-1-8684-40
and	)	
MAYOR OF KENNESAW and KENNESAW CITY COUNCIL, Respondents	)	

VOLUNTARY DISMISSAL WITHOUT PREJUDICE

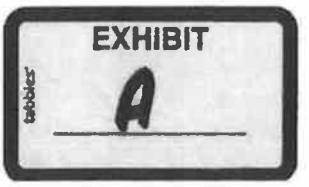
COMES NOW Petitioner/Plaintiff Beaucoup Properties, LLC, by and through its attorney of record, and dismisses all claims in the above-referenced suit, without prejudice. The Clerk is directed to close the file.

This 28th day of February, 2018.

JENKINS & BOWEN, P.C.

/s/ Sarah MacKimm
Brandon L. Bowen
Georgia Bar No. 071107
Sarah MacKimm
Georgia Bar No.: 299849
Attorneys for Beaucoup Properties, LLC

15 South Public Square
Cartersville, Georgia 30120
(770) 387-1373 – Tel
(770) 387-2396 – Fax
bbowen@ga-lawyers.pro
smackimm@ga-lawyers.pro



Our Future Land Use

As a built-out city, any new growth within the City of Kennesaw will be redevelopment. Currently within the city, 86% of the city's parcels are residential which is a challenge for any new development. The Future Land Use Map is a general guide for character of development within the city. A description of each category is provided below. Sample photos on the following pages, show options of what may be appropriate in each category. New development should be monitored for its impact on water quality within the city and region.

Activity Centers
Activity Centers are areas of commercial, office, and residential land uses. These are located along major transportation corridors. New development should reflect the character of the existing development within these areas.

Activity Center Types
Regional Activity Center
These are areas of large developments and serve as regional destinations for employment and retail.
Downtown Activity Center
This area is the traditional downtown of Kennesaw. For this area the City of Kennesaw completed an LCI study and that should be used as the guiding plan.
Community Activity Center
These areas provided services to the community but are not as intense as the Regional Activity Center
Neighborhood Activity Center.
These areas provide services to small areas within the community.

Transportation Communication and Utilities
Areas of Utilities and transportation

Public/Institutional
This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. Examples of institutional land uses include colleges, churches, cemeteries, hospitals.

Industrial
These are areas intended for manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities.

Lake
Bodies of Water

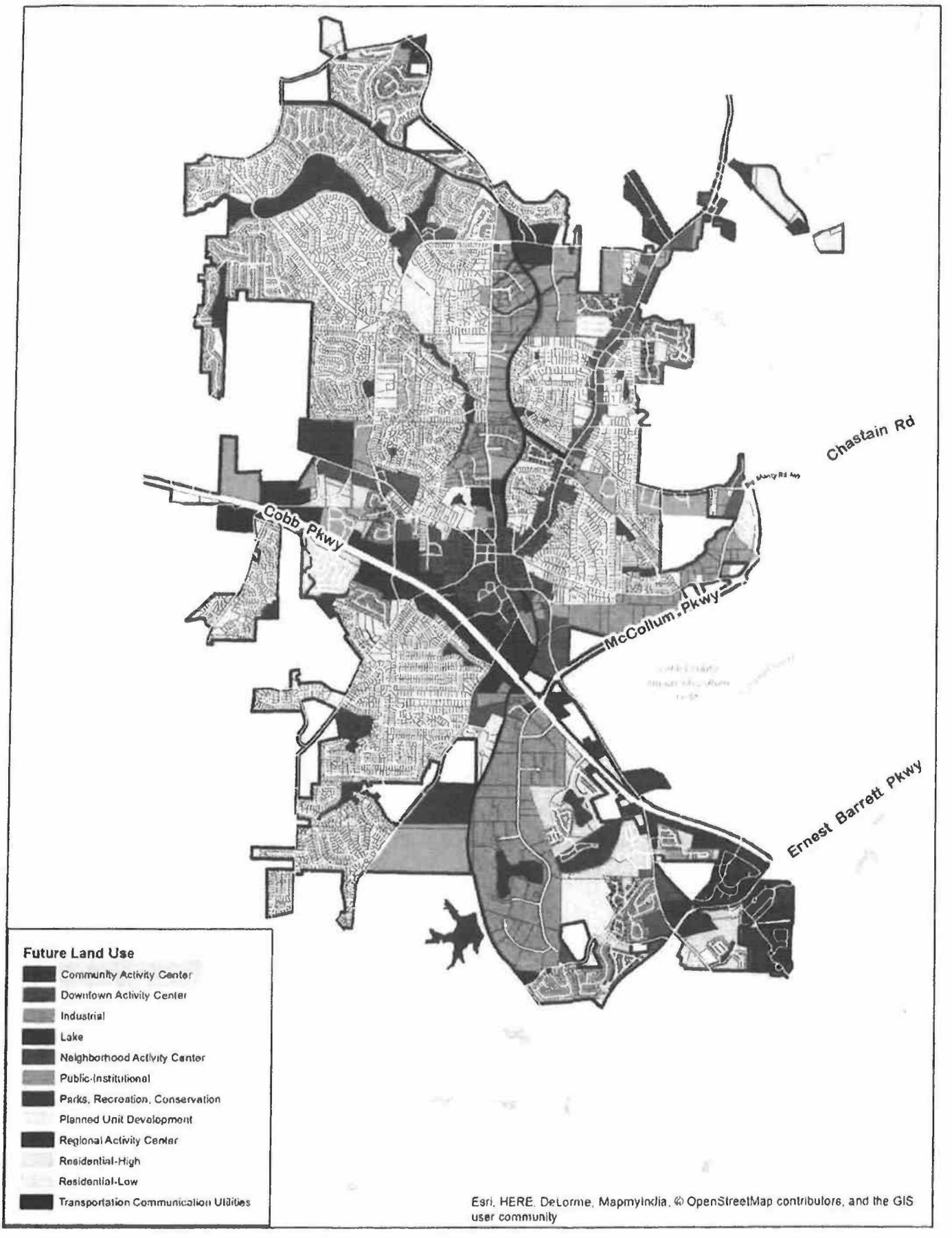
Park/Recreation/Conservation
This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.

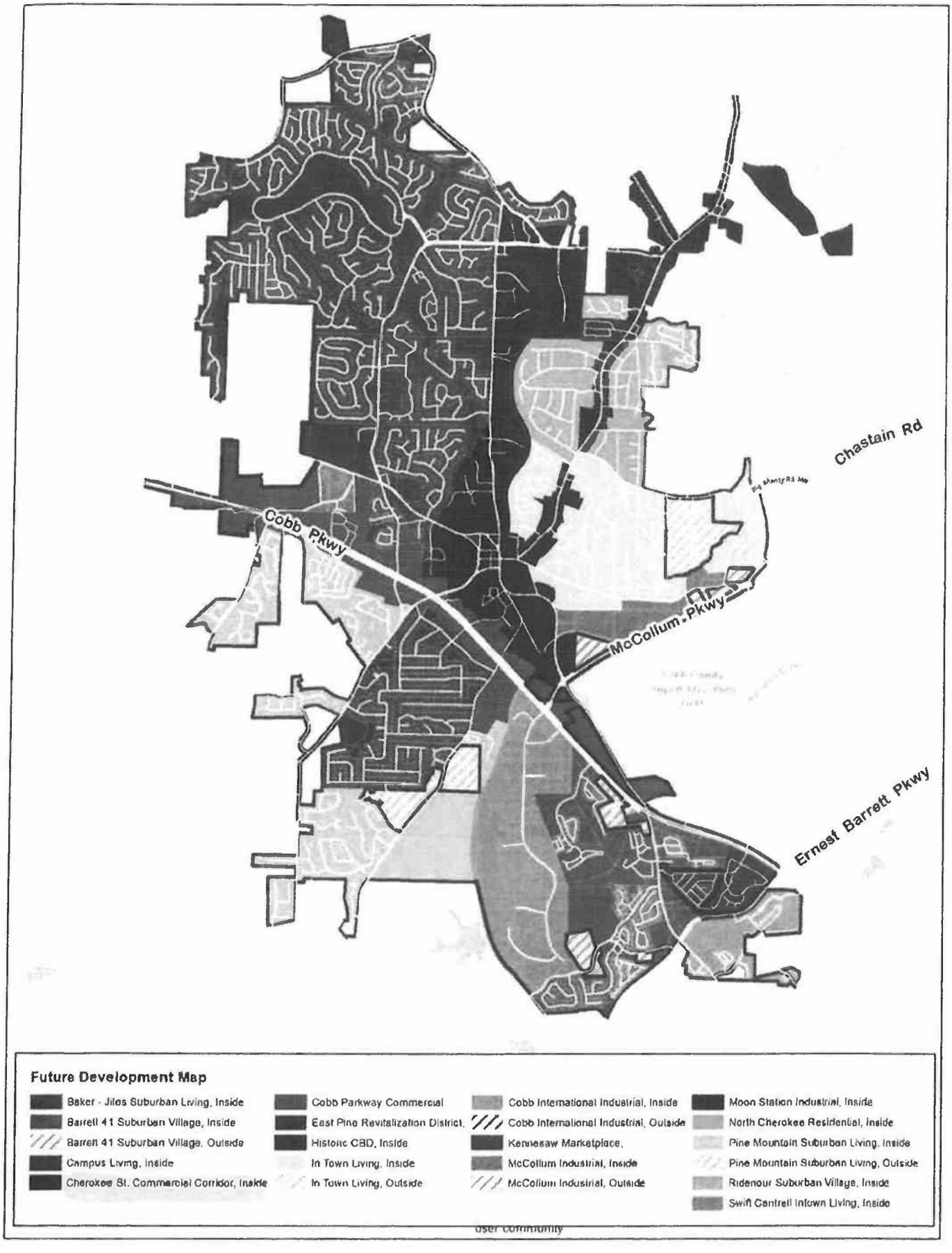
Planned Unit Development
Areas planned under a separate master plan

Residential High
Residential Medium
Residential Low
These are areas of residential land uses with the city. This may be single family or multi-family but new development should reflect the character of the surrounding development. The recommended densities are:

- Low/Medium — 1-4 units per acre
- High — 4-16 units per acre

EXHIBIT
B


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Land Use
Community Activity Center
Downtown Activity Center
Industrial
Lake
Neighborhood Activity Center
Public-Institutional
Parks, Recreation, Conservation
Planned Unit Development
Regional Activity Center
Residential-High
Residential-Low
Transportation Communication Utilities
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Development Map
Baker - Jiles Suburban Living, Inside
Barrett 41 Suburban Village, Inside
Barrett 41 Suburban Village, Outside
Campus Living, Inside
Cherokee St. Commercial Corridor, Inside
Cobb Parkway Commercial
East Pine Revitalization District,
Historic CBD, Inside
In Town Living, Inside
In Town Living, Outside
Cobb International Industrial, Inside
Cobb International Industrial, Outside
Kennesaw Marketplace,
McCollum Industrial, Inside
McCollum Industrial, Outside
Moon Station Industrial, Inside
North Cherokee Residential, Inside
Pine Mountain Suburban Living, Inside
Pine Mountain Suburban Living, Outside
Ridenour Suburban Village, Inside
Swift Cantrell Intown Living, Inside

Cherokee Street Commercial Corridor

The Cherokee Street Commercial Corridor is an approximately 1 mile section of Wade Green Road and Cherokee Street extending from the Wade Green and I-75 Interchange south to Ben King Road. This corridor is comprised of neighborhood compatible retail and office developments intermixed with residential and institutional land uses. South of the McCollum Parkway intersection, many of the office and retail uses occur in older homes that have been rezoned to allow commercial use. North of McCollum Parkway to the I-75 interchange are several strip malls and free standing office developments. Sidewalks are frequently used by residents, but are possibly undersized as Cherokee Street and its right-of-way narrows approaching Ben King Road. Parking is often limited to the front or driveway side of the structure. Signage is generally more attractive and visible in the more recent strip developments north of McCollum Parkway.

Future Land Use Categories

- CAC Community Activity Center
- NAC Neighborhood Activity Center
- PI Public Service/Institutional

Cherokee Street Commercial Corridor

Cobb Parkway Industrial

Cobb International Industrial

The Cobb International Industrial area is located across from the McCollum Parkway and Cobb Parkway intersection. In general, this area is characterized by large manufacturing and distribution warehouses, as well as smaller, retail and office warehouse operations.

The overall area is strategically located near McCollum Airport and the CSX rail line. It also has direct access to Cobb parkway and I-75 via McCollum Parkway. Structures are generally metal buildings with brick or stone facades on the front. Many structures have stone or brick facades on at least two or more sides. Pedestrian access is limited due to the heavy traffic volume of the area. No sidewalk access is provided along this segment of Cobb Parkway or in the industrial park.

Future Land Use Categories

- CAC Community Activity Center
- I Industrial

9.02.01 - Generally

A. The Mayor and City Council may authorize upon appeal in specific cases such variance from the terms of this UDC as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in unnecessary hardship.

B. A variance shall be authorized only so that the spirit of this UDC shall be observed, public safety and welfare secured, and substantial justice done.

C. A variance shall not be granted to allow a use of land that is otherwise prohibited in the zoning district applicable to the property.

D. The existence of a nonconforming use on adjacent land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance.

E. The Mayor and City Council shall be responsible for consideration and a decision regarding requests for variances, pursuant to the notice and hearing requirements set forth in Chapter 10.

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

9.02.02 - Types of Variances

A request for a variance shall be limited to vary the following : 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or 5) dimensional standards for parking or loading spaces.

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

9.02.03 - Requirements for Variances

Variances may be granted using the following criteria:

A. There is extraordinary and exceptional conditions pertaining to the property because of its size, shape or topography;

B. The application of the UDC standards to property creates practical difficulty or unnecessary hardship;

C. The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede the purposes and intent of the UDC .

(Ord. No. 2018-23, § 2(Exh. B), 10-15-18)

EXHIBIT

tabbies

C

2.01.03 - Residential Zoning Districts

The following residential zoning districts are established:

A. *R-30, Single-Family residential district (30,000 square feet).* The R-30 single-family residential district is established to provide locations for single-family detached dwellings or residentially compatible institutional and recreational uses at low to moderate densities, with access both to public water and sewerage.

B. *R-20 Single-Family residential district (20,000 square feet).* The R-20 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

C. *R-15, Single-Family residential district (15,000 square feet).* The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

D. *R-12, Single-Family residential district (12,000 square feet).* The R-12 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

E. *R-10, Single-Family residential district (10,000 square feet).* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities, with access to both public water and sewerage within designated medium density areas on the comprehensive land use plan and future land use map.

F. *PUD-R, Planned Unit Development-residential district.* The PUD-R planned unit development-residential district is established to encourage and provide flexible site plan and building arrangements under a unified plan of development rather than by lot-by-lot regulation. The PUD-R district is not intended to encourage greater density of development, but rather to encourage ingenuity and resourcefulness in land planning to assure the provision of park and recreation land and facilities for the use of the occupants of the development in order to obtain a more desirable environment. The density should be consistent with the surrounding development.

G. *RA-4, Residential District (Four [4] units per acre).* The RA-4 residential district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to bath public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time. The dwelling units are to be designed for placement on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a common party wall.

H. *RM-8, Multiple-Family district (Eight [8] units per acre).* The RM-8 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewer.

I. *RM-12, Multiple-Family district (Twelve [12] units per acre).* The RM-12 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

EXHIBIT

D

Extreme Flood Protection: Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Façade: That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

False Front: A front wall which extends beyond the sidewalls of a building to create a more imposing façade.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Fanlight: A window, often semi-circular, over a door, with radiating muntins suggestive of a fan.

Farm Winery: A domestic manufacturer of wine in quantities of less than 100,000 gallons of wine per year, that is licensed by the state pursuant to O.C.G.A. 3-6-21.1, or as may be amended from time to time. Provided a license is issued as required by this chapter, a farm winery is authorized to sell wine by the package, by the drink and operate a wine tasting facility on the premises of the farm winery without additional license requirements, except as is required in the city zoning ordinance.

Fast food restaurant: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars, on the premises, or off the premises.

Fee Simple: The owner is entitled to the entire property with unconditional power of disposition during his life and which descends to his heirs and legal representatives upon his death intestate.

Fenestration: The arrangement and design of windows in a building.

Fill (as pertaining to earthwork): A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Final Plat: A finished drawing or drawings of the subdivision showing completely and accurately all legal and engineering information and certification necessary for recording. The finished drawing or drawings may consist of one or more drawings of the subdivision which together form the final plat, all of which must comply with the requirements of this chapter.

Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Flag: A piece of fabric or other flexible material solely containing distinctive colors, patterns, standards, words or emblems used as the symbol of an organization or entity.

Flashing (as pertains to lighting): Illumination which is not kept constant in intensity at all times when in use and which exhibits sudden or marked changes in lighting effects. The term "flashing" excludes illuminated signs which indicate only time and/or temperature, provided that such time/temperature signs do not change or alternate messages more than 12 times a minute.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Flood or *Flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

GDCR ATTORNEYS AT LAW

rcalhoun@gdcrlaw.com

March 16, 2020

City of Kennesaw
Mayor and City Council
2529 J. O. Stephens Avenue
Kennesaw, GA 30144

Re: Rezoning and Variance Request Z 2020-01 and ZV 2020-01; 1465 Shiloh Road

Dear Mayor and Council:

As you know, this firm represents 75 Wade Green Business Center Association, Inc. (the "Association") with reference to the above applications. We believe it is in everyone's interest that you consider the following prior to making any decisions in this matter:

1. The present applications are a textbook example of *spot zoning*.

- Spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners" East Lands v Floyd County 244 Ga. 761 (1979).[1]

- Rezoning the subject property to multifamily would create a "spot zone" bordered on two sides by single family residential property, and on the other by quiet, established office park.

- There is no support in the city's comprehensive plan for multi family zoning in a Community Activity Center, or in the Cherokee St. Commercial Corridor where this property is located. (see excerpts attached).

- If any speaker suggests to you that the City's comprehensive plan recommends such a use for this location, ask them to find and read that portion of the comprehensive plan to you.

[1] This and other legal authority on the importance of adhering to the land use plan, are excerpted from Mr. Dillard's book on land use and zoning and attached.

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

2. **What has changed since June, when the city's staff wrote that the *best* zoning options for this property were O&I, PUD, and PUD-R?**

   - See the attached 6-14-19 email to Council Member Viars recommending the O& I and PUD zoning classifications.

   - See also July 22, 2019 emails from Council Member Viars acknowledging the appropriateness of the O&I classification and the requirement that any rezoning be "in accordance with Kennesaw's land use map".

   - These emails speak for themselves.[2] Notably absent is any mention of multi family housing, student housing, or anything of that nature.

3. **"Density variances" are *not* allowed under the City's unified development code.**

   - UDC §9.02.02 - Types of Variances, states:
     A request for a variance *shall be limited to vary the follow*ing: 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or dimensional standards for parking or loading spaces.

   - The applicant claims UDC § 4.01.01, which refers to "proper variances" in connection with building construction, not zoning variances, allows "density variances ".
     This is incorrect. UDC §9.02.02, which does <u>not</u> include density as a permitted type of variance, was adopted *after,* §4.01.01, and is therefore controlling[3].
     Because density is not listed in in UDC §9.02.02 as a type of variance which can be granted, it is unlawful to grant a variance on density.

   - Even if a "density variance" were legal, there is nothing in the present variance application which supports, much less requires, a variance.
     The subject property is 4.4 acres of evenly rectangular land with gentle topography and no floodplain. It has been used residentially as well as for a heavy construction business. There is no peculiarity of size, shape or topography which even exists on this property, much less one which would be in any way alleviated by a so called "density variance".

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[2] Ms. Viars' involvement as a representative of the property owner in this matter may have created a conflict of interest. Rezonings that are tainted by conflicts of interest are subject to being set aside and invalidated. <u>Dunaway v. City of Marietta</u>, 251 Ga. 727 (1983)

[3] More importantly, however, as seen in the attached strike though copy of Ordinance 2018-23, the words "dimensional standards" were intentionally deleted, meaning that the intent of the amendment was to cover *all types* of variances, not just "dimensional standards".

- There is no hardship here. The only result of a "density variance "would be to increase developer profit— without regard to the detrimental effects of such a variance on surrounding properties.

4. 45 out of 68 proposed multi family units will violate the City's zoning ordinance.

- A multi family dwelling is "a building designed for or occupied exclusively by three or more *families* with separate housekeeping facilities for each *family*" UDC §1.09.00.

- 3 unrelated persons living together qualifies as a "family", but 4 or 5 (or more) unrelated persons living together are not a "family" UDC§1.09.00. [4]

- The applicant's contention that the UDC definition of "family" does not apply to a *multi family* development is simply wrong. (Apparently, the applicant thinks it would be perfectly acceptable under the city's zoning ordinance for 4, or 5 (or more) unrelated persons to occupy every unit of every apartment in the City.)

5. Previous student housing developments approved in other locations do not warrant disregarding the City's ordinances in this location.

The circumstances of other student housing developments have no bearing on the present application.

- The present proposal conflicts with the City's comprehensive plan. There is nothing in this plan that suggests high density student housing is recommended or even permitted in a Community Activity Center.

- The density variance requested is not permitted under the City's UDC. The plain language of UDC simply does not include the density as something which can be "varied".

- The vast majority of apartment units proposed for this development would exceed the maximum number of unrelated persons per unit in the City's code, (exposing the City to the risk of legal action by others cited for exceeding this limit in single family, multi family, or other districts).

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[4] See attached UDC definitions

The City cannot ignore the provisions of its duly enacted land use plans and zoning ordinances which prohibit this type of use, particularly in this location.

There is nothing to recommend this development in this location other than private benefit to the developer. No benefit to the public at large, and certainly not to the surrounding property owners, will result from such a development.

It is the wrong use for the area in which it is proposed to be located, and we respectfully urge the Mayor and Council to again reject this applicant's proposal.

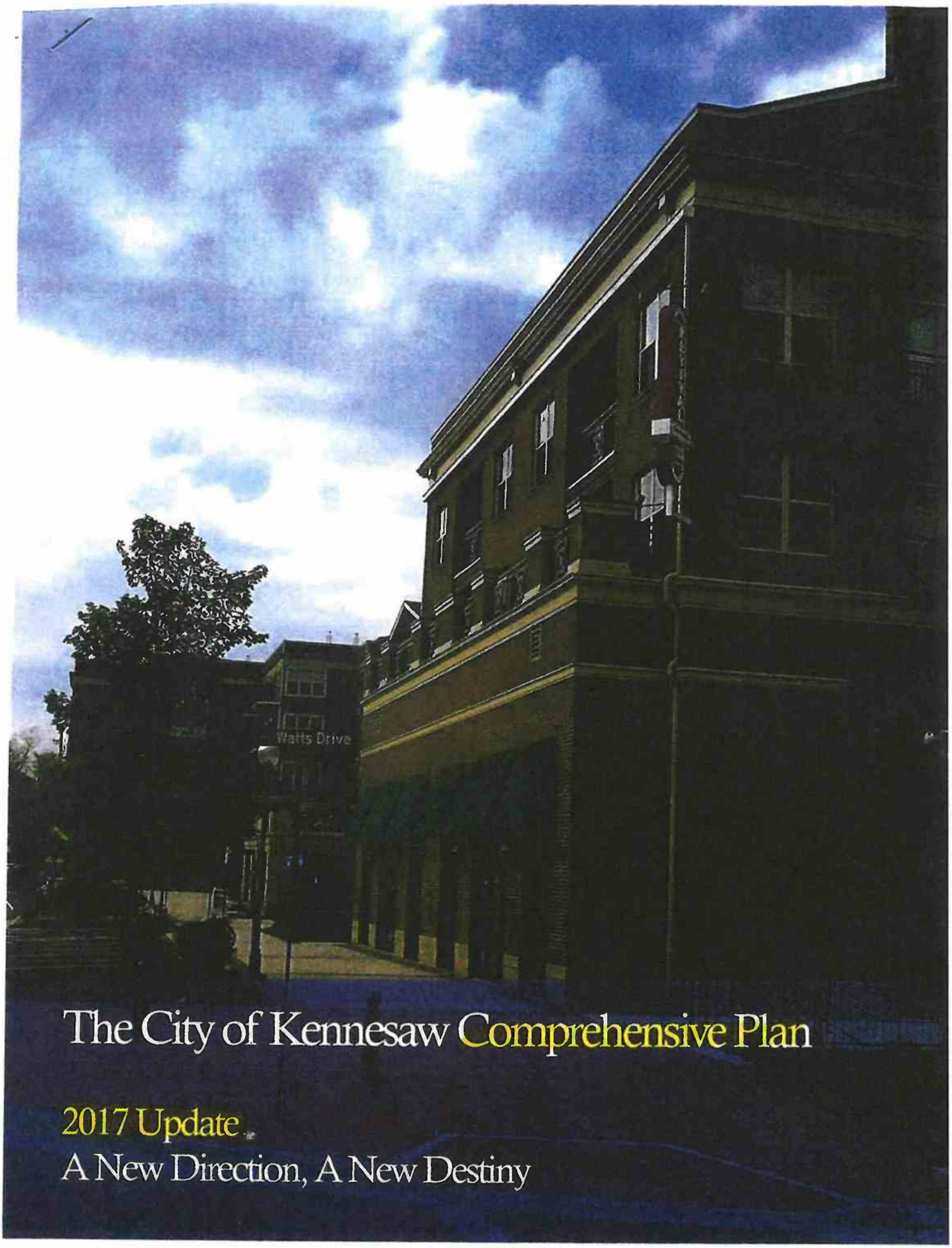
Sincerely yours,
GDCR ATTORNEYS AT LAW

Richard W. Calhoun
For the Firm

RWC/sws

cc: Derek Easterling, Mayor
James "Doc" Eaton, Council Post 1
Tracey Viars, Council Post 2
Pat Ferris, Council Post 3
Chris Henderson, Council Post 4
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Center Association, Inc.

3164980_1.DOC



The City of Kennesaw Comprehensive Plan

2017 Update

A New Direction, A New Destiny

Our Future Land Use

As a built-out city, any new growth within the City of Kennesaw will be redevelopment. Currently within the city, 86% of the city's parcels are residential which is a challenge for any new development. The Future Land Use Map is a general guide for character of development within the city. A description of each category is provided below. Sample photos on the following pages, show options of what may be appropriate in each category. New development should be monitored for its impact on water quality within the city and region.

Activity Centers
Activity Centers are areas of commercial, office, and residential land uses. These are located along major transportation corridors. New development should reflect the character of the existing development within these areas.

Activity Center Types
Regional Activity Center
These are areas of large developments and serve as regional destinations for employment and retail.
Downtown Activity Center
This area is the traditional downtown of Kennesaw. For this area the City of Kennesaw completed an LCI study and that should be used as the guiding plan.
Community Activity Center
These areas provided services to the community but are not as intense as the Regional Activity Center
Neighborhood Activity Center.
These areas provide services to small areas within the community.

Transportation Communication and Utilities
Areas of Utilities and transportation

Public/Institutional
This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. Examples of institutional land uses include colleges, churches. cemeteries, hospitals.

Industrial
These are areas intended for manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities.

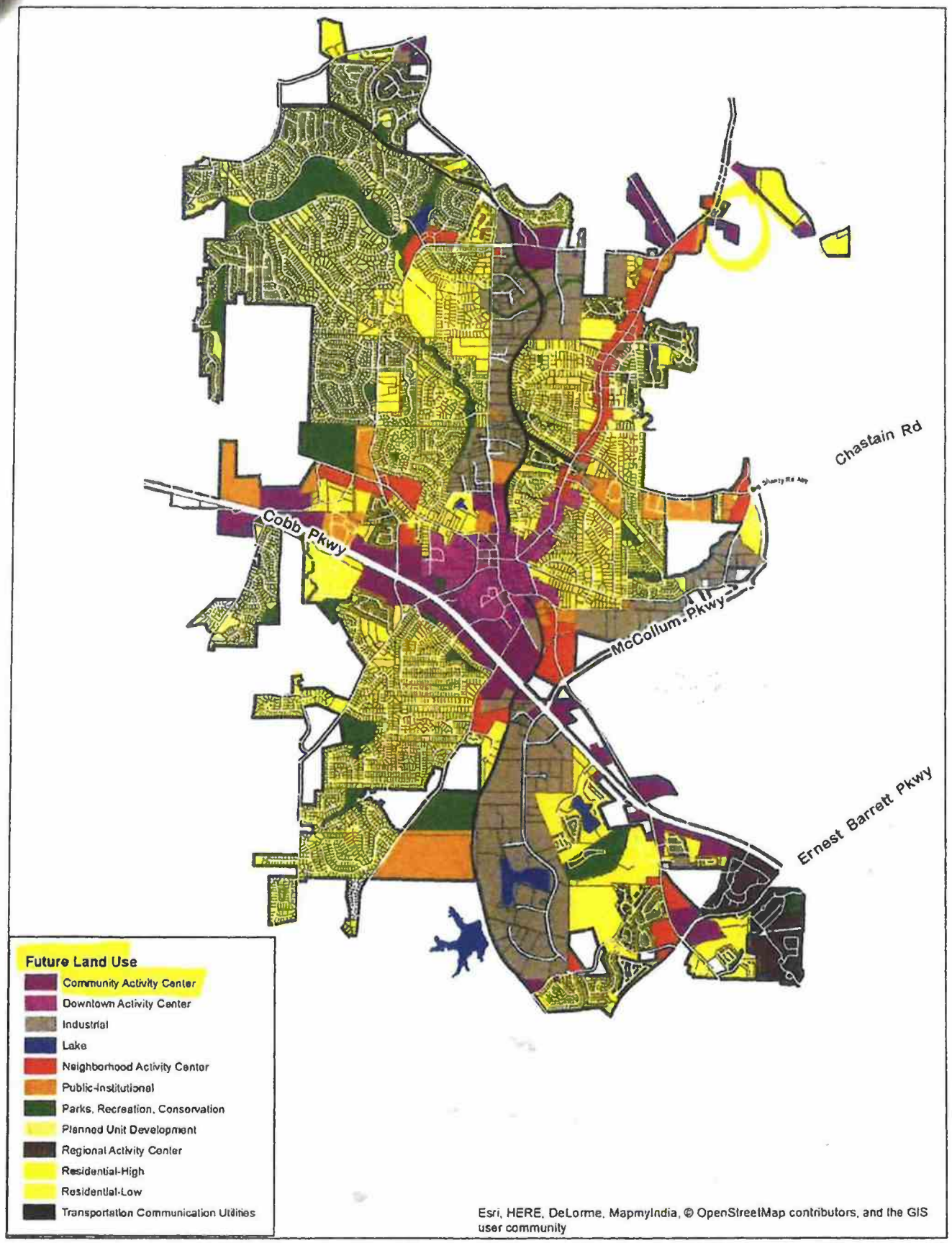
Lake
Bodies of Water

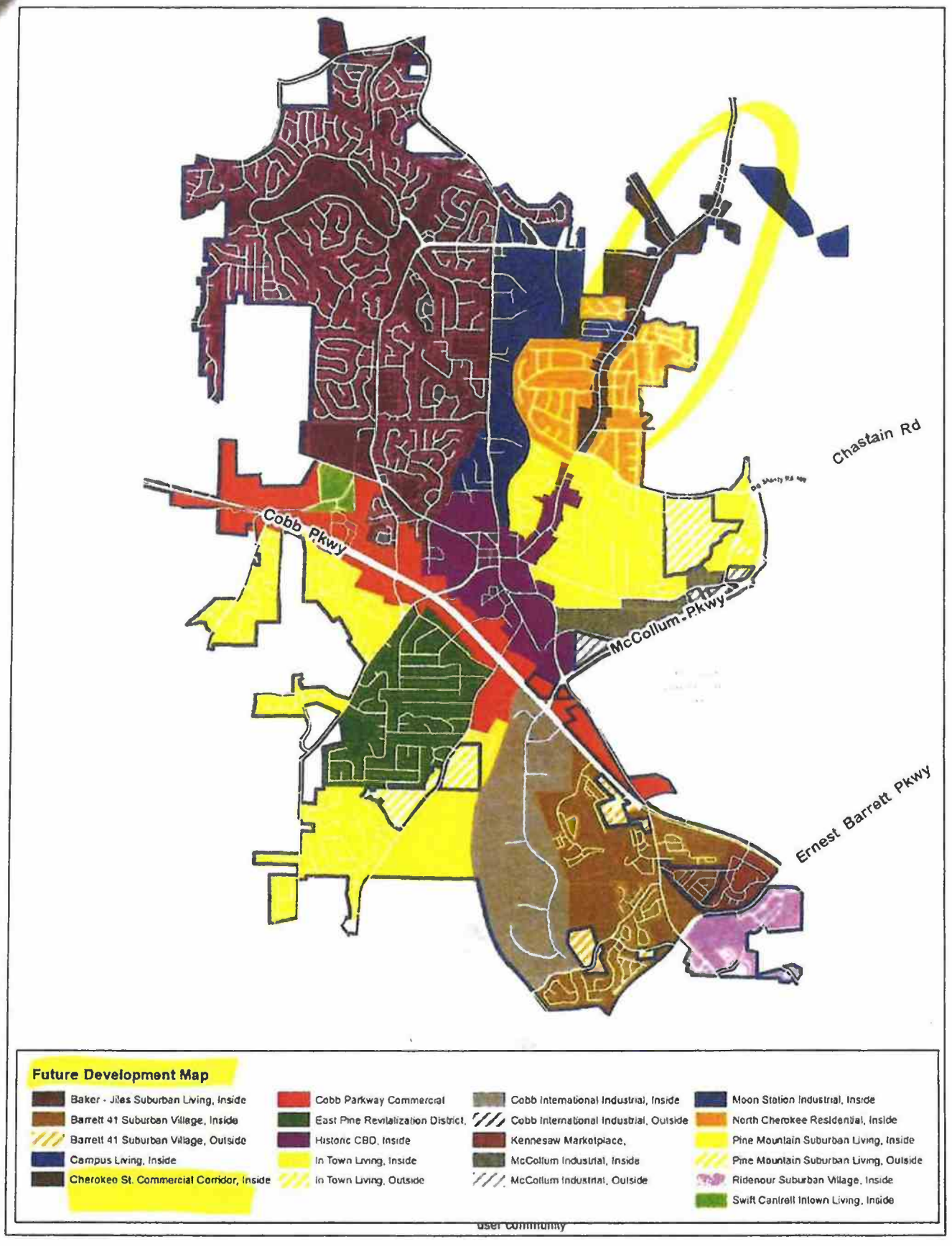
Park/Recreation/Conservation
This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.

Planned Unit Development
Areas planned under a separate master plan

Residential High
Residential Medium
Residential Low
These are areas of residential land uses with the city. This may be single family or multi-family but new development should reflect the character of the surrounding development. The recommended densities are:

- Low/Medium 1-4 units per acre
- High 4-16 units per acre


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Land Use
Community Activity Center
Downtown Activity Center
Industrial
Lake
Neighborhood Activity Center
Public-Institutional
Parks, Recreation, Conservation
Planned Unit Development
Regional Activity Center
Residential-High
Residential-Low
Transportation Communication Utilities
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community


Chastain Rd
Cobb Pkwy
McCollum Pkwy
Ernest Barrett Pkwy
Future Development Map
Baker - Jiles Suburban Living, Inside
Barrett 41 Suburban Village, Inside
Barrett 41 Suburban Village, Outside
Campus Living, Inside
Cherokee St. Commercial Corridor, Inside
Cobb Parkway Commercial
East Pine Revitalization District,
Historic CBD, Inside
In Town Living, Inside
In Town Living, Outside
Cobb International Industrial, Inside
Cobb International Industrial, Outside
Kennesaw Marketplace,
McCollum Industrial, Inside
McCollum Industrial, Outside
Moon Station Industrial, Inside
North Cherokee Residential, Inside
Pine Mountain Suburban Living, Inside
Pine Mountain Suburban Living, Outside
Ridenour Suburban Village, Inside
Swift Cantrell Intown Living, Inside

Cherokee Street Commercial Corridor

The Cherokee Street Commercial Corridor is an approximately 1 mile section of Wade Green Road and Cherokee Street extending from the Wade Green and I-75 Interchange south to Ben King Road. This corridor is comprised of neighborhood compatible retail and office developments intermixed with residential and institutional land uses. South of the McCollum Parkway intersection, many of the office and retail uses occur in older homes that have been rezoned to allow commercial use. North of McCollum Parkway to the I-75 interchange are several strip malls and free standing office developments. Sidewalks are frequently used by residents, but are possibly undersized as Cherokee Street and its right-of-way narrows approaching Ben King Road. Parking is often limited to the front or driveway side of the structure. Signage is generally more attractive and visible in the more recent strip developments north of McCollum Parkway.

Future Land Use Categories

- CAC Community Activity Center
- NAC Neighborhood Activity Center
- PI Public Service/Institutional

Cherokee Street Commercial Corridor

Cobb Parkway Industrial

Cobb International Industrial

The Cobb International Industrial area is located across from the McCollum Parkway and Cobb Parkway intersection. In general, this area is characterized by large manufacturing and distribution warehouses, as well as smaller, retail and office warehouse operations.

The overall area is strategically located near McCollum Airport and the CSX rail line. It also has direct access to Cobb parkway and I-75 via McCollum Parkway. Structures are generally metal buildings with brick or stone facades on the front. Many structures have stone or brick facades on at least two or more sides. Pedestrian access is limited due to the heavy traffic volume of the area. No sidewalk access is provided along this segment of Cobb Parkway or in the industrial park.

Future Land Use Categories

- CAC Community Activity Center
- I Industrial

battles in which the legislative decision makers are often in a no win position. Approving a rezoning can cost an elected official his or her job and can open the local government to challenges from neighbors, create incompatible land uses, and conflict with the zoning plan for an area. Denying the rezoning may subject the local government to taking claims and other constitutional challenges.

In Georgia, each unit of local government that has adopted a zoning ordinance has its own rules and regulations governing rezoning procedures. Since rezonings are considered "zoning decisions" under the Zoning Procedures Law,[3242] local rezoning procedures must comply with the minimum procedural standards set forth in the state statute.

§ 12.2 Comprehensive Rezoning versus "Piecemeal" Rezoning

A distinction can be drawn between comprehensive rezoning and piecemeal rezoning. Comprehensive rezoning involves the rezoning of several or all of the properties in one area and is generally initiated by a local government. For instance, a local government may choose to rezone multiple properties from single-family residential to multi-family residential if it is in the best interest of the public health, safety and welfare. Typically, this type of comprehensive rezoning undertaken by a local government is afforded a great deal of deference by courts.[3243] Rezoning procedures for comprehensive rezonings initiated by a local government generally differ from the procedures for piecemeal rezonings initiated by an individual property owner.[3244] Both procedures are governed by local ordinance.

"Piecemeal" rezoning encompasses all other rezonings not characterized as comprehensive rezonings.[3245] Generally, piecemeal rezoning involves a property owner applying to rezone an individual parcel of property. Piecemeal rezoning is done on a parcel by parcel basis and in most jurisdictions in Georgia reflects the bulk of the rezonings. The mere fact that the rezoning is sought on a case by case basis is not in and of itself a basis to challenge the rezoning request.

§ 12.3 "Spot Zoning"

"Spot zoning" has been defined as "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners."[3246]

3242 O.C.G.A. § 36-66-1 *et seq.*

3243 3 Arden H. Rathkopf & Daren A. Rathkopf, Rathkopf's The Law of Zoning and Planning § 38:14 (2005).

3244 *See e.g.* O.C.G.A. § 36-66-4(b); Chapter V, § 5.3 (ZPL requires different notice procedures depending on whether an individual applies to change the zoning on property or whether the local government, on its own motion, seeks to change the zoning).

3245 3 Arden H. Rathkopf & Daren A. Rathkopf, Rathkopf's The Law of Zoning and Planning § 38:15 (2005).

3246 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764(3), 262 S.E.2d 51 (1979) *quoting Jones v. Zoning Bd. of Adjustment*, 32 N.J.Super. 397, 108 A.2d 498, 502 (1954).

Courts are skeptical of "spot zoning" because of the underlying personal interests and favors that may be involved with rezoning one parcel of property. However, "if a change of zone is reasonable and is in accordance with the comprehensive plan of the zoning ordinance and can be justified as contributing to the public health, safety and general welfare, it will not be held invalid as 'spot zoning,' even though the reclassification affects only a single piece of property or may incidentally discriminate in favor of the owner thereof."[3247] In Georgia, "spot zoning" is heavily scrutinized by courts reviewing decisions of local governing bodies. For example, in *East Lands v. Floyd County*,[3248] a property owner sought to rezone a 15-acre tract of land from low density residential to a multi-family residential classification that would allow an apartment complex.[3249] The planning commission recommended denial of the rezoning but the Board of Commissioners approved the rezoning of the 15-acre parcel.[3250] The Georgia Supreme Court invalidated the Commissioner's decision to rezone the 15-acre parcel as arbitrary and capricious "spot zoning."[3251]

The Court found that the rezoning had no relation to the County's comprehensive plan and was incompatible with surrounding low-density zoning classifications.[3252] The Court stated that it is "uniformly recognized in other jurisdictions that the touchstone for determining whether the zoning of a given piece of property in a manner different than the property surrounding it constitutes illegal spot zoning, is whether such zoning is arbitrary or whether it is done in accordance with a comprehensive plan."[3253] In *East Lands*, the Court seemed particularly concerned about the potential for abuse if local governments were permitted to "spot zone" based on the interests of the individuals involved in a case rather than on the public interest.[3254] This neglect of the public welfare would violate the bounds of the police power and make the exercise of zoning arbitrary and capricious in many instances.[3255] The *East Lands* case overruled several prior Georgia cases which had permitted local governments to "spot zone."[3256]

3247 *Cross v. Hall County*, 238 Ga. 709, 235 S.E.2d 379 (1977) (Hall, J., concurring) *quoting* 1 Rathkopf's The Law of Zoning and Planning 26-14 (1974).

3248 244 Ga. 761, 262 S.E.2d 51 (1979).

3249 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 761-762, 262 S.E.2d 51 (1979).

3250 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 762, 262 S.E.2d 51 (1979).

3251 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 762-763, 262 S.E.2d 51 (1979).

3252 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3253 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3254 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3255 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

3256 *East Lands, Inc. v. Floyd County*, 244 Ga. 761, 764, 262 S.E.2d 51 (1979).

Davis Feder

From: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Sent: Friday, June 14, 2019 3:47 PM
To: tracey@creativeresultsinc.com
Subject: RE: 1465 Shiloh Road

OI – office institutional which can accommodate the following uses:

- Office condos
- Professional offices
- Health care related businesses
- Childcare (not schools)
- Personal care homes
- Nursing homes
- Memory care facility
- Banks
- Clinics
- Medical and Dental Laboratories
- Religious assembly
- Sports medical physical therapy

PUD- Planned Unit Development- residential- with a SLO overlay (senior living overlay):

- Ranch style homes for 55+ adults
- Three story senior condo (if market can support it)
- Age in place senior campus from dependent to independent homes and services on the same property

PUD-R single family residential- regular homes with modest density range from 2-6 dwelling units per acre(portion of homes can be below market- workforce housing)

From: tracey@creativeresultsinc.com <tracey@creativeresultsinc.com>
Sent: Friday, June 14, 2019 2:28 PM
To: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Subject: 1465 Shiloh Road

Hey Daryl -

As i told you, I got the listing on the property at 1465 Shiloh Road (Butch Nasar's property that was turned down for student housing a couple of years ago). Can you send me a list of the best zoning options for that property? I know he's got it listed as residential now but I need to put together a marketing package for it.

Tracey Viars
Commercial Real Estate Advisor
Singleton Commercial Real Estate
Specializing in Suburban Downtown Development
Owner / Creative Results, Inc.
WRITING.THAT.SPEAKS
Kennesaw City Council / Post 2

Davis Feder

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 12:21 PM
To: Darryl Simmons
Subject: RE: 1465 Shiloh Road

Thank you – I'll make that more clear....

T

From: Darryl Simmons <dsimmons@kennesaw-ga.gov>
Sent: Monday, July 22, 2019 12:19 PM
To: Tracey Viars <tracey@kennesawbroker.com>; Robert Fox <rfox@kennesaw-ga.gov>
Subject: RE: 1465 Shiloh Road

Its zoned residential right now so you might want to emphasize the potential uses and zoning to be pursued according to our future land use map.. The way I read the brochure implies it already has the OI zoning already. It could be the way I read it.

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 12:15 PM
To: Robert Fox <rfox@kennesaw-ga.gov>; Darryl Simmons <dsimmons@kennesaw-ga.gov>
Subject: 1465 Shiloh Road

It's listed & official. Seller motivated. Let me know if you run across anyone who fits!

Tracey Viars
Real Estate Advisor
Singleton Real Estate, LLC
678-467-1326
2765 S Main St #200,
Kennesaw GA 30144
Tracey@KennesawBroker.com
www.KennesawBroker.com

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FOR SALE:

LAND FOR SALE
1465 Shiloh Road, Kennesaw, GA 30144

4.41 +/- Acres / Commercial
$1,699,000

Property Highlights

- Approximately 421' of Frontage on Shiloh Road
- Close to I-75
- Easy access to both Wade Green Road & Chastain Road Exit/Entry Ramps to I-75
- Close to Kennesaw State University
- Minutes from Downtown Kennesaw
- Shopping, Restaurants, Entertainment, Churches & Fire Station Nearby
- In the path between KSU Campus & $268MM East Park Mixed Use Development
- Inside Kennesaw City Limits
- Many allowable uses under O/I, PUD-Residential with Senior Living Overlay & PUD-R Single Family Residential

For more information on this opportunity, contact:

Tracey Viars
Real Estate Advisor
678-467-1326
Tracey@KennesawBroker.com

SINGLETON REAL ESTATE

Singleton Real Estate, LLC
420 Chambers Street
Woodstock, GA 30188
404-419-7700
www.SingletonRealEstate.com

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SINGLETON
REAL ESTATE

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LAND FOR SALE

1465 Shiloh Road
Kennesaw, GA 30144

ZONING: O/I

O/I Allowable Uses:
Office Condos
Professional Offices
Health Care Related Businesses
Childcare (not schools)
Personal Care Homes
Nursing Homes
Memory Care Facilities
Banks
Clinics
Medical/Dental Laboratories
Religious Assembly
Sports Medicine Physical Therapy

PUD – Planned Unit Development – Residential with a SLO (Senior Living Overlay)
Allowable Uses:
Ranch Style Homes for 55+
Three Story Senior Condo
Age in Place Senior Campus from dependent to independent homes & services on the same property

PUD-R – Single Family Residential
Allowable Uses:
Homes with Modest Density Range from 2 – 6 Dwelling units per acre (portion of homes came be below Market – workforce housing)

Davis Feder

From: Tracey Viars <tracey@kennesawbroker.com>
Sent: Monday, July 22, 2019 2:37 PM
To: Darryl Simmons
Subject: Better?
Attachments: 1465 Shiloh presentation package.pdf; 1465 Shiloh Road - Kennesaw - Land Available.pdf

Is this more accurate? Thanks for your feedback.

Tracey Viars
Real Estate Advisor
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SALE: 1465 Shiloh Road, Kennesaw, GA 30144

4.41 +/- Acres
$1,699,000

Property Highlights

- Approximately 421' of Frontage on Shiloh Road
- Close to I-75
- Easy access to both Wade Green Road & Chastain Road Exit/Entry Ramps to I-75
- Close to Kennesaw State University
- Minutes from Downtown Kennesaw
- Shopping, Restaurants, Entertainment, Churches & Fire Station Nearby
- In the path between KSU Campus & $268MM East Park Mixed Use Development
- Inside Kennesaw City Limits
- Rezoning in accordance with Kennesaw's Future Land Use Map would allow possible uses including: O/I, PUD-Residential with Senior Living Overlay & PUD-R Single Family Residential

For more information on this opportunity, contact:

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SINGLETON REAL ESTATE

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LAND FOR SALE
1465 Shiloh Road
Kennesaw, GA 30144

ZONING: RESIDENTIAL

Potential uses with rezoning to be pursued in accordance with Kennesaw's future land use map:

O/I Allowable Uses:
Office Condos
Professional Offices
Health Care Related Businesses
Childcare (not schools)
Personal Care Homes
Nursing Homes
Memory Care Facilities
Banks
Clinics
Medical/Dental Laboratories
Religious Assembly
Sports Medicine Physical Therapy

PUD – Planned Unit Development – Residential with a SLO (Senior Living Overlay)
Allowable Uses:
Ranch Style Homes for 55+
Three Story Senior Condo
Age in Place Senior Campus from dependent to independent homes & services on the same property

PUD-R – Single Family Residential
Allowable Uses:
Homes with Modest Density Range from 2 – 6 Dwelling units per acre (portion of homes came be below Market – workforce housing)

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2018-23, 2018

AN ORDINANCE TO AMEND CHAPTER 9 OF THE UNIFIED DEVELOPMENT CODE IN ORDER TO BRING IT INTO COMPLIANCE WITH GEORGIA STATE LAWS THAT GOVERN LOCAL LAWS RELATING TO NONCONFORMING USES, VARIANCES, APPEALS, ADMINISTRATIVE VARIANCES, AND REPEAL OF CERTAIN PROVISIONS

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

WHEREAS, Chapter 9 of the Unified Development Code ("UDC") provides ordained mechanisms for obtaining relief from the provisions of the UDC, including relief for nonconforming uses, relief through the variance process, relief through the administrative variance process, appeal provisions, and the recognition of vested rights.

WHEREAS, over the course of the last several years, Georgia law has clarified the circumstances under which a municipal government may enact regulations that provide these relief mechanisms and the City wants to amend Chapter 9 to ensure that it is compliant with Georgia law (including but not limited to City of Cumming v. Flowers, 300 Ga. 820 (2017); Southern States-Bartow County, Inc. v. Riverwood Farm Homeowners Association, 300 Ga. 609 (2017));

WHEREAS, as a result of amending Chapter 9, certain definitions in Chapter 1 of the UDC also need to be amended and updated;

WHEREAS the City finds that that the attached ordinance amendments as set forth in Exhibits "A" and "B" protect the health, safety and welfare of the citizens of the City of Kennesaw and that the City incorporates the above "WHEREAS" clauses in such findings so as to for the citizens of the City of Kennesaw so as to support the justification to adopt the amendments to the UDC as set forth in Exhibits "A" and "B";

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

SECTION 1

That the City of Kennesaw hereby amends definitions as set forth in Exhibit "A" in alphabetical order to existing terms currently set forth in Section 1.09.02 of Chapter 1 of the Unified Development Code;

SECTION 2

That the City hereby adopts amendments to Chapter 9 as set forth in Exhibit "B";

SECTION 3

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 4

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Kennesaw.

SO ORDAINED this 15th day of October, 2018.

ATTEST

Debra Taylor, City Clerk

CITY OF KENNESAW

Derek Easterling, Mayor

SEAL

EXHIBIT B

Chapter 9 - VARIATIONS

9.00.00 - GENERALLY

The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this UDC. There are several ways that potential relief from hardship is addressed. Section 9.01.00 addresses relief through requirements regarding nonconforming development. Section 9.02.00 addresses relief through the grant of a variance in a particular situation due to the characteristics of the land to be developed based on the required site design standards. Section 9.03.00 addresses relief through specific exceptions to the conditions of zoning. Section 9.04.00 addresses relief through the grant of an administrative waiver in specific situations. ~~Section 9.05.00 addresses relief through recognition of vested rights regarding use and/or design.~~

9.01.00 - NONCONFORMING ~~LOTS, STRUCTURES, AND~~ USES

A. The lawful use of any building, structure or land existing at the time of the enactment of this UDC may be continued even though such use does not conform with the provisions of this UDC except that the use of a principal nonconforming building, structure or land shall not be:

Changed to another nonconforming use;

Re-established after discontinuance or abandonment for one (1) year. ~~;~~ Discontinuance or abandonment means the failure to devote the property to the permitted nonconforming use evidenced by an overt act or failure to act (or combination of the two) sufficient to support the implication of an intent to relinquish the right to continue the nonconforming use.

Expanded, enlarged or extended, either on the same or adjoining parcel, except in conformity with this ordinance;

Rebuilt, altered, replaced, or repaired after damage exceeding fifty percent (50%) of its replacement cost at the time of destruction as determined by the building official except in conformity with this ordinance. ~~;~~ For those situations where the damage does not exceed fifty (50%) of its replacement value, any such ~~and provided such~~ rebuilding, alteration, replacment or repair shall be ~~is~~ completed within twelve (12) months of such damage;

Altered, except if less than thirty percent (30%) of the floor space of a building or structure is found by the building inspector to be structurally unsafe then a permit may be issued to correct the unsafe condition.

B. At the time of the enactment of this UDC, every owner of a nonconforming building or structure shall have sixty (60) days to indicate in writing to the Zoning Administrator which building or structure or group of buildings or structures will be considered the "principal" nonconforming building or structure defined in Section A above. In the event that more than one (1) building or structure is classified as "principal" under this section, said classification must be justified by the owner and accepted in writing by the Zoning Administrator. In the event that multiple buildings or structures are accepted by the Zoning Administrator as being the "principal" nonconforming building or structure as defined in Section A above, then all percentage figures stated in this section will pertain to the total area of the multiple buildings or structures so accepted.

C. All nonconforming buildings, structures and uses shall be discontinued and made to conform within the time periods set forth below:

1. All nonconforming uses of land where no buildings are involved—Six (6) months from date of adoption of this UDC.

2. All nonconforming uses of land on which are located demountable or portable buildings or structures—twelve (12) months from date of adoption of this ordinance unless approved by the Georgia Department of Community Affairs (DCA).

9.02.00 - VARIANCES

9.02.01 - Generally

A. The Mayor and City Council may authorize upon appeal in specific cases such variance from the terms of this UDC as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in unnecessary hardship.

B. A variance shall be authorized only so that the spirit of this UDC shall be observed, public safety and welfare secured, and substantial justice done.

C. A variance shall not be granted to allow a use of land that is otherwise prohibited in the zoning district applicable to the property. ~~for a use of land or structures that is prohibited by this UDC in the district in question.~~

D. The existence of a nonconforming use on adjacent land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance.

E. The Mayor and City Council shall be responsible for consideration and a decision regarding requests for variances, pursuant to the notice and hearing requirements set forth in Chapter 10.

9.02.02 - Types of Variances

A request for a variance shall be limited to vary the following ~~dimensional standards~~: 1) maximum building height; 2) minimum lot width; 3) required spacing for driveways; 4) minimum front, side, or rear yard setbacks; or 5) dimensional standards for parking or loading spaces.

9.02.03 - Requirements for Variances

~~Zoning v~~Variances may be granted using the following criteria ~~in such individual cases of practical difficulty or unnecessary hardships as follows~~:

A. There is extraordinary and exceptional conditions pertaining to the ~~particular piece of~~ property ~~in question~~ because of its size, shape or topography;

B. The application of the UDC standards ~~this chapter~~ to ~~the~~ ~~this particular piece of~~ property ~~would~~ creates practical difficulty or unnecessary hardship;

C. ~~Such~~ The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the ~~particular piece of~~ property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede ~~impair~~ the purposes and intent of the UDC ~~this chapter~~.

9.02.04 - Requirements for Making Variance Applications

A. An applicant for a variance shall file with the zoning department~~, prior to processing the application,~~ the following:

1. A completed application on forms prescribed by the zoning department;
2. The notarized signature of the applicant and record titleholder upon the application.
3. The application fee.
   a. These fees shall be established from time to time by resolution of the Mayor and City Council.
   b. A copy of the fee schedule shall be maintained in the City Clerk's Office.
4. A current boundary survey and plot plan, to scale, that bears the signature and seal of a registered surveyor, engineer, architect or landscape architect. Such plans shall also include such other information thereon as may be required by the zoning department, including preliminary plans for

Mayor Mathews called for a vote on the implied motion to approve Ordinance No. 2015-04, 2015 to change the zoning district designation City CRC with amended condition for properties located at the intersection of Kennesaw Due West Road and Cobb Parkway to modify existing stipulations and allow for gun, knife or weapon sales and to allow for full service operation for an indoor shooting range with a retail store. Vote taken, approved unanimously, 5-0. Motion carried.

D. Authorization to adopt **ORDINANCE NO. 2015-05, 2015** to amend multiple parts of Appendix A, Chapters 2, 4, 5 and 6 of the Kennesaw Unified Development Code. The purpose of this Ordinance is to address religious assembly standards previously addressed as a Special Exception Use and Land Use application. These new standards would bring the City of Kennesaw into compliance with recommended changes from the Department of Justice. An ordinance amending multiple parts of Appendix A, Chapter 1, Section 1.09.02 - "Definitions," multiple Sections of Appendix A, Chapter 2 - "Zoning Districts," Multiple Sections of Appendix A, Chapter 4 - "Site Design Standards," multiple Sections of Appendix A, Chapter 5 - "Standards for Accessory and Temporary uses," multiple Sections of Appendix A, Chapter 6 - "Infrastructure Improvements," and Appendix A, Chapter 6, Section 6.06.09 "Required Spaces - Table 6.06.09A" of the City of Kennesaw Code of Ordinances. The proposed changes were advertised in the Marietta Daily Journal March 13, 2015 and March 20, 2015. At the Planning Commission meeting held on April 02, 2015, motion was made by Cindi Michael, seconded by Stephen McFerrin to recommend the Mayor and Council consider the following points of concern by the Planning Commission before approving the amendment request including discussion on more language and wording to be incorporated into the ordinance: 1) Clarification of height requirement for religious assembly use as it appears there are none included in the proposed ordinance. Planning Commission feels the need for the height requirement; 2) Sound ordinances as it relates to religious assembly use; and 3) Impact on other business opportunities dealing specifically with business license and alcohol sales. The open-ended blanket approval for the religious assembly use in all districts.

Zoning Administrator Darryl Simmons presented recommended changes to the Unified Development Code (UDC) to address religious assembly standards previously addressed as a Special Exception Use and Land Use application. These new standards would bring the City of Kennesaw into compliance with recommended changes from the Department of Justice. Amendments will be made to multiple parts of Appendix A, Chapter 1, Section 1.09.02 - "Definitions," multiple Sections of Appendix A, Chapter 2 - "Zoning Districts," Multiple Sections of Appendix A, Chapter 4 - "Site Design Standards," multiple Sections of Appendix A, Chapter 5 - "Standards for Accessory and Temporary uses," multiple Sections of Appendix A, Chapter 6 - "Infrastructure Improvements," and Appendix A, Chapter 6, Section 6.06.09 "Required Spaces - Table 6.06.09A" of the City of Kennesaw Code of Ordinances. The Planning Commission questions/recommendations were addressed by staff and the City Attorney. Standards that were of concern are addressed in other areas of the UDC.

Councilmember Sebastian asked for clarification regarding height limitations on houses of worship. Mr. Simmons replied that height restrictions on religious assembly locations is dependent on the zoning of the property.

7:03 PM Floor Open to Public Comments

No comments

7:04 PM Floor Closed to Public Comments

Motion by Councilmember Church to approve Ordinance No. 2015-05, 2015 as submitted, seconded by Councilmember Sebastian. Vote taken, approved unanimously, 5-0. Motion carried.

X. CONSENT AGENDA

A. Approval of the April 1, 2015 Special Call and April 6, 2015 Regular minutes of the Mayor and City Council..

B. Approval of the April 1, 2015 Mayor and City Council Executive Session minutes.

C. Authorize data connectivity Request For Proposals (RFP) bid award to Comcast Business, award contract pending legal review, and direct the Mayor to execute documents. The RFP was created to increase the speed between our remote buildings from 4.5 MB to 1 GB. Four bids were received and Comcast Business provide the recommended solution for the City. This will be a savings of approximately $1,350 per month over our current provider. The Information Technology Committee recommends approval of the bid award contract pending legal review and directs the Mayor to execute documents.

D. Receipt of February and March 2015 Crime Statistics for Police Department.

E. Authorization for approval of a final plat Phase I for subdivision identified as Victoria Crossing. Request submitted by Barnes Mill VDL, LLC for property located on Fox Trot Trail at Moon Station Road. Property identified in Land Lot 101 within the residential zoned PUD-R with a Senior Living Overlay (SLO) district consisting of 9.57+/- acres. The property was zoned to PUD-R with a Senior Living Overlay (SLO) and approved with stipulations by the Mayor and Council on December 16, 2013 under Ordinance 2013-18, 2013. The property was granted preliminary plat approval in April, 2014. Plan Review Committee recommends approval.

Mayor Mathews called for a vote on the implied motion to approve the Consent Agenda, engross. Vote taken, approved unanimously, 5-0. Motion carried.

XI. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief (Councilmember Tim Killingsworth)
BOBBIE DUKE, 911 Communications Director (Councilmember Debra Williams)

No items.

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

****

ZV2020-01 Consideration to approve the requested rezoning to RM-12 and variances: (1) Increase the RM-12 zoning district max, density from 12 units/acre to 19.55 units/acre (86 units total); (2) Reduce the front yard setback along Shiloh Road from 40 ft. to 20 ft; (3) Reduce required parking from 172 spaces (2 spaces/unit) to 152 spaces (1.76 spaces/unit). (Mayor and Council 03-16-2020)

SCHOOL COMMENTS

*School attendance zones are subject to revision at anytime

NAME OF SCHOOL	ENROLLMENT	CAPACITY STATUS	NUMBER OF PORTABLE CLASSROOMS

Additional Comment

****

TRANSPORTATION COMMENTS

Site Visitation: **No____ Yes _____(date_____) Signature_____**

ROADWAY	ROADWAY CLASSSIFICATION	SPEED LIMIT	JURISDICATIONAL CONTROL	MINIMUM RIGHT OF WAY REQUIRMENT
SHILOH ROAD	arterial	35 mph	cobb	100

Comments and Observation:

The road is under Cobb County Jurisdiction moreover, reducing front set back to 20 feet will not recommended. In this issue, it is prefer to get Cobb County's comment.

Recommendations

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

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

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

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.

****

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

ZV2020-01 Consideration to approve the requested variances as noted for the proposed use for Purposed Student Housing construction of 68 units. (Mayor and Council 03-16-2020)

Variances requested:

1. Increase in density from 12 units per acre to 15.55 units per acre
2.Reduce front yard setback from 40 feet to 30 feet

The property was annexed into the City in 2000. There were a number of rezoning requests and approvals to the current zoning of R-30 with the request to RM-12. Past rezoning requests included UVC (Urban Village Commercial); O&I (Office & Intuitional); CRC (Community Retail Commercial).
2017 same applicant requested rezoning of three properties (1465 Shiloh Rd., 4058 & 4068 Ayers Dr.) to proposed student housing that would be located on 6.02 acres and incorporate 125 units. Request for rezoning and associated variances was denied. Traffic implications to the entrance to Pinetree subdivision was cited.

Site Visitation : No____ Yes _____(date_____) Signature_____

STAFF MEMBER RESPONSIBLE: Darryl Simmons

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

PROPOSED NUMBER OF UNITS___68_____OVERALL DENSITY:____15.55____Units/Acre

PRESENT ZONING WOULD ALLOW_____UNITS INCREASE OF:_____Units/Lots

HISTORIC PRESERVATION: Not applicable

CEMETERY PRESERVATION No cemeteries on site

Land Use/development proposal Information:

- Subject property located in Future land Use category for CAC (Community Activity Center)
- The Character are as designated in the adopted comprehensive plan- Cherokee Street Commercial Corridor
- Purpose built student housing does not have an adopted zoning standard
- Similar approved developments within city limits were rezoned to RM-12 with variances and conditions
- Character area for university programming was included in the 2017 comprehensive plan update. University Living was included as a character area for both existing student housing developments- West 22 and UClub @Frey.
- Shiloh Rd contains Industrial, residential and retail uses.
- Proposing 68 units=248 beds an increase in density from 12 units per acre to 15.55 units per acre
- Three story building
- 262 parking spaces provided which allows one space per bedroom plus guest parking
- Building placement will be closer to Shiloh Road to allow adequate parking in rear yard area

ZONING ADMINISTRATOR'S RECOMMENDATIONS/BASIS FOR RECOMMENDATION

The Zoning Administrator recommends approval of the rezoning request to RM-12 with associated variances to reduce front setback and increase density with the following conditions:

1. *Reversionary clause that requires that construction permits and activity be initiated withing 24 months of the date of the rezoning and variance approval. Failure to obtain permits and start construction activity within the 24 month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-30.*
2. *Submission of a traffic impact study that demonstrates either the development will not have a negative impact on existing traffic conditions or that the negative impacts of the development can be mitigated through traffic improvements that will be incorporated as part of the development plan. Traffic counts shall be no more than three years old from date of the study and shall be taken during a time of year when the academic calendar is in session for nearby universities and schools.*
3. *The principal access for the development shall be an arterial or major collector roadway, as identified in the City of Kennesaw Unified Development Code or similar classification document.*
4. *Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors*

APPLICANT: Fountain Residential Partners CASE NO: ZV2020-01/RZ2020-01
PRESENT ZONING: R-30 (4.4+/- acres)

Land Lot 60 Tax Parcel 31
1465 Shiloh Road

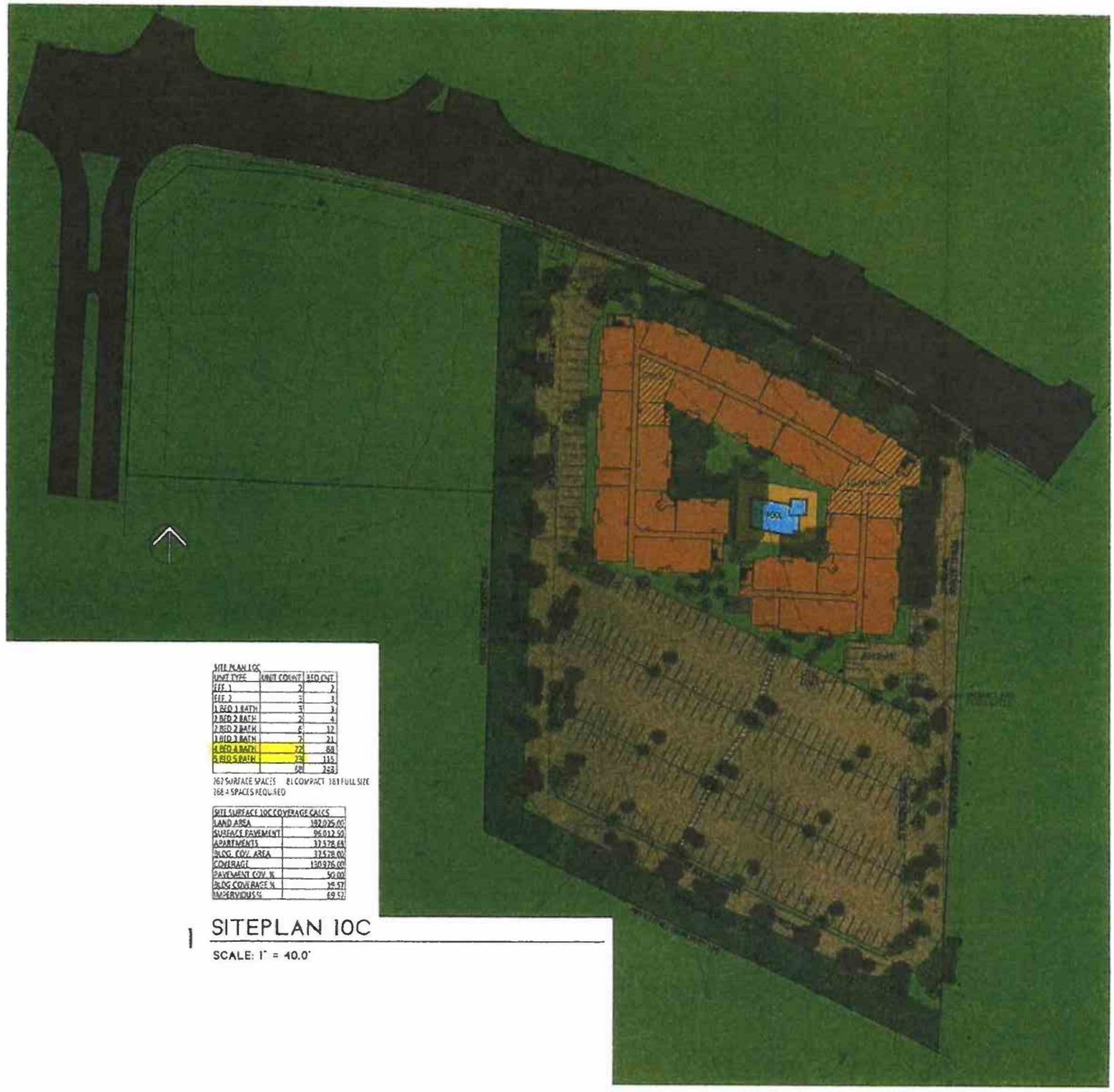
5 Security requirements:

a. The property management company shall submit a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED). The security plan shall be submitted to the City of Kennesaw Police Department for review and safe-keeping and shall be updated annually at the beginning of each calendar year, no later than January 31. Any such security plan shall require that on-site management shall be required 24 hours per day, seven days per week.
b. All access points on the property shall be secured with gated entry and shall be self-closing;
c. The development shall be enclosed with a minimum six-foot high privacy fence along the entire property line.
d. The property shall be equipped with a security camera system that shall be monitored by the property management company on-site. Any such system shall record and store video images located throughout the common areas, including the parking areas, and signs shall be posted throughout the development notifying residents and visitors of the security camera system;
e. All common area doors and access gates shall be secured with electronic locks;
f. All apartment units shall be equipped with a door that features a 180-degree peep hole;
g. For every 200 parking spaces, the development shall feature at least one Emergency Blue Light Phone that is connected to the Cobb County Public Safety's 24-hour communications center and identify the phone location if the caller is unable to talk.
h. Lighting: In order to ensure adequate illumination of the development and promote safety and security, the Parking Lot Design Guide standards set forth for Basic Enhanced Security, Security, and High Security as set forth in the Illuminating Engineering Society Lighting Handbook (IESNA), latest edition, as amended, is adopted as the standard for the installation and operating of lighting in parking lots.

6 All façade materials to be installed similar to the elevations provided by the applicant and be in compliance with the City of Kennesaw architectural Standards

7 Maximum height of building will be 35 feet as defined in our zoning ordinance chapter one that defines how building height is measured.

8. Maximum number of units allowed will be 68 units with a maximum of 248 beds



SITE PLAN 10C

UNIT TYPE	UNIT COUNT	BED CNT
EFF. 1	2	2
EFF. 2	3	3
1 BED 1 BATH	3	3
2 BED 2 BATH	2	4
2 BED 2 BATH	6	12
3 BED 3 BATH	7	21
4 BED 4 BATH	22	88
5 BED 5 BATH	23	115
	58	253

267 SURFACE SPACES 81 COMPACT 181 FULL SIZE
268.4 SPACES REQUIRED

SITE SURFACE 10C COVERAGE CALCS	
LAND AREA	192,075.00
SURFACE PAVEMENT	96,012.50
APARTMENTS	33,578.68
BLDG. COV. AREA	33,578.00
COVERAGE	130,976.00
PAVEMENT COV. %	50.00
BLDG COVERAGE %	18.57
IMPERVIOUS %	68.57

1 SITEPLAN 10C

SCALE: 1" = 40.0'

1.05.00 - RELATIONSHIP TO THE COMPREHENSIVE PLAN

The City of Kennesaw Comprehensive Plan is the official development policy and implementation guide for the City to coordinate and direct physical and economic development, related public investment, and, to provide reasonable regulations for the development of private property in the interest of public health, safety, and welfare. This UDC is designed to implement all provisions of that Plan for the development and use of land.

2.01.03 - Residential Zoning Districts

The following residential zoning districts are established:

A. *R-30, Single-Family residential district (30,000 square feet).* The R-30 single-family residential district is established to provide locations for single-family detached dwellings or residentially compatible institutional and recreational uses at low to moderate densities, with access both to public water and sewerage.

B. *R-20 Single-Family residential district (20,000 square feet).* The R-20 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

C. *R-15, Single-Family residential district (15,000 square feet).* The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

D. *R-12, Single-Family residential district (12,000 square feet).* The R-12 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, with access to both public water and sewerage.

E. *R-10, Single-Family residential district (10,000 square feet).* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities, with access to both public water and sewerage within designated medium density areas on the comprehensive land use plan and future land use map.

F. *PUD-R, Planned Unit Development-residential district.* The PUD-R planned unit development-residential district is established to encourage and provide flexible site plan and building arrangements under a unified plan of development rather than by lot-by-lot regulation. The PUD-R district is not intended to encourage greater density of development, but rather to encourage ingenuity and resourcefulness in land planning to assure the provision of park and recreation land and facilities for the use of the occupants of the development in order to obtain a more desirable environment. The density should be consistent with the surrounding development.

G. *RA-4, Residential District (Four [4] units per acre).* The RA-4 residential district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to bath public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time. The dwelling units are to be designed for placement on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a common party wall.

H. *RM-8, Multiple-Family district (Eight [8] units per acre).* The RM-8 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewer.

I. *RM-12, Multiple-Family district (Twelve [12] units per acre).* The RM-12 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

1.09.00 - ACRONYMS AND DEFINITIONS

Except as specifically defined herein, all words used in this ordinance have their customary dictionary definitions. Unless otherwise expressly stated, the following words shall have the meaning herein indicated. The following terms are defined for purposes of this UDC.

1.09.01 - Acronyms

"A"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
"AD"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AE"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AH"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
"AO"	A High Risk classification for a flood zone as defined by the Flood Insurance Rate Map (FIRM)
ARC	Atlanta Regional Commission
BCCMP	Bituminous-Coated Corrugated Metal Pipe
BMP	Best Management Practice
BOD	Biological Oxygen Demand
CADD	Computer Aided Design and Drafting
CBD	Central Business District
CCMWA	Cobb County Marietta Water Authority
CCWS	Cobb County Water System
CFR	Code of Federal Regulations
CLG	Certified Local Government

upon the display of specified sexual activities or specified anatomical areas are regularly shown to more than five persons for any form of consideration.

Adult movie house means any movie theater which on a regular, continuing basis shows films rated "X" by the Motion Picture Coding Association of America or any movie theater which presents for public viewing on a regular, continuing basis so-called "adult films" depicting sexual conduct.

Agricultural Produce Stand: A structure not greater than 1,000 square feet for the purpose of seasonal sales of products grown or produced on the premises on which it is located.

Alignment: The arrangement of objects along a straight line.

Alley or Service Drive: A public or private way permanently reserved as a secondary means of access to abutting property and which may be used for public utility purposes. Frontage on said alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

Altered or *Alteration of Building:* Any change in the supporting members of a building (such as bearing walls, columns, girders) except changes as may be required for its safety; any addition to a building; any change in use from that one district classification to another; or of a building from one location to another; any act or process that changes the exterior architectural appearance of a building.

Alternative Tower Structure: Structures utilized for antenna-mounting purposes that include, but are not limited to, simulated trees, clock towers, steeples, silos, light poles, electric transmission towers and other such structures that are compatible with the natural setting and surrounding structures, and effectively camouflage or conceal the presence of antennas or towers.

Ancillary Retail Sales (industrial districts): Retail sale of goods and services which is secondary in nature to the primary industrial use of the property in so much that the goods for sale have been produced on-site or are in storage at the site for planned distribution to other areas. The ancillary retail sale of goods shall only be conducted as part of the permitted industrial use and shall not be a freestanding business.

Animal Shows: Exhibitions of domestic or large animals for a maximum of seven days.

Animated Illumination or Effects: Illumination or effects with action, motion, moving characters or flashing lights. This may require electrical energy, but shall also include wind actuated devices. Specifically included is any motion picture or video mechanism used in conjunction with any outdoor advertising structure in such a manner as to permit or allow the images to be visible from any public right-of-way. This definition does not include signs which indicate only time and/or temperature, provided that such time and/or temperature signs do not change or alternate messages more than 12 times a minute or electronic message signs as permitted within.

Antenna: Any exterior transmitting or receiving devices mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio, wireless, telecommunications signals or other communications signals. Such definition does not include, for purposes of this ordinance, radar antennas, amateur radio antennas, satellite earth stations, television receiving antennas and direct broadcast satellite dishes.

Antenna, Array: Any two or more antennas that operate as components of a complete antenna suite for a single wireless communication facility.

Antenna, Concealed: Any antenna designed and erected on or in a building or alternative structure in such a way that it blends in with the existing façade and/or is located such that it is not readily visible to a person at adjacent street level.

Apartment: A room or suite of two or more rooms occupied or suitable for occupancy as a dwelling unit for one family in a multiple dwelling or any other building not a single-family dwelling or two-family dwellings.

Apartment Building: A building designed for or occupied exclusively by three or more families with separate housekeeping facilities for each family.

b. Any artificial barrier constructed by the United States Soil Conservation Service, or any other department or agency of the United States Government when such department or agency has designed or approved plans, has supervised construction, maintained the program of inspection, provided however, that this exception shall cease when the supervising federal agency relinquishes authority for the operation or maintenance of such artificial barrier;

c. Any artificial barrier licensed by the Federal Energy Regulatory Commission or for which a license application is pending with the Federal Energy Regulation Commission; or

d. Any artificial barrier classified by the state soil and water conservation committee as a dam where improper operation or dam failure would not be expected to result in loss of human life.

Dam Break Flood Zone: The area within the flood contour elevations subject to flooding as designated by the city engineer based upon information obtained from the U.S. Corp of Engineers or other federal, state, or county agencies, or local hydraulic studies undertaken as a result of any seepage or failure of any dam.

Day Care Center: Any place operated by a person, society, agency, corporation, institution or group, and licensed or registered by the State of Georgia and licensed by the City of Kennesaw as a group day care home or day care center, wherein are received for pay for group supervision and care, for fewer than 24 hours per day, six or more children under 18 years of age.

Dead storage: Storage of goods partly not in use and not associated with any principal commercial or manufactory use.

Dead-end street. A street having only one end open for access to another street, the other end being abruptly terminated with no turnaround.

Deck: A roofless accessory attached or detached platform without exterior walls, generally constructed of wood, which adjoins a residence. Rails or safety features shall not be deemed to be exterior walls.

Demolition: Any act or process that destroys a structure in part or in whole.

Density:

1. The overall intensity of land use for the total project.

2. Residential density is the number of housing units permitted per acre in the zoning district involved in accordance with the terms of the zoning ordinance or as authorized under conditional zoning by the Mayor and City Council. The maximum residential density per developable acre authorized for R-30, R-20, R-15, R-12, R-10, PUD-R, RA-4, RM-8, RM-12, and FST zoning districts are set forth in Chapter Four of the Unified Development Code. These maximums could be lowered by conditional zoning by the Mayor and City Council. A developable acre shall not include any part or parts of rivers, streams, floodplains and natural lakes which are not the result of manmade dams. The maximum allowable dwelling units per acre shall in no event exceed any of the following:

   a. The maximum set forth in article VIII of this appendix for such zoning district;

   b. The maximum dwelling units per acre which can be constructed without violating any other restrictions, limitations, and/or requirements of such zoning district or the maximum authorized under conditional zoning by the Mayor and City Council.

Density Factor: A unit of measure to prescribe the calculated basal area required for replacement or as existing tree coverage on a site.

Dentil: A small rectangular block used in a series below the cornice.

Department (as pertaining to environmental protection): The Georgia Department of Natural Resources.

Drainage Structure: A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm-water management, drainage control, or flood control purposes.

Drip Line: An imaginary vertical line that extends from the outermost branches of a tree's canopy to the ground.

Drive-in Establishment: An establishment which is designed to provide, either wholly or in part, service to customers while in their automobiles parked upon the premises.

Dwelling: A building designed, arranged or used for permanent living and/or sleeping quarters (excludes mobile home).

Dwelling, Multifamily: A building designed for or occupied exclusively by three or more families with separate housekeeping facilities for each family.

Dwelling, Single-Family: A building designed or arranged to be occupied by one family only.

Dwelling, Two-Family (duplex): A building designed or arranged to be occupied by two families living independently of each other.

Dwelling Unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Easement: A grant by the property owner for the use by the public, a corporation, or persons of a strip of land for specific purposes.

Eating and drinking establishment: Retail establishments selling food and drink for consumption on the premises, including lunch counters and refreshment stands selling prepared foods and drinks for immediate on-site consumption.

Eave: The underside of a sloping roof projecting beyond the wall of a building.

Economically and Technically Feasible and Viable: Refers to the capability of being provided:

1. Through technology which has been demonstrated in actual applications (not simply through tests or experiments) to operate in a workable manner; and
2. In a manner which has a reasonable likelihood of generating a reasonable profit or other financial benefits, when measured over the term of the lease.

Electronic Display: Shall mean a message displayed through the use of LED, LCD, plasma, or other similar type of panels or screens.

Electronic Sign: A sign in which the message may be changed means a sign whose message may be changed at intervals by computer controller, microprocessor controller or by remote control, and whose message is displayed through the use of LED, LCD, plasma or other similar type of panels or screens, including devices known as commercial electronic message signs or similar devices.

Element: An individual defining feature of a building, structure, site or district.

Elevated Building: A non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Elevation: A mechanically accurate, "head-on" drawing of a face of a building or object, without any allowance for the effect of the laws of perspective. Any measurement on an elevation will be in a fixed proportion, or scale, to the corresponding measurement on the real building.

Encounter Center or Rap Establishment: Any business, agency or person who, for any form of consideration of gratuity, provides a place where two or more persons may congregate, assemble or associate for the primary purpose of engaging in, describing or discussing specified sexual activities, or exposing specified anatomical areas.

Extreme Flood Protection: Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Façade: That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

False Front: A front wall which extends beyond the sidewalls of a building to create a more imposing façade.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Fanlight: A window, often semi-circular, over a door, with radiating muntins suggestive of a fan.

Farm Winery: A domestic manufacturer of wine in quantities of less than 100,000 gallons of wine per year, that is licensed by the state pursuant to O.C.G.A. 3-6-21.1, or as may be amended from time to time. Provided a license is issued as required by this chapter, a farm winery is authorized to sell wine by the package, by the drink and operate a wine tasting facility on the premises of the farm winery without additional license requirements, except as is required in the city zoning ordinance.

Fast food restaurant: An establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars, on the premises, or off the premises.

Fee Simple: The owner is entitled to the entire property with unconditional power of disposition during his life and which descends to his heirs and legal representatives upon his death intestate.

Fenestration: The arrangement and design of windows in a building.

Fill (as pertaining to earthwork): A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Final Plat: A finished drawing or drawings of the subdivision showing completely and accurately all legal and engineering information and certification necessary for recording. The finished drawing or drawings may consist of one or more drawings of the subdivision which together form the final plat, all of which must comply with the requirements of this chapter.

Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Flag: A piece of fabric or other flexible material solely containing distinctive colors, patterns, standards, words or emblems used as the symbol of an organization or entity.

Flashing (as pertains to lighting): Illumination which is not kept constant in intensity at all times when in use and which exhibits sudden or marked changes in lighting effects. The term "flashing" excludes illuminated signs which indicate only time and/or temperature, provided that such time/temperature signs do not change or alternate messages more than 12 times a minute.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Flood or *Flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Sexually oriented business means an adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, an explicit media outlet, or a sexual device shop.

Shelter (homeless): Charitable, nonprofit, short-term housing and/or room and board accommodations for poor, transient, or needy individuals which must meet the following minimum criteria:

1. Adequate showers and restroom facilities must be provided at the location to meet the needs of the overnight guests;
2. Beds must be provided for all overnight guests excluding staff and volunteer workers;
3. No shelter shall be located closer than 1,000 feet to the nearest single-family residence;
4. Guests of the shelter shall be required to leave the shelter premises no later than 7:00 a.m.;
5. All premises shall be maintained in a clean, safe, and sanitary fashion;
6. Adequate provisions for transporting and parking guests shall be submitted to and approved by the zoning administrator or his/her designee.

Shopping Center: A group of commercial establishments, planned, developed, owned and managed as a unit, with off-street parking provided on the property and related in its location, size and type of shops to the trade area which the unit serves.

Side Lights: A vertical line of small glass panes flanking a doorway.

Sign: Any name, identification, description, display, illustration, banner, string of lights or device which is affixed to or represented directly or indirectly upon a building, structure, vehicle or land in view of the general public and which directs attention to a product, place, activity, person, institution or business.

Sign, Business: Any notice or advertisement, pictorial or otherwise which directs attention to goods, commodities, products, services or entertainment sold or offered upon the premises where such sign is located.

Significant: Possessing importance to a particular building, structure, site or district; essential to maintaining the full integrity of a particular building, structure, site or district.

Silviculture: A branch of forestry which deals with the establishment, development, care and reproduction of stands of timber.

Single Housekeeping unit: Means that the occupants of a dwelling unit have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, lease agreement or ownership of the property, expenses and responsibilities; membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit.

Site: A plot of land intended or suitable for development; also the ground or area on which a building has been built.

Slope: A degree of deviation of surface from the horizontal usually expressed in percent or degree.

Soffit: The underside of a structural part, as of a beam, arch, etc.

Soffit Sign means a sign which hangs or is suspended beneath the cover of a walkway or beneath a support extending from a building.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Soil and Water Conservation District Approved Plan: An erosion and sedimentation control plan approved in writing by the Cobb Soil and Water Conservation District.

Special Exception Use: A use that, owing to some special characteristics attendant to its operation or installation, is permitted in a district subject to approval of the Mayor and City Council, and subject to special requirements, different from those usual requirements for the district in which the special exception use may be located.

GDCR ATTORNEYS AT LAW

Richard W. Calhoun
E-mail rcalhoun@gdcrlaw.com

May 28, 2020

VIA CERTIFIED MAIL#7011 2970 0003 2235 3418
City of Kennesaw Mayor and Council
2529 J.O. Stephens Avenue
Kennesaw, Georgia 30144

RE: Ordinance to amend Kennesaw's Code of Ordinance Appendix A "Unified Development Code" Chapter 1, "General Provisions," Section 1.09.02 Definitions, adding a new section under Chapter 4 Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing)

Dear Mayor and Council,

Our firm represents 75 Wade Green Business Center Association, Inc. regarding the above proposed Code amendments. Our client, and many other neighboring property owners, are opposed to these amendments for the following reasons:

1. Consideration of the above code amendments appears to have recently been rescheduled for a "final public hearing" on June 1, 2020 at 6:30 p.m. This is premature and improper for the following reasons:

a. There has been no 15 – 45 day published notice of said hearing, as required by O.C.G.A. § 36-66-4(a); and

b. A "final public hearing" on an amendment to the City's zoning ordinance is a "land use or zoning matter" which, by mayoral executive orders of March 25, 2020 and May 6, 2020, has been stayed pending official termination of the current declared state of emergency.

2. Various members of the 75 Wade Green Business Center Association, Inc., residents of the Pine Tree Country Club, and numerous other Kennesaw residents have signed the attached Petition opposing both the proposed PBSH Zoning Ordinance, as well as the pending rezoning application for 1465 Shiloh Road.

3. Council member Viars' status as listing agent for *Beaucorp Properties, LLC,* which is an intended beneficiary of these proposed amendments, raises a factual issue of whether that conduct has tainted the adoption of these amendments. Such conduct renders the proposed amendments subject to invalidation. Dunaway v. City of Marietta, 251 Ga. 727 (1983)

4. The proposed PBSH ordinance, alone (and particularly in tandem with pending rezoning application for property located at 1465 Shiloh Road) amounts to spot zoning for the benefit of particular properties, to the detriment of surrounding landowners.

5. The adoption of these proposed amendments will effect a taking and damaging of our clients' (and surrounding property owners') properties without compensation, and a denial of equal protection in violation of Article 1 § 1 ¶ 1 and 2, and Article 1 § 3, ¶ 1 of the Georgia Constitution, and corresponding provisions of the U.S. Constitution.

6. Kennesaw's proposed PBSH ordinance has no customary protections found in similar ordinances, (such as the requirement of a special land use permit) and intentionally exempts itself from the definition of "family." The existing ordinance defines "family" as "one or more related persons by blood, legal adoption or marriage or ***not more than three (3) persons not related...***" Any student housing *unit* with more than three bedrooms is designed to exceed this limit. This is an intentional evasion of a community and ordinance standard applicable to *every other* residential zoning category, arguably a violation of equal protection rights.

7. U Club and 22 West are constant problems for Kennesaw's Police Department. Creating a new zoning classification, free from reasonable density restrictions, will result in additional police calls and further drain Kennesaw's resources.

For example, between January 1, 2017 and March 27, 2020, Kennesaw's Police Department responded to 650 incidents at U Club and 699 incidents at 22 West. The incidents responded to included noise complaints, illegal parking, rape, vandalism, robbery, theft and illegal drugs, among many other types of incidents. See attached summaries of police calls.

If Kennesaw were to adopt this ordinance, then every adjacent or adjoining owner of any future PBSH development will suffer a significant detriment, damage or injury, and would, therefore, be deprived of the reasonable use and enjoyment of their property. This ordinance has no reasonable relationship to the public health, safety or welfare of Kennesaw's residents, and would deprive adjacent and adjoining owners of their due process and equal protection rights afforded to them under Georgia's (and the United States') Constitution.

For the foregoing reasons, and those stated in opposition to the 1465 Shiloh Road development, we respectfully submit that the Mayor and Council should reject this questionable and hastily conceived spot zoning ordinance.

Sincerely,
GREGORY, DOYLE, CALHOUN & ROGERS, LLC

Richard W. Calhoun, Esq.
For the Firm

CC: Derek Easterling, Mayor
James "Doc" Eaton, Council Post 1
Tracey Viars, Council Post 2
Pat Ferris, Council Post 3
Chris Henderson, Council Post 4
David Blinkhorn, Council Post 5
Darryl Simmons, Planning and Zoning Administrator
Doug Dillard, Esq.
75 Wade Green Business Association, Inc.

PETITION

254 have signed. Let's get to 500!

Kennesaw Neighbors of KSU started this petition to Kennesaw City Council and 6 others

We need to stop the out of control growth of High Density Housing in areas that it will harm existing residents safety, quality of life and home values.

PETITION TO THE MAYOR AND COUNCIL OF KENNESAW

For the following reasons, the undersigned residents ask that you vote "NO" on the proposed "Purpose Built Student Housing" zoning ordinance, and the related rezoning application by Fountain

Residential Partners for 1465 Shiloh Road.

1. Under the current Covid-19 circumstances, which may extend for an indefinite time, a proposal to create a special zoning classification for a student housing development on the perimeter of an established single-family subdivision such as Pinetree Country Club is simply a bad idea.

2 As shown by Kennesaw's own police department records, Kennesaw's two existing student housing projects, U Club and West 22, are extraordinary drains on the city's resources, each having accounted for an average of over 200 police calls every year for the last 3 years, for noise complaints, drunkenness, assaults, illegal drugs, thefts, robberies, burglaries, discharging firearms, rapes, and suicide attempts, and other incidents.

The wisdom of creating an additional venue for such irresponsible behavior, in these precarious times, and at the entrance to a stable single-family subdivision, is questionable.

3. Kennesaw's proposed "purpose built student housing" ("PBSH") ordinance fails to include even the most basic community protections found in Cobb County's PBSH ordinance, which Kennesaw's was purportedly modeled after:

(a) Kennesaw's proposed ordinance does not merely create a new permitted use, it creates an entirely new zoning district.

(b) Worse yet, under Kennesaw's proposed ordinance, no special land use permit is required, unlike Cobb County's PBSH ordinance.

(c) Under Cobb County's PBSH ordinance, a PBSH project can only be located in a regional activity center in a Regional Activity Center such as the Cumberland/Galleria or Town Center Mall areas.

(d) Under Kennesaw's proposed ordinance, a PBSH project can spring up in any of several land use categories, and answers to such questions as:

"whether or not there will be a significant adverse effect on the neighborhood";

"whether or not the use is compatible with the neighborhood";

"whether or not the quiet enjoyment of the surrounding property will be adversely affected"; and

"whether or not the property values of surrounding property will be adversely affected"

are not required as they are under Cobb County's Special Land Use Permit procedure.

4. Density under Kennesaw's proposed ordinance is also figured differently than it is in Cobb County. Under Kennesaw's density calculations, the project proposed for 1465 Shiloh Road would be the equivalent of 27 dwelling units per acre if calculated the same way density is calculated under Cobb County's ordinance.

5. Kennesaw and its neighbors have absorbed enough of KSU's housing issues and collateral damage to its communities. This proposed new zoning category and its related rezoning application for 1465 Shiloh Road are a terrible idea and should be voted down entirely.

Start a petition of your own

Start a petition of your own

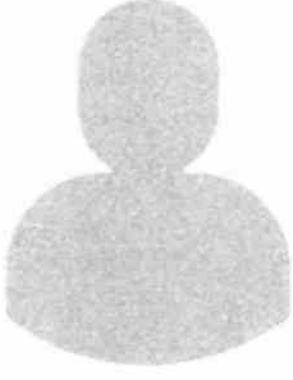
This petition starter stood up and took action. Will you do the same?

Start a petition

Updates

1 week ago
250 supporters
1 month ago
Kennesaw Neighbors of KSU started this petition

Reasons for signing



Susan Munoz·1 month ago

I live on Frey Lake Rd and cannot let my children play in the front yard out of fear for the careless driving for which the KSU Students are almost solely responsible. Our neighbor's mailbox was hit by a car one afternoon when the kids and I were outside. I watched as the car headed directly for the mailbox only to try to avoid it at the last second knocking... Read more

1·

Report

Brad Durham·1 month ago

I live on Frey Lake Road and do not want additional student housing built. Our Pinetree Neighborhood streets has turned into a quick cut for traffic from units on Cherokee and we have seen speeders, illegal

David Munoz
3 weeks ago
As my wife mentioned below, Frey Lake RD has frequent speeders with little regard for the rules of the road. This past August my kindergarten son and I were on his practice bus ride before school began. When we returned to our stop his bus driver stopped the bus and extended the flashing… Read more

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Shari Brewer
4 weeks ago
I am a home owner in this area and chose this location because of its quaint "Southern small town" feel. We have enough student housing projects that continue to congest our area and the noise level has also increased. Kennesaw continues to lose its appeal as these type of housing projects… Read more

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Heather Corry
4 weeks ago
I live in Pinetree Country Club with 3 small children and do not like the KSU cut thru traffic.

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Bob Zeman
4 weeks ago
High Density Housing is NOT a good idea for Kennesaw.

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Anthony Taliercio
4 weeks ago
There is already too much traffic on our back streets. We don't have sidewalks. It's very dangerous to walk on the road due to the traffic. This will lead to an increase of traffic!

-
- 0

Share
Tweet
Report

Thanks for adding your voice.

Andrea Lyter
4 weeks ago
I moved to Kennesaw in 1997 and the expansion in my area in the last year is alarming! The small charm town is being over come by development where ever there is space. There is enough housing for KSU students and for other. We don't need or want anymore! Please stop destroying this beautiful town!

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- 0

Share
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Report

Thanks for adding your voice.

Susan Munoz
4 weeks ago
I live on Frey Lake Rd and cannot let my children play in the front yard out of fear for the careless driving for which the KSU Students are almost solely responsible. Our neighbor's mailbox was hit by a car one afternoon when the kids and I were outside. I watched as the car headed directly… Read more

-
- 1

Share
Tweet
Report

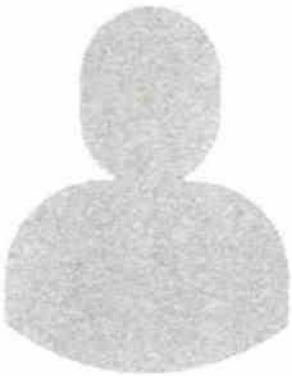
Thanks for adding your voice.

Brad Durham
4 weeks ago
I live on Frey Lake Road and do not want additional student housing built. Our Pinetree Neighborhood streets has turned into a quick cut for traffic from units on Cherokee and we have seen speeders, illegal parking and running stop signs.

-
- 1

Share
Tweet
Report

Thanks for adding your voice.



Shanna Trahan
4 weeks ago
This development is unsafe for me, my neighbors and the students.

-
- 0

Share
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Report

COMPANY

About

Impact

Signatures

Name	Location	Date
KC Hamill	US	2020-05-01
Lonnie Roberts	kennesaw, GA	2020-05-01
Shanna Trahan	Kennesaw, GA	2020-05-01
Helen Haugen	Kennesaw, GA	2020-05-01
Linda Morris	Kennesaw, GA	2020-05-01
Dianne Hunter	Atlanta, GA	2020-05-01
Joe PEARCY	Kennesaw, GA	2020-05-01
Cecile Richmond	Kennesaw, GA	2020-05-01
Brad Durham	Kennesaw, GA	2020-05-01
Rita Flynn	Kennesaw, GA	2020-05-01
Barry Miller	Acworth, GA	2020-05-01
Roger DePuy	Kennesaw, GA	2020-05-01
William Hicks	Kennesaw, GA	2020-05-01
Jessica Jones	Kennesaw, GA	2020-05-01
Ronald Richmond	Kennesaw, GA	2020-05-01
Karyn Stockwell	Kennesaw, GA	2020-05-01
Doug Waite	Marietta, GA	2020-05-01
Ricardo Zampatti	Acworth, GA	2020-05-01
KENNETH CHAMPION	Kennesaw, GA	2020-05-01
Ann Stiber	Marietta, GA	2020-05-01

Name	Location	Date
Sue Witzke	Acworth, GA	2020-05-01
William Heath	Kennesaw, GA	2020-05-01
Dennis McKeon	Kennesaw, GA	2020-05-01
Arthur Ward	Kennesaw, GA	2020-05-01
Sharitza Munoz	Kennesaw, GA	2020-05-01
John Isenhour	Kennesaw, GA	2020-05-01
Norman Conway	Kennesaw, GA	2020-05-01
Nevaeh Myers	US	2020-05-01
Craig O'Brien	US	2020-05-01
Justin Boggs	Kennesaw, GA	2020-05-01
yolanda matthews	phoenix, US	2020-05-01
Leximar Fernandez	San Juan, US	2020-05-01
Jane McHugh	Cleveland, US	2020-05-01
Aundrea Mozzone	Cornelius, US	2020-05-01
Andrea Rolando	La Salle, US	2020-05-01
Sheri Hann	Hidden Valley Lake, US	2020-05-01
Marnie Palang	Cedar City, US	2020-05-01
Yvette Scott	Chicago, US	2020-05-01
Brian Martin	Vail, US	2020-05-01
Srinivas Chavala	Maryville, US	2020-05-01
maya jameson	Stuttgart, US	2020-05-01
Skye Decker	Oshkosh, US	2020-05-01

Name	Location	Date
Darren Garcia	Los Angeles, US	2020-05-01
Martell Nelson	Toledo, US	2020-05-01
Karen Gonzales	Northridge, US	2020-05-01
Chenhao Li	Philadelphia, US	2020-05-01
Linda Serda	Fremont, US	2020-05-01
dawn Oleary	Saint Paul, US	2020-05-01
Roy Carver	Tshwane, US	2020-05-01
Justin Herrera	Los Gatos, US	2020-05-01
Jaden Smith	Albany, US	2020-05-01
Shari Sparrow	Quincy, US	2020-05-01
Brianna Olivas	Santa Fe, US	2020-05-01
Dina Lacugna	Fairfield, US	2020-05-01
Makeda Laurent	Brooklyn, US	2020-05-01
Phoebe Chase	Saratoga, US	2020-05-01
Hi Bai	Doha, US	2020-05-01
Symphony Robinson	Sylmar, US	2020-05-01
radia mechlih	Ypsilanti, US	2020-05-01
Jayla Graham	Orlando, US	2020-05-01
Riley Roy	Coventry, US	2020-05-01
Megan Hulsy	Torrance, US	2020-05-01
Fhsorb Ndjaoen	Arlington Heights, US	2020-05-01
Alanna Battle	Columbus, US	2020-05-01

Name	Location	Date
Emily Banana	Hi, US	2020-05-01
Jemel Hubbard	Washington, US	2020-05-01
Spencer Rich	Burbank, US	2020-05-01
Ron Sonesen	Ocala, US	2020-05-01
sammi a	sammi city, US	2020-05-01
john vacalopoulos	Orlando, US	2020-05-01
Christian Sanchez	Santa Fe, US	2020-05-01
Jessica Hernandez	Bronx, US	2020-05-01
Brenden Cabreja	Bronx, US	2020-05-01
Desiree Rieger	Mount Vernon, US	2020-05-01
Angelique Miles	Saint Paul, US	2020-05-01
MaKayla Chico	Overton, US	2020-05-01
Giratt Molina	Fleming Island, FL	2020-05-01
katie lunds	kenosha, US	2020-05-01
Annmarie Howell	Jacksonville, US	2020-05-01
Ian Mentzer	US	2020-05-01
Ana Aran	Tomball, US	2020-05-01
Dianne McPherson	Kennesaw, GA	2020-05-01
Laurie Bottino	Kennesaw, GA	2020-05-01
Tim Brown	Kennesaw, GA	2020-05-01
Ronda Porta	Kennesaw, GA	2020-05-01
Susan Munoz	Kennesaw, GA	2020-05-01

Name	Location	Date
Michael Tyrell	Acworth, GA	2020-05-01
Andrea Lyter	atlanta, GA	2020-05-01
Ryan Lee	Kennesaw, GA	2020-05-01
Nancy Hightower	Kennesaw, GA	2020-05-01
Suzanne Napolitano	Smithtown, NY	2020-05-01
Britt K Pearce	Kennesaw, GA	2020-05-01
Lorraine Tyrell	Marietta, GA	2020-05-01
James Musgrave	Kennesaw, GA	2020-05-01
Margaret Franklin	Kennesaw, GA	2020-05-01
Jean Myers	Kennesaw, GA	2020-05-01
Ostin Tan	Kennesaw, GA	2020-05-01
Jay and Julia Lauer	Kennesaw, GA	2020-05-01
James chang	Kennesaw, GA	2020-05-01
Shuwha Chang	Kennesaw, GA	2020-05-01
Anthony Taliercio	Smyrna, GA	2020-05-01
Claire Abdelshahid	Toronto, Canada	2020-05-01
Jo Ann Durham	Kennesaw, GA	2020-05-01
John Deveikis	Acworth, GA	2020-05-01
John Franks	Marietta, GA	2020-05-01
Phyllis Jones	Kennesaw, GA	2020-05-02
Patricia Campbell	Kennesaw, GA	2020-05-02
Marie Easley	Kennesaw, GA	2020-05-02

Name	Location	Date
Sherran Reeves	Kennesaw, GA	2020-05-02
Patricia Stamps	Kennesaw, GA	2020-05-02
Adam Kaluba	Burleson, TX	2020-05-02
Richard Easley	Kennesaw, GA	2020-05-02
Tim Pinder	Honolulu, HI	2020-05-02
Brenda Choi	Las Vegas, NV	2020-05-02
Shirley Stockton	Kennesaw, GA	2020-05-02

WEST 22

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U-CLUB

POLICE CALLS

uClub
3995 Frey Rd

Record List - Total:650

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
2003-0935	WELFARE CHECK	B	KENN	03:16:13 03/30/20	ACT	
2003-0640	THREATS	B	KENN	16:43:34 03/18/20	ACT	
2003-0623	CONTACT PERSON	B	KENN	02:43:21 03/18/20	ACT	
2003-0599	STOLEN VEHICLE	B	KENN	10:04:11 03/17/20	ACT	
2003-0597	DOMESTIC DISPUT	B	KENN	09:25:09 03/17/20	CLO	
2003-0428	VANDALISM/DAMAG	B	KENN	11:45:10 03/12/20	ACT	
2003-0374	AUTO ACCIDENT		KENN	22:34:32 03/10/20	CLO	
2003-0225	AUTO ACCIDENT	B	KENN	18:55:33 03/06/20	CLO	
2003-0134	CONTACT PERSON	B	KENN	13:22:19 03/04/20	ACT	
2002-0949	THEFT	B	KENN	13:31:02 02/27/20	CLO	
2002-0924	DOMESTIC DISPUT	B	KENN	18:35:13 02/26/20	ACT	
2002-0835	NOISE COMPLAINT		KENN	23:53:15 02/23/20	CLO	
2002-0806	NOISE COMPLAINT	B	KENN	02:57:47 02/23/20	ACT	
2002-0647	ILLEGAL PARKING		KENN	20:31:45 02/18/20	CLO	
2002-0515	NOISE COMPLAINT		KENN	00:45:42 02/15/20	CLO	
2002-0434	UNWELCOME VISIT	B	KENN	23:02:34 02/12/20	ACT	
2002-0237	AUTO ACCIDENT	B	KENN	15:44:22 02/07/20	CLO	
2002-0148	VANDALISM/DAMAG	B	KENN	11:47:50 02/05/20	ACT	
2002-0048	THEFT	B	KENN	16:31:33 02/02/20	ACT	
2001-1057	NOISE COMPLAINT	B	KENN	23:00:20 01/30/20	ACT	
2001-1051	NOISE COMPLAINT		KENN	20:36:25 01/30/20	CLO	
2001-0991	ILLEGAL PARKING		KENN	09:25:43 01/29/20	CLO	
2001-0979	NOISE COMPLAINT	B	KENN	23:17:41 01/28/20	ACT	
2001-0905	ILLEGAL DRUGS		KENN	02:07:24 01/27/20	UNF	
2001-0875	ROBBERY	B	KENN	00:04:50 01/26/20	ACT	
2002-0385	PERSON ARMED	B	KENN	00:04:00 01/26/20	ACT	WILLIAMS, MATTHEW EVAN
2001-0758	NOISE COMPLAINT	B	KENN	01:11:26 01/23/20	ACT	
2001-0757	NOISE COMPLAINT		KENN	00:17:14 01/23/20	UNF	
2001-0738	FORGERY	B	KENN	17:49:37 01/22/20	ACT	
2001-0699	THREATS	B	KENN	20:27:42 01/21/20	ACT	
2001-0616	ASSAULT	B	KENN	02:53:08 01/19/20	INA	
2001-0581	STOLEN VEHICLE	B	KENN	08:29:47 01/18/20	INA	
2001-0572	ALCOHOL VIOLATI	B	KENN	00:27:59 01/18/20	ACT	
2001-0569	NOISE COMPLAINT		KENN	23:58:30 01/17/20	CLO	
2001-0510	WELFARE CHECK	B	KENN	11:45:35 01/16/20	CLO	
2001-0509	AUTO ACCIDENT	B	KENN	10:40:23 01/16/20	CLO	
2001-0374	WELFARE CHECK	B	KENN	03:12:36 01/12/20	ACT	
2001-0372	BUSINESS DISPUT	B	KENN	01:34:10 01/12/20	ACT	
2001-0252	BUSINESS DISPUT	B	KENN	15:39:20 01/08/20	ACT	
2001-0231	ILLEGAL DRUGS	B	KENN	00:56:32 01/08/20	ACT	
2001-0223	HARASSING/OBSCE	B	KENN	18:07:59 01/07/20	CLO	
2001-0187	BUSINESS DISPUT	B	KENN	18:07:26 01/06/20	ACT	
2001-0066	FIGHT	B	KENN	01:01:10 01/03/20	INA	REFUSED,
1912-1014	VANDALISM/DAMAG		KENN	04:22:39 12/29/19	UNF	
1912-0858	CONTACT PERSON	B	KENN	10:51:05 12/24/19	CLO	
1912-0848	WELFARE CHECK	B	KENN	01:07:42 12/24/19	ACT	
1912-0737	PERSON SCREAMIN	B	KENN	02:09:48 12/21/19	ACT	
1912-0726	NOISE COMPLAINT		KENN	22:36:32 12/20/19	CLO	
1912-0718	MISSING PERSON	B	KENN	17:21:13 12/20/19	ACT	
1912-0606	Found Property	B	KENN	00:11:11 12/18/19	ACT	
1912-0506	WELFARE CHECK		KENN	06:05:06 12/15/19	UNF	
1912-0465	SICK CALL	B	KENN	05:23:25 12/14/19	ACT	
1912-0335	NOISE COMPLAINT		KENN	00:15:03 12/10/19	CLO	
1912-0218	NOISE COMPLAINT		KENN	01:44:41 12/07/19	CLO	
1912-0201	TRESPASSING	B	KENN	17:40:00 12/06/19	CAA	
1912-0180	UNWELCOME VISIT	B	KENN	10:30:51 12/06/19	ACT	

3995 Frey Rd

1912-0133	Found Property	B	KENN	10:06:36 12/05/19	CLO	WALKER, HANNAH VICTORIA
1912-0075	CONTACT PERSON	B	KENN	14:37:15 12/03/19	ACT	
1911-0986	CONTACT PERSON	B	KENN	10:13:11 11/26/19	CLO	
1911-0974	WELFARE CHECK	B	KENN	01:04:38 11/26/19	ACT	
1911-0962	CONTACT PERSON	B	KENN	16:30:06 11/25/19	ACT	
1911-0901	SUSPICIOUS PERS		KENN	21:41:20 11/23/19	UNF	
1911-0733	VANDALISM/DAMAG	B	KENN	15:45:42 11/19/19	ACT	
1911-0729	ILLEGAL PARKING		KENN	14:54:51 11/19/19	CLO	
1911-0726	VANDALISM/DAMAG	B	KENN	12:40:03 11/19/19	ACT	
1911-0710	ILLEGAL DRUGS		KENN	00:57:27 11/19/19	CLO	
1911-0648	CONTACT PERSON	B	KENN	16:17:15 11/17/19	ACT	
1911-0627	NOISE COMPLAINT	B	KENN	01:26:40 11/17/19	ACT	
1911-0593	ILLEGAL DRUGS		KENN	05:05:57 11/16/19	UNF	
1911-0284	BOLO		KENN	19:55:21 11/07/19	CLO	
1911-0087	NOISE COMPLAINT		KENN	01:58:49 11/03/19	CLO	
1911-0047	STEALING OF/FRO	B	KENN	04:11:00 11/02/19	INA	
1911-0044	DISCHARGING FIR	B	KENN	02:22:29 11/02/19	INA	
1911-0010	NOISE COMPLAINT		KENN	04:25:34 11/01/19	UNF	
1911-0007	WELFARE CHECK	B	KENN	03:25:47 11/01/19	ACT	
1911-0006	NOISE COMPLAINT		KENN	02:25:13 11/01/19	CLO	
1911-0004	NOISE COMPLAINT		KENN	01:17:09 11/01/19	CLO	
1911-0003	NOISE COMPLAINT		KENN	01:06:01 11/01/19	CLO	CALDWELL, CHLOE
1910-1069	NOISE COMPLAINT		KENN	23:18:53 10/30/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0913	FIRE		KENN	17:15:34 10/26/19	CLO	LEVIN, DANA
1910-0872	FORGERY	B	KENN	18:41:14 10/25/19	CLO	
1910-0835	VANDALISM/DAMAG	B	KENN	14:04:11 10/24/19	ACT	BAILEY, MADISON TAYLOR
1910-0732	WANTED PERSON		KENN	17:16:03 10/21/19	CNL	BAGWELL, STEPHEN PAUL
1910-0728	UNWELCOME VISIT	B	KENN	15:51:19 10/21/19	CAA	BROWN, JAMILES ANTUANE
1910-0706	HARASSING/OBSCE	B	KENN	00:18:04 10/21/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0678	SUSPICIOUS PERS	B	KENN	04:20:37 10/20/19	ACT	
1910-0668	NOISE COMPLAINT		KENN	00:07:08 10/20/19	CLO	
1910-0649	PERSON DRUNK	B	KENN	03:39:49 10/19/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0503	SUSPICIOUS AUTO	B	KENN	00:34:52 10/15/19	ACT	
1910-0502	PERSON DRUNK	B	KENN	00:02:35 10/15/19	ACT	
1910-0500	NOISE COMPLAINT		KENN	23:32:33 10/14/19	CLO	COBB COUNTY DISPATCH,
1910-0430	CONTACT PERSON		KENN	00:52:23 10/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0392	ILLEGAL DRUGS		KENN	01:22:36 10/12/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0341	HIT AND RUN	B	KENN	17:01:54 10/10/19	CLO	SMITH, ALIYAH
1910-0290	DISCHARGING FIR		KENN	22:43:15 10/08/19	UNF	KENNESAW STATE UNIVERSITY,
1910-0244	ILLEGAL PARKING		KENN	15:24:53 10/07/19	CLO	
1910-0224	WELFARE CHECK	B	KENN	02:47:07 10/07/19	ACT	
1910-0216	ILLEGAL DRUGS		KENN	17:18:51 10/06/19	CLO	THOMPSON, LUKE
1910-0113	THEFT	B	KENN	20:35:03 10/03/19	INA	
1910-0084	VANDALISM/DAMAG		KENN	03:42:58 10/03/19	CLO	
1910-0072	DISCHARGING FIR		KENN	22:26:23 10/02/19	UNF	BURNS, T
1909-1147	NOISE COMPLAINT		KENN	00:39:08 09/29/19	CLO	
1909-1143	NOISE COMPLAINT	B	KENN	23:20:56 09/28/19	CAA	

3995 Frey Rd

1909-1106	WELFARE CHECK	B	KENN	02:13:38 09/28/19	ACT	
1909-1104	NOISE COMPLAINT		KENN	23:52:32 09/27/19	CLO	
1909-1090	SUSPICIOUS AUTO		KENN	18:49:19 09/27/19	CLO	PIERCE, MCKAYLA
1909-1062	NOISE COMPLAINT		KENN	01:21:24 09/27/19	UNF	
1909-1015	AUTO ACCIDENT	B	KENN	16:55:50 09/25/19	CLO	
1909-1011	AUTO ACCIDENT	B	KENN	13:41:28 09/25/19	CLO	COBB COUNTY DISPATCH,
1909-0999	AUTO ACCIDENT	B	KENN	06:37:20 09/25/19	CLO	COBB COUNTY DISPATCH,
1909-0918	THEFT	B	KENN	00:25:30 09/23/19	INA	
1909-0890	NOISE COMPLAINT		KENN	01:34:13 09/22/19	CLO	
1909-0686	NOISE COMPLAINT		KENN	23:27:49 09/16/19	CLO	COBB COUNTY DISPATCH,
1909-0673	CONTACT PERSON	B	KENN	17:21:32 09/16/19	CLO	
1909-0628	SUSPICIOUS PERS		KENN	17:30:43 09/15/19	CLO	PENLAND, TRAEVIN
1909-0625	VANDALISM/DAMAG		KENN	16:49:17 09/15/19	CLO	SMITH, ALEXIS DANASHIA
1909-0602	NOISE COMPLAINT		KENN	23:53:29 09/14/19	CLO	REFUSED,
1909-0567	VANDALISM/DAMAG	B	KENN	07:51:32 09/14/19	CLO	
1909-0544	VANDALISM/DAMAG	B	KENN	18:54:21 09/13/19	ACT	
1909-0519	VANDALISM/DAMAG	B	KENN	21:27:48 09/12/19	ACT	
1909-0500	CONTACT PERSON	B	KENN	10:44:49 09/12/19	CLO	KENT, SHANELLE ROSHELLE
1909-0391	VANDALISM/DAMAG	B	KENN	18:04:33 09/09/19	ACT	
1909-0331	HARASSING/OBSCE	B	KENN	15:10:57 09/08/19	INA	MCMULLEN, MYA
1909-0327	STEALING OF/FRO	B	KENN	13:12:59 09/08/19	INA	OVIEDO, SAMANTHA
1909-0306	NOISE COMPLAINT		KENN	00:19:13 09/08/19	CLO	TIGREEN, TIM
1909-0266	UNWELCOME VISIT	B	KENN	04:12:13 09/07/19	ACT	
1909-0129	VANDALISM/DAMAG	B	KENN	14:44:35 09/04/19	INA	WASHINGTON, ISAIAH
1909-0101	SUSPICIOUS PERS	B	KENN	22:19:39 09/03/19	ACT	
1909-0007	PERSON DRUNK	B	KENN	03:23:15 09/01/19	ACT	
1908-1236	NOISE COMPLAINT		KENN	01:34:11 08/31/19	CLO	KONKOV, ANTHONY MITCHELL
1908-1101	WELFARE CHECK		KENN	01:44:13 08/28/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-1002	VANDALISM/DAMAG	B	KENN	14:57:51 08/25/19	CLO	WHITE, BRIAN
1908-0986	NOISE COMPLAINT		KENN	03:36:33 08/25/19	UNF	
1908-0890	SUSPICIOUS PERS		KENN	00:54:29 08/23/19	CLO	PIERCE, MCKAYLA
1908-0888	SUICIDE ATTEMPT	B	KENN	22:27:16 08/22/19	ACT	
1908-0882	NOISE COMPLAINT		KENN	21:01:33 08/22/19	UNF	
1908-0666	NOISE COMPLAINT		KENN	02:30:58 08/18/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0664	NOISE COMPLAINT		KENN	00:46:44 08/18/19	CLO	
1908-0592	AUTO ACCIDENT	B	KENN	11:43:00 08/16/19	CLO	EUBANKS, MACKENZIE
1908-0533	AUTO ACCIDENT	B	KENN	16:00:36 08/14/19	CLO	
1908-0426	NOISE COMPLAINT		KENN	23:56:37 08/11/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0411	AUTO ACCIDENT	B	KENN	13:35:01 08/11/19	CLO	STURDIVANT, OCTAVIA E
1908-0039	SUSPICIOUS AUTO		KENN	01:20:19 08/02/19	CLO	
1907-1136	ILLEGAL DRUGS	B	KENN	17:51:52 07/31/19	ACT	WALKER, HANNAH VICTORIA
1907-0953	THEFT	B	KENN	16:24:41 07/26/19	INA	
1907-0915	DEMENTED PERSON	B	KENN	17:48:23 07/25/19	ACT	
1907-0621	DEMENTED PERSON	B	KENN	18:33:12 07/17/19	ACT	CONCERNED CITIZEN (DO NOT

3995 Frey Rd

						CHANGE), J
1907-0537	VANDALISM/DAMAG	B	KENN	15:42:26 07/15/19	INA	
1907-0458	NOISE COMPLAINT		KENN	01:38:10 07/13/19	CLO	
1907-0345	HARASSING/OBSCE	B	KENN	02:52:38 07/10/19	INA	SCHNEIDER, ARIEL WU
1907-0314	SUSPICIOUS PERS		KENN	01:26:55 07/09/19	CLO	MCGHEE, JEREMY QUANTEE
1907-0287	AUTO ACCIDENT	B	KENN	10:08:34 07/08/19	CLO	BELL,
1907-0281	NOISE COMPLAINT		KENN	04:03:02 07/08/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1907-0217	PERSON DRUNK	B	KENN	02:30:39 07/06/19	ACT	
1907-0191	ADMINISTRATIVE		KENN	15:41:58 07/05/19	CLO	FORSYTH COUNTY SO,
1906-1061	DOMESTIC DISPUT	B	KENN	00:39:04 06/28/19	ACT	
1906-0989	ILLEGAL DRUGS	B	KENN	23:32:04 06/25/19	CAA	MCGHEE, JEREMY QUANTEE
1906-0985	NOISE COMPLAINT		KENN	21:43:50 06/25/19	UNF	ARCHIE, TONI MICHELLE
1906-0834	SUSPICIOUS PERS		KENN	01:26:11 06/22/19	CLO	
1906-0771	BUSINESS DISPUT	B	KENN	18:45:33 06/20/19	ACT	PHILLIPS, MALIK
1906-0454	VANDALISM/DAMAG	B	KENN	14:43:50 06/12/19	ACT	
1906-0424	CONTACT PERSON	B	KENN	14:28:55 06/11/19	CLO	
1906-0204	WANTED PERSON	B	KENN	09:08:46 06/06/19	CAA	
1906-0108	NOISE COMPLAINT		KENN	23:54:42 06/03/19	CLO	REFUSED,
1906-0039	FIREWORKS		KENN	22:16:34 06/01/19	UNF	
1905-1236	BURGLARY	B	KENN	00:58:29 05/31/19	ACT	
1905-1152	ILLEGAL DRUGS	B	KENN	01:43:30 05/29/19	CAA	MCGHEE, JEREMY QUANTEE
1905-1148	ILLEGAL DRUGS	B	KENN	23:02:59 05/28/19	CLO	MORINARO, LOGAN
1905-1005	DEMENTED PERSON	B	KENN	12:36:27 05/25/19	CAA	KONKOV, ANTHONY
1905-0982	NOISE COMPLAINT		KENN	23:37:02 05/24/19	CLO	
1905-0910	NOISE COMPLAINT		KENN	21:54:23 05/22/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0828	AUTO ACCIDENT		KENN	19:19:45 05/20/19	CLO	REYNOLDS, DERRICK
1905-0776	NOISE COMPLAINT		KENN	19:17:20 05/19/19	CLO	
1905-0744	NOISE COMPLAINT		KENN	20:45:11 05/18/19	CLO	REFUSED,
1905-0622	SUSPICIOUS PERS		KENN	04:39:57 05/16/19	CLO	
1905-0618	WELFARE CHECK		KENN	00:30:55 05/16/19	CLO	
1905-0615	ILLEGAL DRUGS	B	KENN	22:16:06 05/15/19	CAA	REFUSED,
1905-0599	WELFARE CHECK	B	KENN	17:01:10 05/15/19	ACT	KENNEDY, ALLISON
1905-0577	NOISE COMPLAINT		KENN	00:03:19 05/15/19	CLO	REFUSED,
1905-0571	WELFARE CHECK		KENN	21:48:34 05/14/19	UNF	
1905-0379	BUSINESS DISPUT	B	KENN	11:54:15 05/10/19	ACT	
1905-0318	ILLEGAL DRUGS	B	KENN	22:19:46 05/08/19	ACT	
1905-0288	NOISE COMPLAINT		KENN	00:30:13 05/08/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0192	FIGHT	B	KENN	16:30:27 05/05/19	ACT	COURSHON, LAUREN
1905-0169	DEMENTED PERSON	B	KENN	05:05:55 05/05/19	ACT	
1905-0089	NOISE COMPLAINT		KENN	23:28:17 05/02/19	CLO	SALAKO, ADUNNI VASHTA
1904-1095	NOISE COMPLAINT		KENN	00:05:31 04/30/19	UNF	REFUSED,
1904-1083	AUTO ACCIDENT	B	KENN	18:47:42 04/29/19	CLO	
1904-0889	THREATS	B	KENN	08:56:41 04/25/19	CAA	SMITH, CASSIDY CAROLINE
1904-0881	SUSPICIOUS PERS	B	KENN	22:25:49 04/24/19	ACT	COBB COUNTY DISPATCH,

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1904-0793	AUTO ACCIDENT	B	KENN	15:45:06 04/22/19	ACT	
1904-0747	THEFT	B	KENN	12:41:30 04/21/19	CLO	KEITH, JASMINE
1904-0721	MISSING PERSON	B	KENN	16:19:06 04/20/19	CLO	
1904-0697	CONTACT PERSON	B	KENN	21:41:03 04/19/19	ACT	
1904-0623	NOISE COMPLAINT		KENN	02:27:22 04/18/19	UNF	
1904-0573	DOMESTIC DISPUT	B	KENN	07:30:47 04/17/19	CAA	COBB COUNTY DISPATCH,
1904-0476	DEMENTED PERSON	B	KENN	15:44:00 04/14/19	ACT	BRIDGES, EVAN LAWRENCE
1904-0456	NOISE COMPLAINT	B	KENN	00:17:51 04/14/19	ACT	
1904-0420	NOISE COMPLAINT		KENN	02:07:02 04/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1904-0419	ASSAULT	B	KENN	01:30:02 04/13/19	ECV	GATES, AUDRIANNA
1904-0418	STRANDED MOTORI		KENN	00:54:29 04/13/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1904-0408	WELFARE CHECK		KENN	20:28:53 04/12/19	CLO	
1904-0369	SUSPICIOUS PERS	B	KENN	03:52:56 04/12/19	ACT	BRIDGES, EVAN LAWRENCE
1904-0325	NOISE COMPLAINT		KENN	23:11:47 04/10/19	CLO	MULIDA, MADISON
1904-0233	DOMESTIC DISPUT	B	KENN	10:21:27 04/08/19	CAA	
1904-0080	VANDALISM/DAMAG	B	KENN	20:05:47 04/03/19	ACT	JARRETTE, DESI DE
1904-0078	SICK CALL	B	KENN	19:12:07 04/03/19	ACT	
1903-0825	NOISE COMPLAINT		KENN	01:38:20 03/24/19	CLO	
1903-0821	WELFARE CHECK		KENN	22:46:25 03/23/19	CLO	
1903-0757	WELFARE CHECK		KENN	04:56:24 03/22/19	UNF	
1903-0628	VANDALISM/DAMAG	B	KENN	16:05:08 03/18/19	CLO	
1903-0596	NOISE COMPLAINT		KENN	23:47:42 03/17/19	UNF	
1903-0595	DOMESTIC DISPUT		KENN	22:52:35 03/17/19	CLO	STEKETEE, N J
1903-0594	SUSPICIOUS PERS		KENN	22:22:56 03/17/19	UNF	U CLUB,
1903-0262	NOISE COMPLAINT		KENN	01:52:10 03/09/19	CLO	
1903-0261	NOISE COMPLAINT		KENN	01:36:45 03/09/19	CLO	
1903-0233	NOISE COMPLAINT		KENN	00:08:57 03/08/19	CLO	
1903-0203	WELFARE CHECK	B	KENN	03:00:58 03/07/19	ACT	COBB COUNTY DISPATCH,
1903-0164	THEFT	B	KENN	17:23:17 03/05/19	INA	MASSIE, TOBIN
1903-0140	MISSING PERSON	B	KENN	19:59:28 03/04/19	CLO	COURSHON, LAUREN
1903-0114	SICK CALL		KENN	22:52:27 03/03/19	CLO	COBB COUNTY DISPATCH,
1903-0091	NOISE COMPLAINT		KENN	04:02:08 03/03/19	UNF	
1902-0850	ALARM-AUDIBLE	B	KENN	23:55:32 02/24/19	ACT	DIGITAL TECHNOLOGIES,
1902-0842	AUTO ACCIDENT	B	KENN	19:40:01 02/24/19	CLO	
1902-0657	BURGLARY	B	KENN	11:16:16 02/19/19	INA	ROSENBERG, JARED
1902-0512	ILLEGAL DRUGS		KENN	15:15:14 02/14/19	UNF	KONKOV, ANTHONY
1902-0442	THEFT	B	KENN	17:21:32 02/12/19	CAA	HODGES, CIARA L
1902-0403	NOISE COMPLAINT	B	KENN	22:47:12 02/11/19	ACT	UCLUB,
1902-0394	STEALING OF/FRO	B	KENN	18:19:36 02/11/19	ACT	SMITH, GABRIELLE CHRISTINE
1902-0171	BUSINESS DISPUT		KENN	11:54:54 02/05/19	CLO	RYDER, JACOB
1901-1032	SUSPICIOUS PERS		KENN	23:50:38 01/28/19	CLO	
1901-0999	ALARM-AUDIBLE		KENN	06:49:04 01/28/19	CLO	
1901-0965	SUSPICIOUS AUTO		KENN	01:37:25 01/27/19	CLO	BOBO, NICHOLAS L
1901-0964	NOISE COMPLAINT		KENN	01:08:29 01/27/19	CLO	COBB COUNTY DISPATCH,

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1901-0939	WELFARE CHECK	B	KENN	09:31:19 01/26/19	CLO	
1901-0911	STEALING OF/FRO	B	KENN	16:42:45 01/25/19	ACT	BROCKMANN, LAURA M
1901-0867	NOISE COMPLAINT		KENN	19:51:50 01/24/19	CLO	COBB COUNTY DISPATCH,
1901-0764	ALARM-AUDIBLE		KENN	09:16:25 01/21/19	UNF	UCLUB,
1901-0757	ALARM-AUDIBLE	B	KENN	01:57:01 01/21/19	ACT	
1901-0678	ALARM-AUDIBLE		KENN	20:55:37 01/18/19	CLO	DIGITAL TECHNOLOGIES,
1901-0652	PERSON DRUNK	B	KENN	04:06:40 01/18/19	ACT	
1901-0617	HIT AND RUN	B	KENN	00:26:12 01/17/19	CAA	HWANG, GILYEON
3621	HIT AND RUN		MTTA	00:26:12 01/17/19	ACT	HWANG, GILYEON
1901-0616	SUICIDE ATTEMPT	B	KENN	23:28:32 01/16/19	ACT	KSU PD,
1901-0569	VANDALISM/DAMAG	B	KENN	22:26:10 01/15/19	ACT	
1901-0414	ALARM-AUDIBLE	B	KENN	18:09:56 01/11/19	ACT	DIGITAL TECHNOLOGY,
1901-0361	THEFT	B	KENN	11:38:49 01/10/19	INA	BARBER, FARRELL
1901-0344	NOISE COMPLAINT		KENN	00:58:15 01/10/19	CLO	
1901-0330	AUTO ACCIDENT	B	KENN	16:25:08 01/09/19	CLO	COBB COUNTY DISPATCH,
1901-0311	WELFARE CHECK		KENN	22:59:28 01/08/19	CLO	COBB COUNTY DISPATCH,
1812-1019	SUSPICIOUS AUTO	B	KENN	13:23:28 12/29/18	CLO	
1812-0820	ALARM-AUDIBLE	B	KENN	19:43:21 12/22/18	ACT	DIGITAL TECHNOLOGY,
1812-0805	STEALING OF/FRO	B	KENN	09:01:23 12/22/18	INA	MOSES, TASHAYLA
1812-0777	THEFT	B	KENN	15:00:32 12/21/18	ACT	ARROYO-ROIG, GABRIEL A
3591	SICK CALL		CCPD	01:08:36 12/17/18	ACT	COBB COUNTY DISPATCH,
1812-0598	SICK CALL	B	KENN	01:08:36 12/17/18	ACT	COBB COUNTY DISPATCH,
1812-0401	DEMENTED PERSON	B	KENN	13:01:25 12/11/18	ACT	WARD, SIRLANEY
3584	AUTO ACCIDENT		CCPD	10:29:03 12/11/18	ACT	
1812-0387	NOISE COMPLAINT		KENN	20:28:50 12/10/18	CLO	
1812-0273	SUSPICIOUS PERS	B	KENN	04:55:04 12/08/18	ACT	KONTE, MBARE
1812-0272	PERSON INJURED	B	KENN	04:15:24 12/08/18	CAA	DOTSON, CODY P
1812-0270	NOISE COMPLAINT		KENN	03:39:35 12/08/18	CLO	BASS, KLARK
1811-0973	WELFARE CHECK	B	KENN	01:40:12 11/28/18	ACT	COBB COUNTY DISPATCH,
3572	BUSINESS DISPUT		CCPD	15:05:08 11/26/18	ACT	
1811-0921	HARASSING/OBSCE	B	KENN	15:05:08 11/26/18	CLO	
1811-0893	BOLO		KENN	02:16:27 11/26/18	CLO	COBB COUNTY DISPATCH,
1811-0625	SUSPICIOUS PERS	B	KENN	23:14:36 11/16/18	ACT	MCDUFFIE, CHRISTINA
1811-0459	CONTACT PERSON	B	KENN	02:39:30 11/13/18	ACT	JOACHIM, NASIR DAQUAN
1811-0180	STREET HAZARD		KENN	10:57:52 11/05/18	UNF	
1811-0162	NOISE COMPLAINT	B	KENN	01:13:46 11/05/18	ACT	
1811-0139	SUSPICIOUS PERS		KENN	03:03:25 11/04/18	CLO	
1811-0048	PERSON SCREAMIN		KENN	23:35:09 11/01/18	CLO	COBB CO DISPATCH,
1810-1016	BUSINESS DISPUT	B	KENN	03:18:31 10/28/18	ACT	COBB COUNTY DISPATCH,
1810-1004	NOISE COMPLAINT		KENN	21:50:29 10/27/18	CLO	U CLUB,
1810-0902	STEALING OF/FRO	B	KENN	10:45:12 10/25/18	INA	MCDUFFIE, CHRISTINA
1810-0871	VANDALISM/DAMAG	B	KENN	09:54:34 10/24/18	ACT	
1810-0825	WELFARE CHECK	B	KENN	00:57:32 10/23/18	ACT	
1810-0799	CONTACT PERSON	B	KENN	11:38:44 10/22/18	ACT	
1810-0779	WELFARE CHECK		KENN	16:59:31 10/21/18	CLO	
1810-0739	VANDALISM/DAMAG	B	KENN	16:15:01 10/20/18	ACT	COBB COUNTY

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1810-0686	UNWELCOME VISIT	B	KENN	06:37:53 10/19/18	ACT	DISPATCH, COBB COUNTY DISPATCH,
1810-0572	NOISE COMPLAINT		KENN	00:06:47 10/16/18	CLO	MALONEY, FRANKLYN
1810-0571	NOISE COMPLAINT		KENN	23:45:58 10/15/18	CLO	TAYLOR, SARAH ELIZABETH
1810-0446	CONTACT PERSON	B	KENN	14:21:53 10/12/18	ACT	MEADE, MATTHEW G
1810-0444	CONTACT PERSON		KENN	13:56:37 10/12/18	CLO	
1810-0416	CONTACT PERSON		KENN	22:31:51 10/11/18	CLO	
1810-0391	STEALING OF/FRO	B	KENN	15:02:12 10/11/18	INA	FORLINI, CHASE
1810-0302	FIREWORKS		KENN	19:33:40 10/09/18	CLO	THORNE, MIRANDS
1810-0142	FORGERY	B	KENN	09:35:50 10/05/18	ACT	WIGGINS, MIYA
1810-0126	THEFT	B	KENN	20:18:14 10/04/18	UNF	BARRY, JACOB
1810-0109	DOMESTIC DISPUT	B	KENN	12:43:42 10/04/18	CAA	COBB COUNTY DISPATCH,
1810-0092	AUTO ACCIDENT		KENN	17:57:25 10/03/18	CLO	
1810-0064	VANDALISM/DAMAG	B	KENN	16:34:58 10/02/18	CLO	
1809-1117	PERSON SCREAMIN		KENN	04:11:28 09/30/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-1054	DISORDERLY PERS	B	KENN	19:59:14 09/28/18	CAA	
1809-1029	VANDALISM/DAMAG	B	KENN	10:19:20 09/28/18	ACT	STARKS, ARRIEL
1809-0845	NOISE COMPLAINT		KENN	23:03:49 09/22/18	CLO	COBB COUNTY DISPATCH,
1809-0765	CONTACT PERSON	B	KENN	13:44:29 09/21/18	CLO	WILLIS, KAITLYN
1809-0440	SICK CALL	B	KENN	18:32:46 09/13/18	CLO	
1809-0420	VANDALISM/DAMAG	B	KENN	10:24:16 09/13/18	ACT	RUNEARE, SAVANAH MAE
1809-0418	VANDALISM/DAMAG	B	KENN	10:00:32 09/13/18	ACT	
1809-0409	CONTACT PERSON	B	KENN	23:45:44 09/12/18	ACT	LUCAS, DESTINY
1809-0336	WELFARE CHECK	B	KENN	00:44:05 09/11/18	ACT	
1809-0334	ALARM-AUDIBLE	B	KENN	23:36:10 09/10/18	ACT	U CLUB,
1809-0194	NOISE COMPLAINT		KENN	20:16:36 09/06/18	CLO	
1809-0030	UNWELCOME VISIT		KENN	00:43:28 09/02/18	CNL	
1809-0002	NOISE COMPLAINT		KENN	00:47:59 09/01/18	CLO	
1808-1185	ILLEGAL DRUGS	B	KENN	23:57:33 08/31/18	CAA	
1808-1175	HIT AND RUN	B	KENN	20:23:57 08/31/18	CLO	SNOWDEN, AARON MATTHEW
1808-0969	AUTO ACCIDENT	B	KENN	11:41:58 08/27/18	CLO	COBB COUNTY DISPATCH,
1808-0927	THEFT	B	KENN	15:35:56 08/26/18	INA	BELL, JESSICA DALLAS
1808-0654	BOLO		KENN	19:57:48 08/19/18	CLO	COBB COUNTY DISPATCH,
1808-0617	NOISE COMPLAINT		KENN	22:18:58 08/18/18	UNF	
1808-0519	AUTO ACCIDENT	B	KENN	15:22:22 08/16/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1808-0468	AUTO ACCIDENT	B	KENN	19:57:04 08/14/18	CLO	BASS, KLARKE
1808-0372	AUTO ACCIDENT	B	KENN	13:22:38 08/12/18	CLO	MARQUES, SYDNEY
1808-0225	WELFARE CHECK	B	KENN	00:32:01 08/08/18	CLO	
1808-0075	BUSINESS DISPUT	B	KENN	09:27:34 08/03/18	ACT	NAYLOR, KEION
1807-0896	ASSAULT	B	KENN	14:13:25 07/23/18	ACT	
1807-0814	NOISE COMPLAINT		KENN	17:50:39 07/21/18	CLO	
1807-0732	WELFARE CHECK		KENN	22:05:52 07/19/18	UNF	REFUSED,
1807-0549	ROBBERY	B	KENN	22:45:23 07/14/18	INA	
1807-0293	ILLEGAL DRUGS	B	KENN	00:02:17 07/08/18	CAA	
1807-0168	ROBBERY	B	KENN	10:14:15 07/05/18	CAA	JOSEPH, DODLEY CHON
1806-1026	BUSINESS DISPUT	B	KENN	02:26:14 06/26/18	ACT	CULLEN,

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						GABRIELLE
1806-0926	NOISE COMPLAINT		KENN	04:26:20 06/23/18	CLO	
1806-0898	HARASSING/OBSCE	B	KENN	12:35:25 06/22/18	INA	COBB COUNTY DISPATCH,
1806-0785	CONTACT PERSON		KENN	14:33:45 06/19/18	CLO	
1806-0695	ILLEGAL DRUGS	B	KENN	01:25:57 06/17/18	ACT	
1806-0671	AUTO ACCIDENT	B	KENN	17:36:40 06/16/18	CLO	LEDYARD, ANN
1806-0521	NOISE COMPLAINT	B	KENN	01:34:59 06/13/18	CLO	U CLUB,
1806-0147	HIT AND RUN	B	KENN	12:13:14 06/04/18	CLO	DALTON, DYLAN
1806-0127	NOISE COMPLAINT		KENN	22:58:39 06/03/18	CLO	U CLUB,
1806-0051	THEFT	B	KENN	11:13:31 06/02/18	INA	WILLIAMS, CHRISTOPER
1805-1176	UNWELCOME VISIT	B	KENN	22:17:57 05/30/18	ACT	KING, AMBER
1805-1121	FORGERY	B	KENN	20:11:18 05/29/18	CLO	
1805-0938	UNWELCOME VISIT	B	KENN	03:20:12 05/24/18	CAA	
1805-0512	WELFARE CHECK	B	KENN	10:10:47 05/13/18	ACT	JENKINS-OWENS, BELINDA
1805-0325	VANDALISM/DAMAG	B	KENN	16:53:42 05/09/18	CLO	
1805-0272	WELFARE CHECK		KENN	23:48:46 05/07/18	CNL	
1805-0191	NOISE COMPLAINT		KENN	01:33:37 05/06/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-1017	AUTO ACCIDENT	B	KENN	17:49:16 04/26/18	CLO	
1804-0904	VANDALISM/DAMAG	B	KENN	19:15:44 04/23/18	INA	BOLES, SETH
1804-0891	HIT AND RUN	B	KENN	14:20:11 04/23/18	CLO	MERRIMAN, LILY JAY
1804-0868	WELFARE CHECK	B	KENN	17:53:20 04/22/18	CLO	
1805434	WELFARE CHECK		AWTH	17:53:20 04/22/18		
1804-0843	CONTACT PERSON	B	KENN	22:48:48 04/21/18	ACT	U CLUB,
1804-0698	AUTO ACCIDENT	B	KENN	18:36:39 04/18/18	CLO	
1804-0530	UNWELCOME VISIT	B	KENN	14:48:47 04/14/18	ACT	COBB COUNTY DISPATCH,
1804-0487	DOMESTIC DISPUT		KENN	17:04:12 04/13/18	CLO	REFUSED,
1804-0332	ILLEGAL DRUGS	B	KENN	21:36:18 04/09/18	CAA	
1803-0967	ALARM-AUDIBLE	B	KENN	01:39:37 03/27/18	ACT	DIGITAL TECHNOLOGIES,
1803-0628	NOISE COMPLAINT	B	KENN	00:46:29 03/18/18	ACT	COBB COUNTY DISPATCH,
1803-0535	UNWELCOME VISIT	B	KENN	18:09:27 03/15/18	CLO	NGALLEY, PAUL
1803-0464	NOISE COMPLAINT		KENN	00:58:45 03/14/18	UNF	
1803-0265	ANIMAL INVESTIG		KENN	01:03:02 03/08/18	UNF	COBB COUNTY DISPATCH,
1803-0259	HARASSING/OBSCE	B	KENN	22:22:04 03/07/18	INA	NGALLE, PAUL N
1803-0247	911 HANGUP		KENN	15:36:12 03/07/18	CLO	
1803-0188	CONTACT PERSON		KENN	12:32:57 03/06/18	CLO	
1803-0161	CONTACT PERSON		KENN	10:35:14 03/05/18	CLO	ISAAK, MARTIN T
1803-0037	NOISE COMPLAINT		KENN	01:56:40 03/02/18	CLO	CARPIO, ANDREA
1802-0852	ALCOHOL VIOLATI	B	KENN	02:09:06 02/24/18	CAA	MOTON, ALEXANDRIA ELIZABETH-CARLL
1802-0851	NOISE COMPLAINT		KENN	01:41:44 02/24/18	CLO	COBB COUNTY DISPATCH,
1802-0748	AUTO ACCIDENT	B	KENN	17:51:32 02/21/18	CLO	EGONA, NICHOLAS
1802-0697	STEALING OF/FRO	B	KENN	10:15:55 02/20/18	CLO	
1802-0694	STEALING OF/FRO	B	KENN	08:52:26 02/20/18	INA	
1802-0677	DOMESTIC STANDB	B	KENN	16:14:40 02/19/18	ACT	VARGAS, ARYANA
1802-0610	FORGERY	B	KENN	11:16:40 02/17/18	CLO	BROWN, SHAVON
1802-0556	DRUNK IN AUTO	B	KENN	02:11:42 02/16/18	ACT	MALONEY, FRANKLYN
1802-0546	DEMENTED PERSON	B	KENN	21:06:56 02/15/18	CLO	COBB COUNTY DISPATCH,
1802-0510	RAPE	B	KENN	01:39:30 02/15/18	UNF	ATLANTA POLICE DISPATCH,

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1802-0448	WELFARE CHECK	B	KENN	16:42:34 02/13/18	ACT	WILSON, LATRICE LANAE
1802-0385	VANDALISM/DAMAG	B	KENN	14:30:08 02/11/18	INA	OUTHAVOUMG, AUSTIN
3446	ANIMAL INVESTIG		CCPD	13:48:50 02/10/18	ACT	COBB COUNTY DISPATCH,
1802-0349	ANIMAL INVESTIG		KENN	13:48:50 02/10/18	CLO	COBB COUNTY DISPATCH,
1802-0339	NOISE COMPLAINT		KENN	01:39:22 02/10/18	CLO	MULIDA, MADISON
1802-0066	AUTO ACCIDENT		KENN	11:59:16 02/02/18	CLO	
1802-0005	DOMESTIC DISPUT	B	KENN	04:11:30 02/01/18	ACT	WILLIAMS, OLIVIA
1801-0997	STRANDED MOTORI		KENN	08:53:21 01/29/18	CLO	COBB COUNTY DISPATCH,
1801-0949	DOMESTIC DISPUT	B	KENN	14:39:14 01/27/18	ACT	COBB COUNTY DISPATCH,
1801-0925	HIT AND RUN	B	KENN	22:12:17 01/26/18	INA	ROSS, JOHN
1801-0885	UNWELCOME VISIT		KENN	21:53:47 01/25/18	CNL	U CLUB,
1801091	UNWELCOME VISIT		AWTH	21:53:47 01/25/18		U CLUB,
1801-0884	BUSINESS DISPUT	B	KENN	21:53:21 01/25/18	ACT	BUCHANAN, KAYA
1801-0798	ILLEGAL PARKING		KENN	15:30:54 01/23/18	CLO	
1801-0740	UNWELCOME VISIT		KENN	22:22:14 01/21/18	CLO	BUCHANAN, TEHYA ISABELLA
1801-0592	ALARM-AUDIBLE	B	KENN	18:16:06 01/17/18	ACT	DIGITAL TECHNOLOGIES,
1801-0588	VANDALISM/DAMAG	B	KENN	15:21:30 01/17/18	INA	
1801-0471	DOMESTIC DISPUT	B	KENN	20:57:34 01/13/18	ACT	COBB COUNTY DISPATCH,
1801-0388	NOISE COMPLAINT		KENN	01:39:39 01/12/18	CLO	REFUSED,
3435	VANDALISM/DAMAG		CCPD	13:33:16 01/11/18	ACT	WILLIAMS, OLIVIA
1801-0358	VANDALISM/DAMAG		KENN	13:33:16 01/11/18	CLO	WILLIAMS, OLIVIA
1801-0347	SICK CALL	B	KENN	05:14:15 01/11/18	CLO	COBB COUNTY DISPATCH,
1801-0291	ILLEGAL DRUGS		KENN	16:31:24 01/09/18	UNF	SEYMOUR, JACOB
1801-0281	VANDALISM/DAMAG	B	KENN	11:09:08 01/09/18	ACT	WILLIAMS, OLIVIA JENISE
1801-0189	UNWELCOME VISIT	B	KENN	11:09:44 01/06/18	ACT	UCLUB,
1712-1148	BUSINESS DISPUT		KENN	12:26:08 12/30/17	UNF	STARR, GLENN CURTISS
1712-1140	PERSON DOWN	B	KENN	04:03:21 12/30/17	ACT	COBB COUNTY,
1712-1133	SUSPICIOUS PERS		KENN	22:59:03 12/29/17	CLO	GATES, AUDRIANNA
1712-0944	FIGHT	B	KENN	10:36:25 12/23/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1712-0935	VANDALISM/DAMAG	B	KENN	05:10:19 12/23/17	CAA	HARRISON, TARONDA
1712-0925	DEMENTED PERSON	B	KENN	22:32:07 12/22/17	ACT	COBB COUNTY DISPATCH,
1712-0880	CONTACT PERSON		KENN	19:07:55 12/21/17	CLO	WORTHY, TAMARA*
1712-0532	STEALING OF/FRO	B	KENN	20:14:08 12/12/17	INA	COBB COUNTY DISPATCH,
1712-0498	WELFARE CHECK		KENN	18:42:33 12/11/17	CLO	COBB COUNTY DISPATCH,
1712-0380	DOMESTIC DISPUT	B	KENN	21:32:32 12/08/17	CAA	
1712-0279	ASSAULT	B	KENN	10:55:23 12/07/17	INA	BLACKSHEAR, DE'CHONTE MALIAH
1712-0150	HARASSING/OBSCE	B	KENN	12:27:49 12/04/17	ACT	
1712-0109	HARASSING/OBSCE	B	KENN	01:49:35 12/03/17	CLO	
1712-0105	NOISE COMPLAINT		KENN	00:24:36 12/03/17	UNF	COBB COUNTY,
1712-0056	NOISE COMPLAINT		KENN	01:39:03 12/02/17	CLO	COBB COUNTY DISPATCH,
1712-0049	UNWELCOME VISIT	B	KENN	21:42:14 12/01/17	CLO	CONCERNED

3795 Frey Rd

						CITIZEN (DO NOT CHANGE), J
1711-1127	WELFARE CHECK		KENN	19:39:26 11/30/17	CLO	COBB COUNTY,
1711-0978	AUTO ACCIDENT		KENN	15:06:54 11/26/17	CLO	
1711-0837	CONTACT PERSON		KENN	07:47:46 11/22/17	CLO	
1711-0833	SUSPICIOUS PERS	B	KENN	01:32:33 11/22/17	CLO	LINCH, SIERRA
1711-0809	STEALING OF/FRO	B	KENN	14:03:24 11/21/17	INA	
1711-0801	STEALING OF/FRO	B	KENN	10:15:27 11/21/17	INA	LYNCH, CIERA NICOLE
1711-0628	WANTED PERSON		KENN	23:12:00 11/16/17	CLO	POLICARPIO, LIGAYA SARBIDA
1711-0523	WANTED PERSON	B	KENN	14:48:36 11/14/17	CAA	
1711-0500	NOISE COMPLAINT		KENN	23:25:08 11/13/17	UNF	COBB COUNTY DISPATCH,
1711-0387	UNWELCOME VISIT	B	KENN	18:57:59 11/10/17	ACT	BLACKSHEAI, DESCHONTE
1711-0333	CONTACT PERSON	B	KENN	14:52:59 11/09/17	ACT	
1711-0332	DISORDERLY PERS	B	KENN	14:51:39 11/09/17	CAA	
1711-0318	PERSON DRUNK		KENN	07:29:01 11/09/17	CLO	COBB COUNTY DISPATCH,
1711-0294	BURGLARY	B	KENN	12:22:57 11/08/17	CAA	ERVIN, VINCENT
1711-0279	THEFT	B	KENN	20:50:34 11/07/17	INA	RASA, BRENTON
1711-0276	CONTACT PERSON		KENN	19:12:20 11/07/17	CLO	COBB COUNTY DISPATCH,
3413	STEALING OF/FRO		CCPD	16:48:33 11/07/17	ACT	HOWARD, LAYLA ROSE
1711-0270	STEALING OF/FRO	B	KENN	16:48:33 11/07/17	INA	HOWARD, LAYLA ROSE
3411	THEFT		CCPD	13:27:54 11/07/17	ACT	COBB COUNTY DISPATCH,
1711-0256	THEFT		KENN	13:27:54 11/07/17	CLO	COBB COUNTY DISPATCH,
1711-0250	STEALING OF/FRO		KENN	12:36:44 11/07/17	CLO	
1711-0174	ASSAULT	B	KENN	05:06:18 11/05/17	INA	
1711-0165	NOISE COMPLAINT		KENN	21:20:03 11/04/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1711-0131	FIGHT		KENN	00:22:50 11/04/17	CLO	
1711-0063	VANDALISM/DAMAG	B	KENN	15:47:48 11/02/17	ACT	JONES, NIGEL
1711-0042	SUSPICIOUS PERS		KENN	23:34:59 11/01/17	CLO	COBB COUNTY DISPATCH,
1710-1204	NOISE COMPLAINT		KENN	22:44:41 10/29/17	CLO	REFUSED,
3408	CONTACT PERSON		CCPD	19:42:03 10/29/17	ACT	HUFF, TONIKA
1710-1199	CONTACT PERSON	B	KENN	19:42:03 10/29/17	ACT	HUFF, TONIKA
1710-1149	NOISE COMPLAINT		KENN	04:09:11 10/28/17	CLO	ANONYMOUS,
3406	NOISE COMPLAINT		KSU	01:24:33 10/28/17	ACT	COBB COUNTY DISPATCH,
1710-1111	911 HANGUP	B	KENN	14:41:43 10/27/17	ACT	UCLUB,
1710-0997	WELFARE CHECK		KENN	21:57:17 10/24/17	CLO	U CLUB,
1710-0983	STOLEN VEHICLE		KENN	15:36:27 10/24/17	CNL	COBB COUNTY DISPATCH,
1710-0879	VANDALISM/DAMAG	B	KENN	23:11:08 10/21/17	ACT	
1710-0860	AUTO ACCIDENT	B	KENN	14:03:31 10/21/17	CLO	
1710-0857	ASSAULT	B	KENN	13:33:13 10/21/17	INA	Rawls Gardner, Antasia
1710-0777	SUSPICIOUS PERS		KENN	23:22:13 10/19/17	CLO	REFUSED,
1710-0737	AUTO ACCIDENT	B	KENN	22:55:22 10/18/17	CLO	PEARSON, JASMINE
1710-0699	CONTACT PERSON		KENN	00:05:55 10/18/17	CLO	COBB COUNTY DISPATCH,
1710-0658	ILLEGAL PARKING		KENN	22:17:26 10/16/17	CLO	U CLUB,
1710-0649	FIGHT	B	KENN	17:51:58 10/16/17	ACT	SKLAR, NICOLE DAWN
1710-0587	NOISE COMPLAINT		KENN	23:59:10 10/14/17	CLO	CONCERNED

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						CITIZEN (DO NOT CHANGE), J
1710-0548	WANTED PERSON	B	KENN	01:52:56 10/14/17	CAA	SBALDIGI, G
1710-0546	NOISE COMPLAINT		KENN	00:30:41 10/14/17	CLO	COBB COUNTY DISPATCH,
1710-0489	NOISE COMPLAINT	B	KENN	23:13:55 10/12/17	ACT	
1710-0398	BURGLAR IN RESI	B	KENN	22:28:35 10/10/17	CAA	SILVERBERG, NIKOLAS
1710-0395	FIGHT		KENN	21:19:09 10/10/17	CLO	STEELE, KAIT
1710-0382	BUSINESS DISPUT	B	KENN	17:36:36 10/10/17	CLO	
1710-0309	CONTACT PERSON		KENN	22:50:51 10/08/17	CLO	LOCKAMY, SAMANTHA SHEA
1710-0245	SUSPICIOUS PERS		KENN	02:37:22 10/07/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0244	NOISE COMPLAINT		KENN	00:57:06 10/07/17	CLO	THOMAS, GRAYSON
1710-0135	BUSINESS DISPUT	B	KENN	16:13:23 10/04/17	ACT	SPLENSKI, SIOMARA
1710-0115	HARASSING/OBSCE	B	KENN	21:23:27 10/03/17	CLO	TRIMIAR, TAYLOR NICOLE
1710-0096	DEMENTED PERSON	B	KENN	13:52:33 10/03/17	ACT	COBB COUNTY DISPATCH,
1710-0035	NOISE COMPLAINT		KENN	16:48:44 10/01/17	CLO	REFUSED,
1709-1258	ALCOHOL VIOLATI	B	KENN	17:57:54 09/30/17	CAA	JACKSON, ALISA
1709-1211	HARASSING/OBSCE	B	KENN	16:33:18 09/29/17	INA	HAUSBURG, VICTORIA ASHTON
1709-1178	NOISE COMPLAINT		KENN	23:50:46 09/28/17	CLO	ANONYMOUS,
1709-1106	VANDALISM/DAMAG	B	KENN	09:09:03 09/27/17	ACT	PHILLIPS, TYLER
1709-0989	NOISE COMPLAINT		KENN	23:42:27 09/23/17	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0863	ILLEGAL DRUGS	B	KENN	00:09:14 09/21/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0720	SUSPICIOUS PERS	B	KENN	21:24:02 09/17/17	CAA	BELLS, JENNIFER
1709-0684	NOISE COMPLAINT		KENN	00:57:33 09/17/17	CLO	PRICE, SHANISE
1709-0589	BURGLARY	B	KENN	04:07:31 09/15/17	CAA	PLASCENCIA, SIOMARA
1709-0267	VANDALISM/DAMAG	B	KENN	15:51:43 09/07/17	ACT	HOWARD, RACHEAL
1709-0143	BUSINESS DISPUT		KENN	01:18:18 09/04/17	CLO	BRYAN, SANI
3385	NOISE COMPLAINT		KSU	00:31:11 09/03/17	ACT	ANONYMOUS,
1708-1351	ILLEGAL DRUGS		KENN	16:05:55 08/31/17	CLO	SWANSON, JORDAN
1708-1331	PERSON SCREAMIN	B	KENN	04:31:15 08/31/17	CLO	U CLUB,
1708-1286	THREATS	A	KENN	20:19:18 08/29/17	INA	FLOWERS, EMILY
1708-1284	VANDALISM/DAMAG	B	KENN	18:14:08 08/29/17	ACT	SMITH, HANNA
1708-1042	VANDALISM/DAMAG	B	KENN	19:43:18 08/24/17	ACT	MOORE, JORDAN
1708-0997	ILLEGAL DRUGS		KENN	18:19:12 08/23/17	CLO	REFUSED,
1708-0821	ALCOHOL VIOLATI	B	KENN	02:12:36 08/19/17	ACT	MCCONNELL, DUSTIN MICHAEL
1708-0818	NOISE COMPLAINT		KENN	00:54:19 08/19/17	CLO	WARECH, BRETT
1708-0760	NOISE COMPLAINT		KENN	00:59:38 08/18/17	CLO	REFUSED,
1708-0570	THEFT	B	KENN	18:19:11 08/13/17	INA	SPEESE, ERIC NOLAN
1708-0568	THEFT	B	KENN	17:49:33 08/13/17	INA	
1708-0462	CONTACT PERSON		KENN	14:15:50 08/11/17	UNF	
1708-0455	FOUND PROPERTY	B	KENN	12:43:42 08/11/17	ACT	OXFORD, SHANA
1708-0228	SUSPICIOUS PERS	B	KENN	21:59:12 08/05/17	ACT	MCDONALD, CELESTE
3364	BUSINESS DISPUT		CCPD	20:37:30 07/29/17	ACT	GLENN, TENNA
1707-1269	BUSINESS DISPUT		KENN	20:37:30 07/29/17	CLO	GLENN, TENNA
1707-1262	THEFT	B	KENN	15:08:11 07/29/17	CLO	TERRY, REBECCA

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1707-1228	ILLEGAL DRUGS		KENN	17:48:52 07/28/17	UNF	THRELKELD, MARY
1707-1093	BOLO	B	KENN	19:58:09 07/25/17	CLO	COBB COUNTY DISPATCH,
3360	DISCHARGING FIR		KSU	22:35:15 07/22/17	ACT	COBB COUNTY DISPATCH,
3359	WELFARE CHECK		CCPD	21:38:56 07/22/17	ACT	COBB COUNTY DISPATCH,
1707-0977	WELFARE CHECK		KENN	21:38:56 07/22/17	CLO	COBB COUNTY DISPATCH,
1707-0897	UNWELCOME VISIT	B	KENN	02:11:47 07/21/17	ACT	OBRIEN, M
1707-0894	UNWELCOME VISIT	B	KENN	01:03:13 07/21/17	ACT	TOWNSELL, KAITLYN
3355	TRESPASSING		CCPD	16:30:49 07/18/17	ACT	OXFORD, SHANA
1707-0807	TRESPASSING	B	KENN	16:30:49 07/18/17	ACT	OXFORD, SHANA
1707-0776	BUSINESS DISPUT	B	KENN	01:05:44 07/18/17	ACT	COBB COUNTY DISPATCH,
1707-0610	THEFT	B	KENN	23:44:15 07/13/17	CAA	
1707-0568	THEFT	B	KENN	10:44:47 07/13/17	ACT	TOWNSELL, KAITLYN
1707-0515	NOISE COMPLAINT		KENN	22:18:07 07/11/17	UNF	COBB COUNTY DISPATCH,
1707-0468	DISCHARGING FIR		KENN	00:10:25 07/11/17	CLO	COBB COUNTY DISPATCH,
1707-0351	DISCHARGING FIR	B	KENN	00:09:29 07/08/17	CAA	
1707-0078	ALARM-AUDIBLE		KENN	11:39:35 07/02/17	CLO	COBB COUNTY DISPATCH,
1707-0068	ILLEGAL DRUGS		KENN	00:31:08 07/02/17	UNF	
1707-0064	NOISE COMPLAINT		KENN	00:08:20 07/02/17	CLO	MANNING, CAROLINE
3343	AUTO ACCIDENT		CCPD	19:15:43 06/27/17	ACT	COBB COUNTY DISPATCH,
1706-1073	AUTO ACCIDENT	B	KENN	19:15:43 06/27/17	CLO	COBB COUNTY DISPATCH,
3341	NOISE COMPLAINT		KSU	00:35:55 06/24/17	ACT	ANONYMOUS,
1706-0794	AUTO ACCIDENT	B	KENN	11:57:24 06/21/17	CLO	COBB COUNTY DISPATCH,
1706-0707	NOISE COMPLAINT		KENN	00:45:48 06/19/17	CLO	PERKINS, JEREMY JAMES
1706-0520	THEFT	B	KENN	09:36:38 06/14/17	ACT	VANDIVER, CARL
1706-0463	BUSINESS DISPUT		KENN	18:35:07 06/12/17	UNF	COBB COUNTY DISPATCH,
1706-0422	NOISE COMPLAINT		KENN	18:45:25 06/11/17	CLO	KRONINGER, ALLIE
1706-0395	NOISE COMPLAINT		KENN	23:16:14 06/10/17	CLO	CLARK, TIMOTHY
1706-0299	ANIMAL INVESTIG	B	KENN	00:18:46 06/09/17	ACT	SHUMPERT, RICK C
1706-0298	NOISE COMPLAINT		KENN	23:48:56 06/08/17	CLO	FITZGERALD, MORGAN
1706-0281	DOMESTIC DISPUT	B	KENN	16:09:11 06/08/17	ACT	
3335	THEFT		CCPD	08:54:37 06/08/17	ACT	MONETTE, THOMAS
1706-0264	THEFT	B	KENN	08:54:37 06/08/17	INA	MONETTE, THOMAS
1706-0241	WANTED PERSON	B	KENN	15:45:54 06/07/17	CAA	HELTON, ROBERT D
1706-0112	NOISE COMPLAINT	B	KENN	22:30:59 06/03/17	ACT	U CLUB,
1706-0076	THEFT	B	KENN	21:27:31 06/02/17	ACT	MANNING, DANIEL JOSEPH
3332	NOISE COMPLAINT		CCPD	01:34:26 06/02/17	ACT	MOORE, CONNER
1706-0041	NOISE COMPLAINT		KENN	01:34:26 06/02/17	CLO	MOORE, CONNER
1706-0040	ALARM-AUDIBLE	B	KENN	00:30:32 06/02/17	ACT	BARBER, TAREN
1706-0014	DOMESTIC DISPUT	B	KENN	13:06:43 06/01/17	ACT	
3331	VANDALISM/DAMAG		CCPD	10:35:53 06/01/17	ACT	COBB COUNTY DISPATCH,
1706-0010	VANDALISM/DAMAG	B	KENN	10:35:53 06/01/17	ACT	COBB COUNTY

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1705-1330	CONTACT PERSON		KENN	23:55:32 05/31/17	CLO	DISPATCH, EVANS, EMMA
1705-1129	FIGHT	B	KENN	23:06:39 05/26/17	CLO	
1705-1007	ILLEGAL DRUGS		KENN	14:38:44 05/24/17	UNF	REFUSED,
1705-0961	THEFT	B	KENN	16:36:58 05/23/17	INA	KARADE, NANIYA S
1705-0918	CONTACT PERSON		KENN	11:14:59 05/22/17	CLO	
1705-0901	ADMINISTRATIVE	B	KENN	01:17:33 05/22/17	ACT	COBB COUNTY DISPATCH,
1705-0741	BURGLARY	B	KENN	15:39:16 05/18/17	INA	
1705-0730	PERSON ARMED		KENN	08:19:12 05/18/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1705-0704	HIT AND RUN	B	KENN	16:45:09 05/17/17	INA	
1705-0687	STEALING OF/FRO	B	KENN	11:27:23 05/17/17	ACT	COBB COUNTY DISPATCH,
1705-0672	DISCHARGING FIR		KENN	23:35:00 05/16/17	CLO	
1705-0601	ALARM-AUDIBLE	B	KENN	07:16:23 05/15/17	CLO	DIGITAL TECHNOLOGIES,
1705-0564	STEALING OF/FRO	B	KENN	09:03:27 05/14/17	INA	KING, JOSH
1705-0510	ALARM-AUDIBLE	B	KENN	00:26:19 05/13/17	CLO	
1705-0471	ALARM-AUDIBLE	B	KENN	23:31:53 05/11/17	ACT	U CLUB,
1705-0341	NOISE COMPLAINT		KENN	01:13:23 05/09/17	CLO	COLE, CHRISTON
1705-0293	THEFT	B	KENN	01:13:53 05/08/17	INA	
1705-0246	NOISE COMPLAINT		KENN	02:16:54 05/07/17	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1705-0243	NOISE COMPLAINT		KENN	01:13:48 05/07/17	UNF	REFUSED,
1705-0237	FIRE		KENN	21:31:16 05/06/17	CLO	
1705-0222	ASSAULT	B	KENN	16:30:26 05/06/17	INA	SUMMERVILLE, SARA NOELLE
1705-0002	NOISE COMPLAINT		KENN	00:58:07 05/01/17	CLO	UCLUB,
1704-1165	AUTO ACCIDENT	B	KENN	23:25:51 04/30/17	CLO	
1704-1161	PERSON ARMED		KENN	20:38:33 04/30/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1704-1148	VANDALISM/DAMAG	B	KENN	12:18:47 04/30/17	ACT	DOSSANI, NATASHA
1704-1088	NOISE COMPLAINT		KENN	02:05:59 04/29/17	CLO	
1704-1082	ALARM-AUDIBLE	B	KENN	23:26:43 04/28/17	ACT	COBB COUNTY DISPATCH,
1704-1034	ALARM-AUDIBLE	B	KENN	00:55:54 04/28/17	ACT	COBB COUNTY DISPATCH,
1704-1033	NOISE COMPLAINT		KENN	00:28:04 04/28/17	UNF	COBB COUNTY DISPATCH,
1704-0958	NOISE COMPLAINT		KENN	00:06:16 04/26/17	CLO	BARRETT, AMY
1704-0873	DOMESTIC DISPUT	B	KENN	19:47:58 04/23/17	ACT	
1704-0751	SUSPICIOUS PERS		KENN	22:24:51 04/20/17	UNF	ALVAREZ, MICHAEL
3312	DISCHARGING FIR		CCPD	21:17:59 04/19/17	ACT	WOOD, BRITTNEY
1704-0703	DISCHARGING FIR	B	KENN	21:17:59 04/19/17	ACT	WOOD, BRITTNEY
1704-0645	TRESPASSING	B	KENN	11:06:31 04/18/17	INA	WALKER, SHARONDA
1704-0558	UNWELCOME VISIT	B	KENN	00:35:55 04/16/17	ACT	RAY, BRITTANY NICOLE
1704-0543	AUTO ACCIDENT	B	KENN	17:01:46 04/15/17	CLO	DASTUR, KATY
1704-0537	THEFT	B	KENN	14:48:40 04/15/17	INA	
1704-0464	THEFT	B	KENN	14:04:26 04/13/17	INA	COBB COUNTY DISPATCH,
1704-0274	ALARM-AUDIBLE	B	KENN	23:57:33 04/07/17	ACT	COBB COUNTY DISPATCH,
1704-0264	BUSINESS DISPUT	B	KENN	18:28:37 04/07/17	ACT	DUDLEY, EDWARD A
1704-0077	CONTACT PERSON	B	KENN	19:54:04 04/02/17	ACT	

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1704-0001	ALARM-AUDIBLE	B	KENN	00:18:34 04/01/17	ACT	BARBER, PAM
1703-1244	NOISE COMPLAINT		KENN	01:45:20 03/31/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1703-1234	ILLEGAL DRUGS		KENN	21:18:24 03/30/17	UNF	HAWKINS, QUANISHA
1703-1036	NOISE COMPLAINT	B	KENN	00:55:27 03/26/17	ACT	ALMOND, RACHEL
1703-1003	NOISE COMPLAINT		KENN	01:19:40 03/25/17	CLO	STEPHENS, KENNEDY
1703-0985	ADMINISTRATIVE		KENN	16:10:46 03/24/17	CLO	Knox, Jeffrey
1703-0972	AUTO ACCIDENT	B	KENN	12:03:58 03/24/17	ACT	ROBERTS, ELIZABETH
1703-0954	NOISE COMPLAINT		KENN	01:24:47 03/24/17	CLO	LEIGH, KATIE
1703-0942	RAPE	B	KENN	20:31:36 03/23/17	CLO	MARIETTA POLICE DEPT,
1703-0869	WANTED PERSON	B	KENN	12:23:06 03/22/17	CAA	WILSON, MATT
1703-0779	THEFT	B	KENN	23:09:18 03/19/17	ACT	JOHNSON, EARLY
1703-0757	ILLEGAL DRUGS	B	KENN	02:09:58 03/19/17	CAA	ALVAREZ, MICHAEL
1703-0751	NOISE COMPLAINT	B	KENN	23:17:00 03/18/17	ACT	REFUSED,
1703-0704	RAPE	B	KENN	00:55:36 03/18/17	CAA	YOUNG, TARA LYNN
1703-0673	AUTO ACCIDENT	B	KENN	13:49:37 03/17/17	CLO	BANKS, ROBERT BAILEY
1703-0650	ALARM-AUDIBLE	B	KENN	00:29:30 03/17/17	ACT	BARBER, PAM
1703-0527	WANTED PERSON	B	KENN	12:29:02 03/14/17	CAA	
1703-0524	UNWELCOME VISIT	B	KENN	11:23:43 03/14/17	ACT	TAYLOR, SARAH ELIZABETH
1703-0467	HARASSING/OBSCE	B	KENN	16:40:29 03/12/17	ACT	YOUNG, ESTER S
1703-0451	NOISE COMPLAINT		KENN	01:28:02 03/12/17	CLO	MCARVER, CHRISTINA
1703-0424	WELFARE CHECK		KENN	02:17:41 03/11/17	UNF	RICKS, RICHARD
1703-0262	DISCHARGING FIR		KENN	18:16:36 03/07/17	UNF	REFUSED,
1703-0219	NOISE COMPLAINT		KENN	02:14:07 03/07/17	CLO	TAYLOR, BRITTANI
1703-0198	VANDALISM/DAMAG	B	KENN	15:28:36 03/06/17	ACT	JOHNSTON, CHRISTY
1703-0155	NOISE COMPLAINT		KENN	00:50:51 03/05/17	CLO	AGUILA, SOCORRO HARO
1703-0152	ALCOHOL VIOLATI	B	KENN	00:26:16 03/05/17	ACT	COLE, CHRISTON
1703-0119	ILLEGAL DRUGS	B	KENN	01:13:31 03/04/17	CAA	
1703-0117	NOISE COMPLAINT		KENN	00:38:19 03/04/17	CLO	U CLUB,
1703-0115	ALARM-AUDIBLE	B	KENN	23:42:42 03/03/17	ACT	BARBER, TARRAN
1702-1102	VANDALISM/DAMAG	B	KENN	16:30:27 02/28/17	ACT	TROYE, BRYAN
1702-1096	ILLEGAL DRUGS	B	KENN	14:52:58 02/28/17	ACT	OBRIEN, JUSTIN
1702-0994	ADMINISTRATIVE	B	KENN	18:28:09 02/25/17	CLO	BIHARI, ZACHARY T
1702-0919	SUSPICIOUS PERS	B	KENN	21:41:47 02/23/17	ACT	KSU PD,
1702-0821	STEALING OF/FRO	B	KENN	10:14:45 02/21/17	INA	SIUM, ARIAM
1702-0728	NOISE COMPLAINT		KENN	20:59:31 02/18/17	CLO	
1702-0650	WELFARE CHECK	B	KENN	23:32:17 02/16/17	ACT	COBB COUNTY DISPATCH,
1702-0598	VANDALISM/DAMAG	B	KENN	12:00:22 02/15/17	ACT	JOSEPH, KENDALL MONTGOMERY
1702-0583	WELFARE CHECK		KENN	21:18:15 02/14/17	UNF	COBB COUNTY DISPATCH,
1702-0535	BUSINESS DISPUT	B	KENN	15:04:56 02/14/17	ACT	SNYDER, JAMES FREDERICK
1702-0531	WANTED PERSON	B	KENN	12:13:26 02/14/17	CAA	HELTON, ROBERT D
1702-0408	NOISE COMPLAINT		KENN	01:05:43 02/11/17	CLO	ROBERTS, ELIZABETH
1702-0293	ALARM-AUDIBLE	B	KENN	23:25:38 02/08/17	ACT	DIGITAL TECHNOLOGIES,
1702-0226	ILLEGAL DRUGS	B	KENN	00:41:06 02/07/17	CAA	MARTIN, ZOE

3995 Frey Rd

1702-0205	ILLEGAL DRUGS		KENN	12:56:39 02/06/17	UNF	JOHNSON, PARIS
1702-0119	WELFARE CHECK		KENN	02:34:16 02/04/17	CLO	COBB COUNTY DISPATCH,
1702-0072	NOISE COMPLAINT		KENN	00:41:19 02/03/17	CLO	U CLUB,
1702-0066	NOISE COMPLAINT		KENN	22:45:43 02/02/17	UNF	COBB COUNTY DISPATCH,
1702-0044	VANDALISM/DAMAG	B	KENN	07:59:13 02/02/17	INA	JONES, AMANDA
1701-1236	VANDALISM/DAMAG	B	KENN	08:28:35 01/31/17	ACT	DOWNS, TAYLOR
1701-1230	THREATS	B	KENN	21:44:38 01/30/17	INA	
1701-1213	THEFT	B	KENN	15:59:14 01/30/17	INA	SMITH, CHRISTOPHER
1701-1133	THEFT	B	KENN	15:27:02 01/28/17	INA	COBB COUNTY DISPATCH,
1701-1094	ALARM-AUDIBLE		KENN	18:41:11 01/27/17	CNL	DIGITAL TECHNOLOGY,
1701-1073	ILLEGAL DRUGS		KENN	10:08:03 01/27/17	UNF	JOHNSON, PARIS
1701-1068	NOISE COMPLAINT		KENN	03:02:30 01/27/17	UNF	U CLUB,
1701-0911	ILLEGAL DRUGS		KENN	20:24:13 01/22/17	CLO	SALAKO, ADUNNI VASHTA
1701-0907	ILLEGAL DRUGS	B	KENN	19:22:06 01/22/17	ACT	JOHNSON, PARIS
1701-0653	911 HANGUP		KENN	10:14:02 01/17/17	CLO	ACC OP FREY - UCLUB POOL,
1701-0633	ILLEGAL DRUGS	B	KENN	20:13:54 01/16/17	ACT	SALAKO, ADUNNI VASHTA
1701-0570	NOISE COMPLAINT		KENN	23:38:15 01/14/17	CLO	STEVENS, KENNEDY
1701-0507	RAPE	B	KENN	11:49:14 01/13/17	INA	SMITH, TONYA
1701-0422	ILLEGAL DRUGS		KENN	10:30:53 01/11/17	CLO	
1701-0366	VANDALISM/DAMAG	B	KENN	18:14:23 01/09/17	ACT	LEONE, COURTNEY GAIL
1701-0331	ALCOHOL VIOLATI	B	KENN	01:49:50 01/09/17	CAA	AGUILA, SOCORRO HARO
1701-0317	AUTO ACCIDENT		KENN	19:25:39 01/08/17	CLO	BARNES, CORTNEY
3271	AUTO ACCIDENT		CCPD	19:10:40 01/08/17	ACT	BARNES, CORTNEY
1701-0312	AUTO ACCIDENT	B	KENN	18:01:51 01/08/17	CLO	SHAMLEY, JADA
1701-0301	AUTO ACCIDENT	B	KENN	14:17:37 01/08/17	CLO	KIRKLAND, TAYLOR
1701-0165	STOLEN VEHICLE	B	KENN	14:11:10 01/05/17	INA	LOCH, JOSEPH ANTHONY
1701-0085	VANDALISM/DAMAG	B	KENN	12:08:20 01/03/17	CLO	JONES, AMANDA

West 22
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Record List - Total:699

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
2003-0868	DOMESTIC DISPUT	B	KENN	14:57:18 03/27/20	ACT	
2003-0824	NOISE COMPLAINT		KENN	17:20:07 03/25/20	CLO	
2003-0786	SUSPICIOUS AUTO	B	KENN	11:25:33 03/23/20	ACT	
2003-0723	ASSAULT	B	KENN	01:55:52 03/21/20	CAA	
2003-0706	NOISE COMPLAINT		KENN	17:15:17 03/20/20	CLO	
2003-0694	PERSON SHOT	B	KENN	09:32:45 03/20/20	ACT	
2003-0684	NOISE COMPLAINT		KENN	21:57:18 03/19/20	CLO	
2003-0673	VANDALISM/DAMAG	B	KENN	16:42:05 03/19/20	ACT	
2003-0559	VANDALISM/DAMAG	B	KENN	16:11:56 03/15/20	ACT	
2003-0486	VANDALISM/DAMAG	B	KENN	17:39:21 03/13/20	ACT	
2003-0425	FORGERY	B	KENN	09:33:50 03/12/20	ACT	
2003-0377	NOISE COMPLAINT		KENN	01:38:54 03/11/20	CLO	
2003-0372	ILLEGAL PARKING	B	KENN	21:42:08 03/10/20	ACT	
2003-0367	ILLEGAL PARKING		KENN	19:02:29 03/10/20	CLO	
2003-0325	NOISE COMPLAINT		KENN	20:04:36 03/09/20	ACT	
2003-0286	DISORDERLY JUV	B	KENN	23:58:10 03/08/20	CJA	
2003-0278	VANDALISM/DAMAG	B	KENN	17:12:46 03/08/20	CLO	
2003-0269	PERSON SCREAMIN	B	KENN	03:24:18 03/08/20	ACT	
2003-0257	NOISE COMPLAINT	B	KENN	20:54:30 03/07/20	UNF	
2003-0028	THEFT	B	KENN	19:49:38 03/01/20	CAA	
2003-0018	THEFT	B	KENN	15:50:06 03/01/20	CLO	
2003-0013	DOMESTIC DISPUT	B	KENN	14:29:36 03/01/20	ACT	
2002-1014	NOISE COMPLAINT		KENN	00:15:26 02/29/20	CLO	
2002-0957	VANDALISM/DAMAG	B	KENN	16:03:32 02/27/20	CLO	
2002-0897	AUTO ACCIDENT	B	KENN	19:53:04 02/25/20	CLO	
2002-0691	NOISE COMPLAINT		KENN	01:28:59 02/20/20	CLO	
2002-0573	VANDALISM/DAMAG	B	KENN	23:16:15 02/16/20	ACT	
2002-0556	SUSPICIOUS PERS	B	KENN	02:19:43 02/16/20	ACT	
2002-0553	FIRE	B	KENN	00:26:32 02/16/20	ACT	
2002-0475	ILLEGAL PARKING		KENN	00:53:26 02/14/20	CLO	
2002-0437	SUSPICIOUS PERS		KENN	01:26:09 02/13/20	UNF	
2002-0294	NOISE COMPLAINT		KENN	02:21:36 02/09/20	CLO	
2002-0278	NOISE COMPLAINT		KENN	15:24:17 02/08/20	CLO	
2002-0258	SUSPICIOUS PERS		KENN	01:04:26 02/08/20	CLO	
2002-0257	NOISE COMPLAINT		KENN	00:27:07 02/08/20	CLO	
2002-0254	NOISE COMPLAINT		KENN	22:26:41 02/07/20	CLO	
2002-0207	SUSPICIOUS PERS	B	KENN	19:37:48 02/06/20	ACT	
2002-0172	WELFARE CHECK	B	KENN	23:09:56 02/05/20	ACT	
2002-0159	VANDALISM/DAMAG	B	KENN	15:44:11 02/05/20	ACT	
2002-0039	SUSPICIOUS PERS	B	KENN	05:33:01 02/02/20	ACT	
2002-0033	BURGLAR IN RESI	B	KENN	01:16:00 02/02/20	INA	
2001-1014	NOISE COMPLAINT		KENN	23:11:37 01/29/20	CLO	
2001-0981	TRAFFIC STOPKPD		KENN	01:17:37 01/29/20	CLO	
2001-0947	AUTO ACCIDENT	B	KENN	11:04:41 01/28/20	CLO	
2001-0941	ILLEGAL PARKING		KENN	08:28:42 01/28/20	CLO	
2001-0901	SUSPICIOUS AUTO		KENN	01:10:00 01/27/20	CLO	
2001-0881	NOISE COMPLAINT		KENN	03:48:42 01/26/20	CLO	
2001-0841	NOISE COMPLAINT		KENN	23:41:15 01/24/20	CLO	
2001-0840	NOISE COMPLAINT		KENN	23:08:36 01/24/20	CLO	
2001-0805	FIGHT	B	KENN	04:47:38 01/24/20	ACT	
2001-0755	NOISE COMPLAINT		KENN	00:04:41 01/23/20	CLO	
2001-0542	VANDALISM/DAMAG	B	KENN	08:05:38 01/17/20	ACT	
2001-0369	NOISE COMPLAINT		KENN	00:06:13 01/12/20	CLO	
2001-0295	DOMESTIC DISPUT		KENN	02:13:10 01/10/20	CLO	
2001-0277	AUTO ACCIDENT		KENN	13:45:39 01/09/20	CLO	
2001-0264	SUSPICIOUS PERS		KENN	23:39:55 01/08/20	CLO	
2001-0246	BOLO		KENN	13:16:45 01/08/20	CLO	

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2001-0138	ILLEGAL PARKING		KENN	08:39:14 01/05/20	CLO	
2001-0134	PERSON SCREAMIN		KENN	01:45:47 01/05/20	CLO	
2001-0069	DISCHARGING FIR	B	KENN	02:57:07 01/03/20	ACT	
2001-0036	UNWELCOME VISIT	B	KENN	23:10:43 01/01/20	ACT	
1912-1007	BUSINESS DISPUT	B	KENN	22:45:15 12/28/19	ACT	
1912-0934	AUTO ACCIDENT	B	KENN	16:18:52 12/26/19	CLO	
1912-0871	911 HANGUP		KENN	15:56:46 12/24/19	CLO	
1912-0514	STEALING OF/FRO	B	KENN	12:15:24 12/15/19	INA	
1912-0509	STEALING OF/FRO	B	KENN	09:23:17 12/15/19	INA	
1912-0505	WELFARE CHECK		KENN	06:04:22 12/15/19	CLO	
1912-0461	NOISE COMPLAINT		KENN	00:23:08 12/14/19	CLO	
1912-0431	VANDALISM/DAMAG	B	KENN	00:03:48 12/13/19	INA	
1912-0367	NOISE COMPLAINT		KENN	23:39:29 12/10/19	CLO	
1912-0334	FIRE		KENN	00:04:54 12/10/19	CLO	
1912-0293	SUSPICIOUS PERS		KENN	21:42:48 12/08/19	UNF	
1912-0262	ILLEGAL PARKING		KENN	02:55:35 12/08/19	CLO	
1912-0254	ALCOHOL VIOLATI		KENN	22:31:54 12/07/19	CLO	
1912-0216	NOISE COMPLAINT		KENN	23:40:16 12/06/19	CLO	
1912-0212	DOMESTIC DISPUT	B	KENN	21:37:12 12/06/19	ACT	
1912-0172	ALARM-AUDIBLE		KENN	04:18:33 12/06/19	CLO	
1912-0171	BOLO		KENN	03:10:04 12/06/19	CLO	
1912-0135	WELFARE CHECK	B	KENN	10:36:43 12/05/19	CLO	AMICA, JAMES
1912-0090	WELFARE CHECK		KENN	01:10:39 12/04/19	CLO	
1912-0079	SUSPICIOUS PERS		KENN	17:46:53 12/03/19	CLO	
1912-0067	CONTACT PERSON	A	KENN	10:55:39 12/03/19	ACT	
1912-0028	ALARM-AUDIBLE	B	KENN	08:34:55 12/02/19	ACT	
1912-0012	ALARM-AUDIBLE	B	KENN	17:27:22 12/01/19	ACT	
1911-1063	TRESPASSING	B	KENN	17:00:13 11/28/19	CAA	
1911-0965	MISSING PERSON	B	KENN	17:41:47 11/25/19	CLO	
1911-0667	BURGLARY	B	KENN	01:29:58 11/18/19	INA	
1911-0631	PERSON DOWN		KENN	03:07:37 11/17/19	UNF	
1911-0623	ALCOHOL VIOLATI	B	KENN	23:19:45 11/16/19	CAA	
1911-0613	SUSPICIOUS AUTO		KENN	18:08:52 11/16/19	UNF	
1911-0547	TRESPASSING	B	KENN	05:28:53 11/15/19	ACT	
1911-0546	OPEN WINDOW/DOO	B	KENN	22:29:43 11/14/19	ACT	
1911-0525	BUSINESS DISPUT	B	KENN	09:24:31 11/14/19	ACT	
1911-0490	AUTO ACCIDENT	B	KENN	08:47:57 11/13/19	CLO	
1911-0484	FIRE	B	KENN	02:30:27 11/13/19	ACT	
1911-0425	AUTO ACCIDENT	B	KENN	14:35:22 11/11/19	CLO	
1911-0356	WELFARE CHECK	B	KENN	17:46:07 11/09/19	ACT	
1911-0230	WELFARE CHECK	B	KENN	17:35:57 11/06/19	ACT	COBB COUNTY DISPATCH,
1911-0223	HIT AND RUN	B	KENN	15:16:44 11/06/19	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1911-0106	VANDALISM/DAMAG	B	KENN	16:52:08 11/03/19	ACT	
1917473	VANDALISM/DAMAG		AWTH	16:52:08 11/03/19	ACT	
1910-1115	SUSPICIOUS AUTO		KENN	22:34:13 10/31/19	CLO	
1910-1072	NOISE COMPLAINT		KENN	01:11:09 10/31/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-1034	NOISE COMPLAINT	B	KENN	01:02:50 10/30/19	ACT	
1910-0945	VANDALISM/DAMAG	B	KENN	12:04:45 10/27/19	ACT	
1910-0786	DISORDERLY PERS	B	KENN	01:42:20 10/23/19	ACT	
1910-0739	WELFARE CHECK		KENN	19:41:29 10/21/19	CLO	
1910-0690	VANDALISM/DAMAG	B	KENN	13:25:50 10/20/19	CLO	WEIR, RICHARD TYLER
1910-0647	NOISE COMPLAINT	B	KENN	02:36:13 10/19/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0638	HARASSING/OBSCE	B	KENN	21:47:22 10/18/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J

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1910-0570	NOISE COMPLAINT		KENN	21:36:16 10/16/19	UNF	GRAHAM, ANDREW KIRKLAND
1910-0546	NOISE COMPLAINT		KENN	23:03:46 10/15/19	CLO	
1910-0514	WELFARE CHECK		KENN	11:13:35 10/15/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1910-0501	NOISE COMPLAINT		KENN	23:36:44 10/14/19	CLO	
1910-0444	BUSINESS DISPUT	B	KENN	14:33:18 10/13/19	ACT	WALKER, BROOKE
1910-0388	NOISE COMPLAINT		KENN	21:45:08 10/11/19	CLO	
1910-0362	NOISE COMPLAINT		KENN	02:29:54 10/11/19	CLO	
1910-0361	ILLEGAL PARKING		KENN	02:00:50 10/11/19	CLO	
1910-0360	ILLEGAL PARKING		KENN	01:49:30 10/11/19	CLO	MCGHEE, JEREMY QUANTEE
1910-0359	CONTACT PERSON	B	KENN	01:40:16 10/11/19	ACT	
1910-0355	NOISE COMPLAINT		KENN	23:34:31 10/10/19	CLO	
1910-0258	NOISE COMPLAINT		KENN	01:37:48 10/08/19	CLO	
1910-0256	ILLEGAL PARKING		KENN	00:15:05 10/08/19	CLO	
1910-0206	STEALING OF/FRO	B	KENN	13:41:12 10/06/19	INA	ADAMS, ALLISON LOUISE
1910-0190	NOISE COMPLAINT		KENN	22:45:05 10/05/19	CLO	
1910-0117	Found Property		KENN	00:07:24 10/04/19	UNF	
1910-0114	SUSPICIOUS PERS	B	KENN	21:16:57 10/03/19	CAA	
1909-1198	VANDALISM/DAMAG	B	KENN	20:52:47 09/30/19	ACT	
1909-1184	AUTO ACCIDENT	B	KENN	12:29:21 09/30/19	CLO	COBB COUNTY DISPATCH,
1909-1128	ILLEGAL PARKING		KENN	16:02:45 09/28/19	UNF	MCCRORY, JILLIAN SCOTT
1909-0994	ILLEGAL PARKING		KENN	00:44:04 09/25/19	CLO	
1909-0988	NOISE COMPLAINT		KENN	22:10:53 09/24/19	CLO	
1909-0913	ILLEGAL PARKING		KENN	21:01:10 09/22/19	CLO	
1909-0842	NOISE COMPLAINT		KENN	23:44:47 09/20/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1909-0840	BOLO		KENN	22:34:21 09/20/19	CNL	COBB COUNTY DISPATCH,
1909-0807	CONTACT PERSON	B	KENN	23:23:00 09/19/19	ACT	
1909-0805	NOISE COMPLAINT		KENN	22:09:20 09/19/19	CLO	
1909-0286	AUTO ACCIDENT		KENN	14:48:59 09/07/19	CNL	SOWE, MAIMUNA
1909-0285	CONTACT PERSON	B	KENN	14:45:24 09/07/19	CLO	DAVLIN, LAUREN
1909-0207	ILLEGAL PARKING	B	KENN	00:22:31 09/06/19	ACT	
1909-0205	NOISE COMPLAINT		KENN	22:01:17 09/05/19	CLO	HALBROOKS, VELENA
1909-0163	ILLEGAL PARKING		KENN	22:19:31 09/04/19	CLO	FITZPATRICK, KAEMMERLE
1909-0140	DISCHARGING FIR		KENN	18:32:39 09/04/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1909-0050	NOISE COMPLAINT		KENN	18:07:05 09/02/19	UNF	
1909-0049	ALCOHOL VIOLATI	B	KENN	17:20:39 09/02/19	ACT	
1908-1253	CONTACT PERSON		KENN	14:00:26 08/31/19	UNF	CHAPMAN, JOHN
1908-1244	STEALING OF/FRO	B	KENN	10:50:27 08/31/19	INA	AMMAN, LAUREN
1908-1243	ILLEGAL PARKING		KENN	08:53:29 08/31/19	CLO	BURNS, T
1908-1241	CONTACT PERSON	B	KENN	08:26:09 08/31/19	ACT	CANNON, TYSHON
1908-1238	FIGHT	B	KENN	02:57:53 08/31/19	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-1197	WELFARE CHECK		KENN	01:32:07 08/30/19	CLO	
1908-1151	WELFARE CHECK		KENN	23:39:21 08/28/19	CLO	
1908-1097	ILLEGAL PARKING	B	KENN	22:13:03 08/27/19	ACT	
1908-1096	ILLEGAL PARKING		KENN	22:12:43 08/27/19	CNL	
1908-1095	ILLEGAL PARKING		KENN	22:11:55 08/27/19	CNL	
1908-1023	ILLEGAL PARKING		KENN	23:06:17 08/25/19	UNF	CONCERNED CITIZEN (DO NOT

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						CHANGE), J
1908-1018	PERSON DRUNK	B	KENN	20:48:14 08/25/19	ACT	COBB COUNTY DISPATCH,
1908-1005	RECKLESS CONDUC	B	KENN	15:54:31 08/25/19	CLO	BASS, CRYSTAL
1908-0966	TRAFFIC STOP	B	KENN	18:59:46 08/24/19	ACT	MCGHEE, JEREMY QUANTEE
1908-0783	NOISE COMPLAINT		KENN	21:58:40 08/20/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0749	ILLEGAL PARKING		KENN	09:03:25 08/20/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0745	SUICIDE ATTEMPT	B	KENN	02:56:07 08/20/19	ACT	
1908-0742	ILLEGAL PARKING		KENN	00:13:01 08/20/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0665	NOISE COMPLAINT		KENN	02:10:11 08/18/19	CLO	
1908-0657	NOISE COMPLAINT		KENN	21:50:44 08/17/19	CLO	GRAHAM, ANDREW KIRKLAND
1908-0595	ILLEGAL PARKING		KENN	13:46:18 08/16/19	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1908-0558	UNWELCOME VISIT	B	KENN	13:42:04 08/15/19	CLO	COBB COUNTY DISPATCH,
1908-0517	STEALING OF/FRO	B	KENN	06:52:37 08/14/19	INA	WHITAKER, MEGAN ASHLEIGH
1908-0513	ANIMAL INVESTIG		KENN	23:57:58 08/13/19	CLO	FITZPATRICK, KAEMMERLE
1908-0442	VANDALISM/DAMAG	B	KENN	12:12:06 08/12/19	ACT	SMITH, SUMMER
1908-0397	ILLEGAL PARKING		KENN	21:17:54 08/10/19	CLO	MCCRORY, JILLIAN SCOTT
1907-0896	THEFT		KENN	08:42:35 07/25/19	CNL	EGONA, OGHALE NICHOLAS
1907-0871	THEFT	B	KENN	17:46:20 07/24/19	INA	LICADA, CHET
1907-0619	BUSINESS DISPUT	B	KENN	16:30:50 07/17/19	CLO	
1907-0481	NOISE COMPLAINT		KENN	18:06:34 07/13/19	UNF	GRAHAM, ANDREW KIRKLAND
1907-0454	WELFARE CHECK	B	KENN	00:26:05 07/13/19	ACT	
1907-0407	WANTED PERSON	B	KENN	23:16:01 07/11/19	CAA	SBALDIGI, G
1907-0401	ADMINISTRATIVE		KENN	19:38:56 07/11/19	CLO	KSU PD,
1907-0316	AUTO ACCIDENT	B	KENN	07:21:20 07/09/19	CLO	ROBINSON, PARKER WINSTON
1907-0296	ASSAULT	B	KENN	13:58:52 07/08/19	CLO	HENEGAR, ZACHARY
1906-1146	PERSON DRUNK	B	KENN	21:20:36 06/30/19	ACT	
1906-1096	PERSON SCREAMIN		KENN	02:44:13 06/29/19	UNF	ANONYMOUS,
1906-0991	NOISE COMPLAINT		KENN	00:17:31 06/26/19	UNF	
1906-0636	ANIMAL INVESTIG		KENN	23:22:55 06/16/19	CNL	COBB COUNTY DISPATCH,
1906-0575	ALCOHOL VIOLATI	B	KENN	04:34:36 06/15/19	CLO	
1906-0510	NOISE COMPLAINT		KENN	00:01:42 06/14/19	UNF	WILKERSON, ELI
1906-0442	SUSPICIOUS PERS	B	KENN	09:33:05 06/12/19	CAA	
1906-0434	NOISE COMPLAINT		KENN	00:10:54 06/12/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1906-0410	VANDALISM/DAMAG	B	KENN	11:53:06 06/11/19	INA	NGUYEN, KELLY
1906-0374	HIT AND RUN	B	KENN	12:18:45 06/10/19	CAA	WERNER, JAYDE
1906-0200	NOISE COMPLAINT		KENN	03:56:59 06/06/19	CLO	
1906-0156	NOISE COMPLAINT		KENN	00:53:43 06/05/19	CLO	
1905-1225	VANDALISM/DAMAG	B	KENN	19:42:38 05/30/19	ACT	FIELDS, VICTORIA
1905-1156	SUSPICIOUS PERS		KENN	03:45:40 05/29/19	CLO	BOBO, NICHOLAS L
1905-1155	SUSPICIOUS PERS	B	KENN	03:10:39 05/29/19	ACT	

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1905-1149	NOISE COMPLAINT		KENN	23:35:33 05/28/19	UNF	ANONYMOUS,
1905-1118	HIT AND RUN	B	KENN	10:07:21 05/28/19	CLO	JACKSON, CARTER LEE
1905-1095	THEFT	B	KENN	21:21:03 05/27/19	INA	
1905-1090	FIREWORKS		KENN	19:36:34 05/27/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-1089	ILLEGAL DRUGS		KENN	19:20:55 05/27/19	CLO	
1905-1087	FIGHT		KENN	19:08:52 05/27/19	CLO	
1905-1081	WELFARE CHECK		KENN	17:10:12 05/27/19	UNF	MOODY, JACOB THOMAS
1905-1053	DOMESTIC DISPUT		KENN	18:30:46 05/26/19	UNF	
1905-1003	WELFARE CHECK	B	KENN	11:08:41 05/25/19	ACT	KRAHL, DAVID PAUL
3707	WELFARE CHECK		METR	11:08:41 05/25/19	ACT	KRAHL, DAVID PAUL
1905-0928	SICK CALL		KENN	11:31:43 05/23/19	CLO	WEST 22,
1905-0819	CONTACT PERSON	B	KENN	15:33:25 05/20/19	ACT	
1905-0742	NOISE COMPLAINT		KENN	19:41:00 05/18/19	CLO	WEST 22,
1905-0735	WELFARE CHECK		KENN	16:06:52 05/18/19	UNF	REFUSED,
1905-0648	CONTACT PERSON	B	KENN	17:54:53 05/16/19	ACT	WEST 22,
1905-0629	THEFT	B	KENN	09:13:24 05/16/19	CLO	
1905-0617	DISCHARGING FIR		KENN	23:00:54 05/15/19	UNF	
1905-0516	STOLEN VEHICLE		KENN	14:35:49 05/13/19	CLO	BUGGS, ANDREA
1905-0497	ALARM-AUDIBLE	B	KENN	00:11:46 05/13/19	ACT	LOUD SECURITY,
1905-0495	PUBLIC INDECENC		KENN	22:40:48 05/12/19	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1905-0493	911 HANGUP		KENN	20:55:02 05/12/19	CLO	BUTLER, JONATHAN TRAVARIUS
1905-0466	PERSON SCREAMIN		KENN	00:08:57 05/12/19	UNF	
1905-0258	AUTO ACCIDENT	B	KENN	10:56:21 05/07/19	CLO	
1905-0047	NOISE COMPLAINT		KENN	23:24:59 05/01/19	CLO	
1905-0038	ADMINISTRATIVE	B	KENN	19:11:19 05/01/19	ACT	
1905-0020	WELFARE CHECK	B	KENN	13:40:11 05/01/19	ACT	
1905-0006	SUSPICIOUS PERS		KENN	03:56:42 05/01/19	CLO	
1904-1119	ASSAULT	B	KENN	13:23:13 04/30/19	CAA	JOHNSON, DEMEI LANEA
1904-1048	BURGLARY	B	KENN	00:40:56 04/29/19	CAA	
1904-1006	THEFT	B	KENN	21:35:31 04/27/19	INA	
1904-1005	ILLEGAL DRUGS	B	KENN	21:33:42 04/27/19	CAA	HALE, JOSHUA ALAN
1904-1003	DISORDERLY PERS	B	KENN	21:15:51 04/27/19	CAA	SBALDIGI, G
1904-1002	CONTACT PERSON	B	KENN	20:42:09 04/27/19	ACT	
1904-0999	WELFARE CHECK		KENN	19:46:26 04/27/19	CLO	WEST 22,
1904-0883	NOISE COMPLAINT		KENN	00:50:28 04/25/19	CLO	REFUSED,
1904-0818	VANDALISM/DAMAG	B	KENN	11:30:28 04/23/19	CLO	SANCHEZ, AYLIN ALEJANDRA
1904-0812	ADMINISTRATIVE		KENN	04:53:14 04/23/19	CLO	
1904-0750	WELFARE CHECK	B	KENN	16:50:14 04/21/19	ACT	
1904-0743	THREATS	B	KENN	03:18:55 04/21/19	ACT	
1904-0702	SUSPICIOUS PERS		KENN	00:26:29 04/20/19	CLO	
1904-0693	AUTO ACCIDENT	B	KENN	17:16:47 04/19/19	CLO	
1904-0649	BUSINESS DISPUT	B	KENN	21:16:36 04/18/19	ACT	STEKETEE, N J
1904-0646	ILLEGAL DRUGS	B	KENN	19:42:42 04/18/19	CAA	
1904-0621	NOISE COMPLAINT		KENN	23:25:15 04/17/19	CLO	
1904-0608	THEFT	B	KENN	18:34:06 04/17/19	INA	GOODAKER, SYDNEY KAY
1904-0546	HARASSING/OBSCE	B	KENN	15:26:31 04/16/19	INA	
1904-0533	NOISE COMPLAINT		KENN	01:37:58 04/16/19	CLO	
1904-0509	HARASSING/OBSCE	B	KENN	16:18:45 04/15/19	INA	JONES, JAKNAE
1904-0380	VANDALISM/DAMAG	B	KENN	09:33:46 04/12/19	ACT	
1904-0324	NOISE COMPLAINT		KENN	23:08:34 04/10/19	CLO	CONCERNED

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						CITIZEN (DO NOT CHANGE), J
1904-0320	NOISE COMPLAINT		KENN	22:28:54 04/10/19	CLO	HALBROOKS, VELENA
1904-0312	DISORDERLY PERS	B	KENN	17:49:11 04/10/19	ACT	RADNEY, CARSON
1904-0104	SUSPICIOUS PERS	B	KENN	14:27:35 04/04/19	ACT	
1904-0088	ALCOHOL VIOLATI	B	KENN	01:45:31 04/04/19	ACT	REFUSED,
1904-0054	WELFARE CHECK	B	KENN	23:52:41 04/02/19	CAA	
1903-1066	HARASSING/OBSCE	B	KENN	19:47:40 03/30/19	ACT	
1903-1042	ILLEGAL DRUGS	B	KENN	23:41:23 03/29/19	CAA	BARTON, ADRIAN
1903-1010	ALCOHOL VIOLATI	B	KENN	03:12:07 03/29/19	CAA	MCGHEE, JEREMY QUANTEE
1903-0982	ILLEGAL DRUGS	B	KENN	09:22:58 03/28/19	ACT	Crime Stoppers Greater Atlanta,
1903-0954	THEFT	B	KENN	13:13:49 03/27/19	INA	
1903-0935	HARASSING/OBSCE	B	KENN	21:26:01 03/26/19	ACT	KNIPFER, PATRICK JAMES
1903-0931	NOISE COMPLAINT		KENN	19:35:44 03/26/19	CLO	TOWNS, KARLY
1903-0749	NOISE COMPLAINT		KENN	22:55:51 03/21/19	CLO	
1903-0637	NOISE COMPLAINT		KENN	23:06:11 03/18/19	CLO	
1903-0629	CONTACT PERSON		KENN	16:20:43 03/18/19	UNF	WEST 22,
1903-0618	THREATS	B	KENN	12:50:48 03/18/19	INA	IMUSE, JENNIFER
1903-0557	NOISE COMPLAINT		KENN	03:54:20 03/17/19	UNF	
1903-0481	ORDINANCE VIOLA	B	KENN	12:58:32 03/15/19	ACT	MEADE, MATTHEW G
1903-0386	NOISE COMPLAINT		KENN	22:47:18 03/12/19	CLO	HALBROOK, BELINA
1903-0288	NOISE COMPLAINT		KENN	23:26:37 03/09/19	CLO	
1903-0287	ALCOHOL VIOLATI	B	KENN	22:46:58 03/09/19	ACT	
1903-0247	THREATS	B	KENN	13:52:40 03/08/19	INA	
1902-0974	VANDALISM/DAMAG	B	KENN	18:37:02 02/28/19	ACT	
1902-0933	HARASSING/OBSCE	B	KENN	11:51:17 02/27/19	INA	ANDERSON, SHAWN KENYATTA
1902-0911	ILLEGAL DRUGS		KENN	18:36:52 02/26/19	CLO	
1902-0847	CONTACT PERSON		KENN	22:33:26 02/24/19	CLO	DOMINOS,
1902-0839	HARASSING/OBSCE	B	KENN	18:31:19 02/24/19	ACT	WEST 22,
1902-0787	PERSON SCREAMIN	B	KENN	00:00:04 02/23/19	CJA	
1902-0721	AUTO ACCIDENT	B	KENN	11:21:34 02/21/19	CAA	
1902-0696	THEFT	B	KENN	16:31:27 02/20/19	ACT	CAVENDER, KETHRYN
1902-0596	PERSON SCREAMIN		KENN	01:50:12 02/17/19	UNF	REFUSED,
1902-0549	SICK CALL	B	KENN	15:24:15 02/15/19	CLO	ROWAN, SHELBY REESE
1902-0528	CONTACT PERSON		KENN	23:38:31 02/14/19	CLO	
1902-0494	VANDALISM/DAMAG		KENN	21:54:08 02/13/19	UNF	WEST 22,
1902-0360	TRAFFIC STOP	B	KENN	02:16:30 02/10/19	ACT	MCGHEE, JEREMY QUANTEE
1902-0316	AUTO ACCIDENT	B	KENN	23:08:50 02/08/19	CLO	ARNDT, JUSTIN LOREN
1902-0230	NOISE COMPLAINT		KENN	21:46:29 02/06/19	CLO	
1902-0106	NOISE COMPLAINT		KENN	17:56:26 02/03/19	CLO	HALBROOKS, VELENA
1902-0104	HIT AND RUN	B	KENN	16:11:12 02/03/19	ACT	
1902-0088	ILLEGAL PARKING		KENN	01:05:47 02/03/19	CLO	
1902-0087	NOISE COMPLAINT		KENN	00:37:38 02/03/19	CLO	
1902-0071	BUSINESS DISPUT	B	KENN	19:21:35 02/02/19	ACT	WEST 22,
1902-0037	NOISE COMPLAINT		KENN	03:44:54 02/02/19	CLO	
1902-0027	ASSAULT	B	KENN	22:56:20 02/01/19	CAA	WEST 22,
1902-0024	FIREWORKS		KENN	22:01:09 02/01/19	UNF	ANONYMOUS,
1901-1124	UNWELCOME VISIT	B	KENN	20:01:43 01/31/19	CLO	
1901-1120	THREATS		KENN	17:31:38 01/31/19	CNL	
1901-1114	PERSON DRUNK	B	KENN	16:04:48 01/31/19	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J

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1901-1065	DOMESTIC DISPUT	B	KENN	22:38:44 01/29/19	ACT	
1901-1035	SUSPICIOUS PERS		KENN	00:45:18 01/29/19	CLO	
1901-1033	NOISE COMPLAINT		KENN	00:15:08 01/29/19	CLO	
1901-0845	AUTO ACCIDENT		KENN	01:42:55 01/24/19	CLO	
1901-0844	NOISE COMPLAINT		KENN	01:23:50 01/24/19	UNF	
1901-0813	ILLEGAL DRUGS		KENN	23:39:24 01/22/19	UNF	
1901-0768	BURGLARY	B	KENN	13:06:15 01/21/19	INA	PICKETT, CONNER
1901-0755	NOISE COMPLAINT		KENN	23:37:22 01/20/19	UNF	
1901-0472	CONTACT PERSON		KENN	04:43:12 01/13/19	CLO	
1901-0429	ILLEGAL PARKING		KENN	09:28:41 01/12/19	CLO	
1901-0400	CONTACT PERSON	B	KENN	13:48:12 01/11/19	CLO	JANIS, DYLAN
1901-0314	WELFARE CHECK		KENN	01:03:56 01/09/19	UNF	COBB COUNTY DISPATCH,
1901-0312	WELFARE CHECK		KENN	23:07:31 01/08/19	UNF	WEST 22,
1901-0251	CONTACT PERSON	B	KENN	22:57:02 01/07/19	ACT	
1901-0198	THEFT	B	KENN	12:04:55 01/06/19	INA	BROWN, DONALD TYLER
1901-0144	BUSINESS DISPUT	B	KENN	01:00:25 01/05/19	ACT	
1901-0123	ILLEGAL DRUGS	B	KENN	13:48:10 01/04/19	ACT	
1812-0669	SUSPICIOUS AUTO		KENN	14:02:58 12/18/18	CLO	MCGHEE, JEREMY QUANTEE
1812-0647	WELFARE CHECK		KENN	22:58:15 12/17/18	UNF	WEST 22,
1812-0584	WELFARE CHECK	B	KENN	17:20:33 12/16/18	ACT	
1812-0419	NOISE COMPLAINT		KENN	23:31:13 12/11/18	CLO	
1812-0397	VANDALISM/DAMAG	B	KENN	11:44:22 12/11/18	ACT	
1812-0336	ALARM-AUDIBLE		KENN	23:32:07 12/09/18	UNF	
1812-0305	FIRE		KENN	01:28:12 12/09/18	CLO	
1812-0303	ADMINISTRATIVE	B	KENN	01:19:18 12/09/18	ACT	
1812-0298	NOISE COMPLAINT		KENN	00:35:17 12/09/18	CLO	
1812-0243	VANDALISM/DAMAG	B	KENN	15:42:07 12/07/18	ACT	GARLAND, ROBERT
1812-0202	VANDALISM/DAMAG	B	KENN	14:36:47 12/06/18	CLO	
1812-0169	NOISE COMPLAINT	B	KENN	12:27:52 12/05/18	CLO	
1811-1028	CONTACT PERSON	B	KENN	14:59:58 11/29/18	ACT	ORTIZ, JUAN
1811-0934	AUTO ACCIDENT	B	KENN	20:15:44 11/26/18	CLO	DEWENDT, LUIS
1811-0553	NOISE COMPLAINT		KENN	14:40:54 11/15/18	CLO	COBB COUNTY DISPATCH,
1811-0530	DOMESTIC DISPUT	B	KENN	18:24:40 11/14/18	CAA	REDD, SABRINA
1811-0526	AUTO ACCIDENT		KENN	16:51:04 11/14/18	CLO	
1811-0500	NOISE COMPLAINT		KENN	01:42:27 11/14/18	CLO	
1811-0496	SUSPICIOUS PERS	B	KENN	21:32:39 11/13/18	CLO	
1811-0343	ILLEGAL PARKING		KENN	22:45:27 11/09/18	CLO	
1811-0341	BUSINESS DISPUT	B	KENN	21:31:42 11/09/18	ACT	OCONNER, LESA ARIES
1811-0106	THEFT	B	KENN	13:24:57 11/03/18	CLO	GRIGGS, BRITTANY
1811-0099	ILLEGAL DRUGS	B	KENN	09:47:12 11/03/18	CAA	
1811-0094	NOISE COMPLAINT		KENN	08:12:13 11/03/18	CLO	REFUSED,
1811-0029	STEALING OF/FRO	B	KENN	13:58:43 11/01/18	INA	LOWERY, KACIE
1811-0023	VANDALISM/DAMAG	B	KENN	12:17:52 11/01/18	ACT	HAYNES, JASMIN
1811-0016	WELFARE CHECK	B	KENN	08:56:47 11/01/18	ACT	
1811-0006	PERSON SCREAMIN		KENN	02:21:01 11/01/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1811-0001	STEALING OF/FRO	B	KENN	00:08:11 11/01/18	INA	SCHERER, KRISTEN LEIGH
1810-1153	NOISE COMPLAINT		KENN	20:53:22 10/31/18	UNF	
1810-1121	ILLEGAL PARKING		KENN	07:57:56 10/31/18	CLO	BRIGHT, ERIN NICHOLE
1810-1117	NOISE COMPLAINT		KENN	23:35:49 10/30/18	CLO	BOBO, NICHOLAS L
1810-1115	NOISE COMPLAINT		KENN	23:24:20 10/30/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J

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1810-1116	SUSPICIOUS PERS		KENN	23:24:20 10/30/18	CLO	COBB COUNTY DISPATCH,
1810-1081	SUSPICIOUS AUTO		KENN	01:20:14 10/30/18	CLO	BRANTON, SAMUEL HUNTER
1810-1076	ILLEGAL DRUGS	B	KENN	22:03:55 10/29/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1810-1008	NOISE COMPLAINT		KENN	23:24:17 10/27/18	UNF	REFUSED,
1810-0683	SUSPICIOUS PERS		KENN	01:35:54 10/19/18	CLO	
1810-0628	VANDALISM/DAMAG	B	KENN	11:10:28 10/17/18	ACT	
1810-0530	BUSINESS DISPUT	B	KENN	21:34:48 10/14/18	ACT	
1810-0515	SUICIDE ATTEMPT	B	KENN	14:14:07 10/14/18	ACT	WILLIAMS, SEAN
1810-0453	CONTACT PERSON	B	KENN	18:27:56 10/12/18	INA	
1810-0429	ALARM-AUDIBLE		KENN	05:46:42 10/12/18	UNF	JACKSON, KAITLYN BROOKE
1810-0373	HIT AND RUN	B	KENN	10:28:19 10/11/18	ACT	BURGUM, WILL
1810-0324	STEALING OF/FRO	B	KENN	11:01:03 10/10/18	INA	ARREDONDO, HANNAH E
1810-0298	SUSPICIOUS PERS		KENN	18:04:28 10/09/18	CLO	SCRUGGS, TAYLOR
1810-0264	FIGHT	B	KENN	18:45:42 10/08/18	CAA	COBB COUNTY DISPATCH,
1810-0261	DOMESTIC DISPUT	B	KENN	17:31:53 10/08/18	CAA	
1810-0199	NOISE COMPLAINT		KENN	04:44:53 10/07/18	UNF	WEST 22,
1809-1032	VANDALISM/DAMAG	B	KENN	11:07:25 09/28/18	ACT	LICATA, CHET
1809-0993	AUTO ACCIDENT	B	KENN	10:41:21 09/27/18	CLO	
1809-0950	SUSPICIOUS PERS	B	KENN	01:05:06 09/26/18	ACT	
1809-0947	NOISE COMPLAINT		KENN	00:19:05 09/26/18	CLO	
1809-0905	PROWLER	B	KENN	18:23:30 09/24/18	CJA	WEST 22,
1809-0897	WELFARE CHECK	B	KENN	14:44:52 09/24/18	ACT	
1809-0872	STEALING OF/FRO	B	KENN	16:12:12 09/23/18	ACT	OSPINA, DANIELLA CHRISTINA
1809-0727	AUTO ACCIDENT	B	KENN	17:25:19 09/20/18	CLO	
1809-0715	WANTED PERSON	B	KENN	14:27:54 09/20/18	CAA	KIEFFER, MATT B
1809-0633	SUSPICIOUS PERS	B	KENN	09:52:04 09/18/18	CLO	
1809-0612	FIRE	B	KENN	21:36:16 09/17/18	CLO	
1809-0470	HIT AND RUN	B	KENN	10:03:50 09/14/18	ACT	RODRIGUEZ, ASHLEY
1809-0444	NOISE COMPLAINT	B	KENN	20:07:21 09/13/18	ACT	
1809-0437	WELFARE CHECK		KENN	17:59:49 09/13/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-0425	VANDALISM/DAMAG	B	KENN	13:46:35 09/13/18	ACT	
1809-0384	SUSPICIOUS PERS		KENN	01:29:15 09/12/18	UNF	FIESTER, EMMA
1809-0304	SUSPICIOUS PERS		KENN	21:32:40 09/09/18	CLO	
1809-0255	ASSAULT		KENN	09:05:10 09/08/18	CLO	SEAY, SHELESA
1809-0254	ILLEGAL PARKING		KENN	08:35:37 09/08/18	CLO	BUCHANAN, DAVID THOMAS
1809-0247	BUSINESS DISPUT	B	KENN	02:35:05 09/08/18	CLO	
1809-0243	NOISE COMPLAINT	B	KENN	00:56:08 09/08/18	ACT	
1809-0190	VANDALISM/DAMAG	B	KENN	19:08:18 09/06/18	INA	ROBERTS, CHEYENNE KAYLA
1809-0188	SUICIDE ATTEMPT	B	KENN	18:27:18 09/06/18	ACT	WEST 22,
1809-0161	DEMENTED PERSON	B	KENN	22:32:50 09/05/18	ACT	MOODY, STEVE
1809-0112	VANDALISM/DAMAG	B	KENN	16:45:14 09/04/18	CLO	
1809-0097	STEALING OF/FRO	B	KENN	09:03:57 09/04/18	INA	
1809-0092	FIGHT	B	KENN	22:18:49 09/03/18	CLO	
1809-0042	FIGHT	B	KENN	11:25:52 09/02/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1809-0031	ASSAULT	B	KENN	01:09:02 09/02/18	INA	
1809-0018	PERSON DRUNK	B	KENN	19:09:34 09/01/18	ACT	WEST 22,
1808-1128	SUSPICIOUS AUTO		KENN	23:08:02 08/30/18	UNF	REFUSED,

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1808-1122	THEFT	B	KENN	20:10:34 08/30/18	CLO	HARRELL, CARSON
1808-1119	THEFT	B	KENN	19:13:44 08/30/18	CLO	OBRIEN, MICHAEL D
1808-0890	CONTACT PERSON		KENN	16:28:16 08/25/18	CLO	JONES, TYLER
1808-0835	DOMESTIC DISPUT	B	KENN	12:39:32 08/24/18	CLO	
1808-0812	NOISE COMPLAINT		KENN	00:52:39 08/24/18	UNF	REFUSED,
1808-0811	NOISE COMPLAINT		KENN	00:16:32 08/24/18	CLO	REFUSED,
1808-0768	NOISE COMPLAINT		KENN	23:15:43 08/22/18	CLO	SANCHEZ, ARMANDO
1808-0767	WELFARE CHECK		KENN	22:46:18 08/22/18	UNF	WEST 22,
1808-0732	NOISE COMPLAINT		KENN	22:15:00 08/21/18	CLO	HALBROOKS, VELENA
1808-0677	BUSINESS DISPUT	B	KENN	11:06:24 08/20/18	ACT	
1808-0661	DOMESTIC DISPUT	B	KENN	22:48:25 08/19/18	ACT	MCQUIGE, MATTHEW
1808-0646	ILLEGAL DRUGS		KENN	16:19:41 08/19/18	UNF	REFUSED,
1808-0619	CONTACT PERSON		KENN	22:43:15 08/18/18	UNF	
1808-0608	AUTO ACCIDENT	B	KENN	14:33:06 08/18/18	CLO	
1808-0539	AUTO ACCIDENT	B	KENN	22:18:48 08/16/18	CLO	
1808-0478	THEFT	B	KENN	10:05:52 08/15/18	INA	
1808-0474	SICK CALL	B	KENN	03:11:39 08/15/18	CLO	COBB COUNTY DISPATCH,
1808-0398	ASSAULT	B	KENN	04:06:12 08/13/18	CAA	
1808-0397	ILLEGAL PARKING		KENN	02:53:37 08/13/18	CLO	COBB COUNTY DISPATCH,
1808-0396	AUTO ACCIDENT	B	KENN	23:43:17 08/12/18	CLO	MALONEY, FRANKLYN
1808-0395	ALCOHOL VIOLATI	B	KENN	23:42:31 08/12/18	ACT	MALONEY, FRANKLYN
1808-0393	NOISE COMPLAINT		KENN	23:21:37 08/12/18	CLO	
1808-0389	HIT AND RUN	B	KENN	22:28:34 08/12/18	CLO	
1808-0125	STEALING OF/FRO	B	KENN	14:23:11 08/04/18	INA	ANDERSON, SHAWN
1807-1135	NOISE COMPLAINT		KENN	23:34:33 07/29/18	CLO	
1807-1106	VANDALISM/DAMAG	B	KENN	10:34:43 07/29/18	ACT	SEAY, SHELESA
1807-0882	911 HANGUP		KENN	09:48:17 07/23/18	CLO	
1807-0864	UNWELCOME VISIT	B	KENN	20:14:35 07/22/18	CLO	WEST 22,
1807-0848	BUSINESS DISPUT	B	KENN	13:47:23 07/22/18	CLO	
1807-0844	PERSON SCREAMIN		KENN	12:42:02 07/22/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1807-0725	NOISE COMPLAINT		KENN	19:24:20 07/19/18	UNF	HALBROOKS, VELENA
1807-0656	ILLEGAL DRUGS	B	KENN	20:44:03 07/17/18	CAA	
1807-0511	WELFARE CHECK	B	KENN	20:28:48 07/13/18	CLO	GENESIS ELEVATOR,
1807-0331	VANDALISM/DAMAG	B	KENN	10:12:00 07/09/18	INA	PASSOW, DONNA CHRISTINE
1807-0319	STOLEN VEHICLE	B	KENN	22:16:01 07/08/18	CAA	WEST 22,
1807-0221	CONTACT PERSON		KENN	12:10:47 07/06/18	CLO	
1807-0219	DEMENTED PERSON	B	KENN	11:50:32 07/06/18	ACT	COBB COUNTY DISPATCH,
1807-0203	UNWELCOME VISIT	B	KENN	00:11:30 07/06/18	ACT	
1807-0180	THEFT	B	KENN	15:40:10 07/05/18	INA	PADILLA, ALEXANDER CARLOS
1807-0169	THEFT	B	KENN	10:55:32 07/05/18	INA	
1807-0126	DISORDERLY PERS	B	KENN	22:02:09 07/03/18	CLO	WEST 22,
1807-0052	WELFARE CHECK	B	KENN	10:08:44 07/02/18	ACT	SMITH, AUSTIN
1806-1006	BUSINESS DISPUT	B	KENN	16:18:27 06/25/18	ACT	
1806-0742	DEMENTED PERSON	B	KENN	09:53:21 06/18/18	ACT	WEST 22,
1806-0732	SUSPICIOUS PERS		KENN	23:19:51 06/17/18	CLO	
1806-0682	ASSAULT	B	KENN	21:01:22 06/16/18	CLO	

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1806-0678	BURGLARY	B	KENN	18:40:27 06/16/18	INA	KING, CHARLES
1806-0406	ALARM-AUDIBLE		KENN	03:23:53 06/10/18	CLO	SWORREI, ASIA
1806-0381	SUSPICIOUS PERS	B	KENN	15:24:10 06/09/18	ACT	RIGGINS, JACKIE
1806-0199	VANDALISM/DAMAG	B	KENN	14:40:15 06/05/18	ACT	
1806-0177	ASSAULT	B	KENN	23:37:59 06/04/18	INA	COBB COUNTY DISPATCH,
1806-0167	DEMENTED PERSON	B	KENN	20:16:12 06/04/18	CLO	
1806-0156	SUSPICIOUS PERS		KENN	16:07:52 06/04/18	CNL	COBB COUNTY DISPATCH,
1806-0150	DEMENTED PERSON	B	KENN	13:05:05 06/04/18	ACT	
1806-0144	SUSPICIOUS PERS	B	KENN	11:53:00 06/04/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1806-0089	WELFARE CHECK	B	KENN	03:18:09 06/03/18	CLO	COBB COUNTY DISPATCH,
1806-0060	STREET HAZARD		KENN	12:46:50 06/02/18	CLO	COBB COUNTY DISPATCH,
1806-0031	NOISE COMPLAINT		KENN	23:18:17 06/01/18	CLO	WEST 22,
1805-1159	THEFT	B	KENN	15:46:01 05/30/18	INA	COBB COUNTY DISPATCH,
1805-1086	STEALING OF/FRO	B	KENN	16:33:02 05/28/18	CAA	MOORE, TYLER
1805-1052	PERSON DOWN	B	KENN	01:21:10 05/27/18	ACT	
1805-1045	SUSPICIOUS PERS		KENN	21:44:55 05/26/18	UNF	
1805-0969	NOISE COMPLAINT		KENN	00:27:12 05/25/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1805-0829	AUTO ACCIDENT	B	KENN	17:18:40 05/21/18	CLO	GREY, LUCAS
1805-0755	DOMESTIC DISPUT	B	KENN	12:37:46 05/19/18	ACT	VERHELLE, OLIVIA MARIE
1805-0647	NOISE COMPLAINT		KENN	21:26:10 05/16/18	UNF	CALDWELL, RILEY
1805-0588	DOMESTIC DISPUT	B	KENN	11:22:47 05/15/18	ACT	
1805-0559	DRUNK IN AUTO	B	KENN	16:43:37 05/14/18	CAA	
1805-0515	WELFARE CHECK	B	KENN	12:02:40 05/13/18	ACT	
1805-0513	AUTO ACCIDENT	B	KENN	10:29:07 05/13/18	CLO	WHITE, CAITLIN
1805-0471	UNWELCOME VISIT		KENN	05:39:54 05/12/18	UNF	COBB COUNTY DISPATCH,
1805-0364	FORGERY	B	KENN	15:41:19 05/10/18	ACT	ESCATE, RAUL
1805-0317	BURGLARY	B	KENN	14:01:38 05/09/18	INA	
1805-0243	BUSINESS DISPUT	B	KENN	14:10:12 05/07/18	ACT	
1805-0114	NOISE COMPLAINT		KENN	02:41:41 05/04/18	UNF	COBB COUNTY DISPATCH,
1805-0110	NOISE COMPLAINT		KENN	00:45:38 05/04/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-1120	VANDALISM/DAMAG	B	KENN	20:37:20 04/28/18	ECV	PARKER, AMBER NICOLE
1804-1076	NOISE COMPLAINT		KENN	00:54:03 04/28/18	UNF	COBB COUNTY DISPATCH,
1804-1069	NOISE COMPLAINT		KENN	22:01:55 04/27/18	UNF	
1804-0918	STOLEN VEHICLE		KENN	10:22:30 04/24/18	UNF	
1804-0767	ILLEGAL DRUGS		KENN	12:36:13 04/20/18	UNF	ALVOEARAN, JIMMY
1804-0649	THEFT	B	KENN	16:33:43 04/17/18	INA	GLOVER, SAVANNAH GRAYSON
1804-0643	STEALING OF/FRO	B	KENN	10:50:54 04/17/18	ACT	COBB COUNTY DISPATCH,
1804-0562	PERSON DRUNK		KENN	01:37:44 04/15/18	CLO	
1804-0509	WELFARE CHECK	B	KENN	00:41:54 04/14/18	ACT	
1804-0475	CONTACT PERSON	B	KENN	12:41:48 04/13/18	ACT	COCHRAN, ASHLEY
1804-0474	FORGERY	B	KENN	12:28:20 04/13/18	INA	SANDERS, MEREDITH
1804-0463	DOMESTIC DISPUT	B	KENN	23:34:41 04/12/18	ACT	KNIPFER, PATRICK JAMES

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1804-0427	AUTO ACCIDENT	B	KENN	08:09:21 04/12/18	CLO	COBB COUNTY DISPATCH,
1804-0386	NOISE COMPLAINT	B	KENN	23:05:09 04/10/18	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1804-0171	STREET HAZARD		KENN	14:47:27 04/05/18	UNF	
1803-1067	NOISE COMPLAINT	B	KENN	00:31:16 03/30/18	ACT	LYLE, KIARA RENEE
1803-1033	ILLEGAL DRUGS	B	KENN	23:34:44 03/28/18	CLO	ANONYMOUS,
1803-0940	AUTO ACCIDENT	B	KENN	11:00:27 03/26/18	CLO	COBB COUNTY DISPATCH,
1803-0803	ILLEGAL DRUGS	B	KENN	14:42:08 03/22/18	CAA	WEST 22,
1803-0632	ILLEGAL PARKING	B	KENN	01:54:33 03/18/18	ACT	STEKETEE, N J
1803-0622	ILLEGAL PARKING	B	KENN	22:55:19 03/17/18	ACT	IRWIN, JOSHUA T
1803-0505	NOISE COMPLAINT		KENN	00:35:53 03/15/18	UNF	CONCERNED CITIZEN (DO NOT CHANGE), J
1803-0290	VANDALISM/DAMAG	B	KENN	18:45:48 03/08/18	CLO	FARNUM, ALEXANDRA L
1803-0043	THREATS	B	KENN	11:03:48 03/02/18	INA	ORE, ASIA NCHELLE
1803-0039	SUSPICIOUS PERS		KENN	04:20:10 03/02/18	UNF	MAPIER, MIRAH
1803-0009	ASSAULT	B	KENN	09:51:59 03/01/18	ECV	DARBY, GIANA
1802-0976	AUTO ACCIDENT	B	KENN	14:28:40 02/27/18	CLO	
1802-0908	BURGLARY	B	KENN	13:04:49 02/25/18	INA	FERREE, LAUREN
1802-0907	BURGLARY	B	KENN	12:37:43 02/25/18	INA	JONES, DOMONICK
1802-0681	TRAFFIC STOP	B	KENN	21:22:23 02/19/18	ACT	MALONEY, FRANKLYN
1802-0615	NOISE COMPLAINT	B	KENN	14:53:25 02/17/18	ACT	BOYD, BRANDON HOWARD
1802-0373	ILLEGAL DRUGS	B	KENN	01:02:09 02/11/18	INA	MOTON, ALEXANDRIA ELIZABETH-CARLL
1802-0304	THEFT	B	KENN	10:26:56 02/09/18	INA	
1801-0948	BUSINESS DISPUT	B	KENN	14:32:01 01/27/18	ACT	JONES, JALICIA ANAE
1801-0895	VANDALISM/DAMAG	B	KENN	10:14:44 01/26/18	INA	COBB COUNTY DISPATCH,
1801-0883	CONTACT PERSON		KENN	21:18:29 01/25/18	UNF	COBB COUNTY DISPATCH,
1801-0747	DOMESTIC DISPUT	B	KENN	09:24:09 01/22/18	ACT	BURNS, CAMERON ROBERT
1801-0608	VANDALISM/DAMAG	B	KENN	09:05:46 01/18/18	ACT	BALKCOM, ARIELLE
1801-0563	NOISE COMPLAINT		KENN	20:38:15 01/16/18	CLO	WRIGHT, RILEY
1801-0510	NOISE COMPLAINT		KENN	00:56:06 01/15/18	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1801-0387	WELFARE CHECK	B	KENN	00:46:39 01/12/18	CLO	BENJAMIN, MAIKELA MIANA
1801-0277	SUSPICIOUS AUTO		KENN	03:24:15 01/09/18	CLO	BOBO, NICHOLAS L
1801-0215	NOISE COMPLAINT		KENN	03:23:00 01/07/18	CLO	REFUSED,
1801-0197	DOMESTIC DISPUT	B	KENN	16:57:37 01/06/18	CAA	SMITH, EMILY
1801-0167	SNATCH THIEF	B	KENN	11:11:34 01/05/18	CLO	SEAY, SHELESA
1712-0945	SUICIDE ATTEMPT	B	KENN	10:39:48 12/23/17	ACT	BENJAMIN, MAIKELA
1712-0928	ALCOHOL VIOLATI	B	KENN	00:47:31 12/23/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1712-0621	THEFT	B	KENN	02:27:24 12/15/17	INA	WEDDINGTON, CHARLES W
1712-0525	VANDALISM/DAMAG	B	KENN	16:10:01 12/12/17	ACT	OWENS, BRIANNA
1712-0480	AUTO ACCIDENT	B	KENN	23:26:52 12/10/17	CLO	MAYBEN, LUKE

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						CHANDLER
1712-0446	NOISE COMPLAINT		KENN	23:52:40 12/09/17	CLO	
1712-0281	HARASSING/OBSCE	B	KENN	12:31:10 12/07/17	CLO	
1712-0243	VANDALISM/DAMAG	B	KENN	11:16:09 12/06/17	ACT	NEWMAN, BRITTANY EMMA
1712-0101	THEFT	B	KENN	23:23:00 12/02/17	ACT	REDDING, DARED
1712-0053	PERSON DRUNK	B	KENN	22:53:41 12/01/17	CAA	ANDERSON, SHAWN
1712-0023	AUTO ACCIDENT	B	KENN	15:34:21 12/01/17	CLO	BASS, HUGH
1711-0927	CONTACT PERSON	B	KENN	01:07:23 11/25/17	ACT	AMBRO, MARY
1711-0925	NOISE COMPLAINT		KENN	23:57:26 11/24/17	CLO	WEST 22,
1711-0831	NOISE COMPLAINT		KENN	01:03:38 11/22/17	CLO	LASO, EMMIE
1711-0788	CONTACT PERSON		KENN	00:37:19 11/21/17	CLO	WEST 22,
1711-0675	PERSON ARMED		KENN	01:57:28 11/18/17	CLO	
1711-0615	BUSINESS DISPUT	B	KENN	18:40:45 11/16/17	CLO	
1711-0546	NOISE COMPLAINT		KENN	23:37:04 11/14/17	CLO	AMMAN, EMILY
1711-0486	THREATS	B	KENN	16:50:55 11/13/17	CLO	MOHAMMED, AMINA
1711-0462	WELFARE CHECK		KENN	23:14:53 11/12/17	CLO	DOWDA, JILL
1711-0449	AUTO ACCIDENT	B	KENN	16:17:45 11/12/17	ACT	
1711-0183	TRESPASSING	B	KENN	13:58:19 11/05/17	ACT	SMITH, TIANA JADE
1711-0151	CONTACT PERSON		KENN	13:39:32 11/04/17	CLO	HOLCOME, ANGELA
1711-0087	NOISE COMPLAINT		KENN	02:51:05 11/03/17	UNF	
1710-1047	ALARM-AUDIBLE	B	KENN	07:25:16 10/26/17	ACT	LOUD SECURITY,
1710-1016	BOLO		KENN	11:03:44 10/25/17	CLO	
1710-0999	ILLEGAL PARKING		KENN	22:47:14 10/24/17	CLO	WEST 22,
1710-0996	BUSINESS DISPUT		KENN	21:52:40 10/24/17	CLO	KALESHI, DEFINA
1710-0994	WELFARE CHECK	B	KENN	20:49:01 10/24/17	CLO	WALKER, DOMINIQUE
1710-0833	NOISE COMPLAINT		KENN	23:23:43 10/20/17	CLO	REFUSED,
1710-0794	ILLEGAL DRUGS	B	KENN	11:17:10 10/20/17	ACT	
1710-0772	DISCHARGING FIR	B	KENN	20:56:36 10/19/17	ACT	ANONYMOUS,
1710-0726	ILLEGAL DRUGS	B	KENN	18:09:45 10/18/17	CAA	MOON, BRIAN M
1710-0693	VANDALISM/DAMAG	B	KENN	20:26:30 10/17/17	ACT	JENSEN, MACKENZIE
1710-0592	WANTED PERSON	B	KENN	01:26:50 10/15/17	CAA	MOON, BRIAN M
1710-0588	ILLEGAL DRUGS	B	KENN	00:37:27 10/15/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0550	DRUNK IN AUTO	B	KENN	04:44:11 10/14/17	CAA	
1710-0442	NOISE COMPLAINT		KENN	00:17:03 10/12/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0402	DOMESTIC DISPUT	B	KENN	23:10:01 10/10/17	CAA	CORREA, NICOLE
1710-0396	WELFARE CHECK		KENN	22:16:58 10/10/17	CLO	BASEL, CHRISTIANA YVONNE
1710-0369	CONTACT PERSON	B	KENN	14:22:27 10/10/17	CLO	
1710-0328	AUTO ACCIDENT	B	KENN	16:21:37 10/09/17	CLO	LACOURLY, JORDAN
1710-0285	SUICIDE ATTEMPT	B	KENN	00:31:00 10/08/17	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1710-0240	SUSPICIOUS PERS		KENN	22:41:59 10/06/17	UNF	VAIN, EMILY
1710-0201	WELFARE CHECK	B	KENN	03:09:02 10/06/17	ACT	COBB COUNTY,
1710-0151	WELFARE CHECK		KENN	22:47:13 10/04/17	CNL	COBB COUNTY DISPATCH,
1710-0077	AUTO ACCIDENT	B	KENN	19:40:02 10/02/17	CLO	WEST 22,
1710-0074	THEFT	B	KENN	17:30:00 10/02/17	CLO	WILLETTS, VICTORIA
1710-0045	WELFARE CHECK		KENN	21:50:09 10/01/17	CLO	
1710-0040	AUTO ACCIDENT	B	KENN	20:23:32 10/01/17	CLO	KNIGHT, HUNTER

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1709-1264	ALCOHOL VIOLATI	B	KENN	20:32:25 09/30/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-1179	NOISE COMPLAINT		KENN	23:52:44 09/28/17	CLO	JONES, JALICIA ANAE
1709-1146	DISORDERLY PERS	B	KENN	01:27:35 09/28/17	ACT	
1709-1074	CONTACT PERSON	B	KENN	15:08:23 09/26/17	ACT	
1709-1035	AUTO ACCIDENT	B	KENN	16:10:56 09/25/17	ACT	KNIPFER, PATRICK JAMES
1709-0992	NOISE COMPLAINT		KENN	01:43:44 09/24/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0914	NOISE COMPLAINT		KENN	22:39:26 09/21/17	UNF	SWORREI, ASIA
1709-0902	AUTO ACCIDENT	B	KENN	17:53:12 09/21/17	CLO	
1709-0630	SUSPICIOUS AUTO		KENN	21:11:41 09/15/17	CLO	WEST 22,
1709-0598	AUTO ACCIDENT	B	KENN	11:01:00 09/15/17	CLO	COBB COUNTY DISPATCH,
1709-0335	DOMESTIC DISPUT		KENN	03:58:46 09/09/17	UNF	ARNOLD, TYLER
1709-0328	WELFARE CHECK		KENN	21:08:59 09/08/17	UNF	
1709-0295	ALCOHOL VIOLATI	B	KENN	04:23:54 09/08/17	CAA	MOON, BRIAN M
1709-0152	ALCOHOL VIOLATI		KENN	16:47:12 09/04/17	CLO	
1709-0142	ALCOHOL VIOLATI	B	KENN	00:38:42 09/04/17	ACT	CONCERNED CITIZEN (DO NOT CHANGE), J
1709-0136	SUSPICIOUS PERS		KENN	22:22:54 09/03/17	UNF	BLAIR, EMMA EILEEN
1709-0099	ALCOHOL VIOLATI	B	KENN	23:20:42 09/02/17	CAA	ANONYMOUS,
1709-0070	VANDALISM/DAMAG	B	KENN	10:49:45 09/02/17	ACT	GATTONI, DANIELLE
1709-0050	SUSPICIOUS PERS		KENN	23:24:09 09/01/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1246	SUSPICIOUS PERS		KENN	23:42:03 08/28/17	CLO	CROSS, SPENCER
1708-1241	PERSON DRUNK		KENN	21:46:37 08/28/17	CLO	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1181	VANDALISM/DAMAG	B	KENN	03:19:51 08/27/17	ACT	WEST 22,
1708-1169	PERSON DRUNK	B	KENN	00:08:05 08/27/17	ACT	COBB COUNTY DISPATCH,
1708-1101	AUTO ACCIDENT	B	KENN	18:54:04 08/25/17	CLO	YEARD, HAYDEN
1708-1056	ALCOHOL VIOLATI	B	KENN	01:37:02 08/25/17	CAA	SBALDIGI, G
1708-1052	ALCOHOL VIOLATI	B	KENN	00:06:43 08/25/17	CAA	CONCERNED CITIZEN (DO NOT CHANGE), J
1708-1009	ALCOHOL VIOLATI	B	KENN	02:24:04 08/24/17	CAA	ALVAREZ, MICHAEL
1708-0992	DOMESTIC DISPUT	B	KENN	16:20:26 08/23/17	ACT	COBB COUNTY DISPATCH,
1708-0780	AUTO ACCIDENT	B	KENN	14:01:26 08/18/17	ACT	CHENEY, EMILY
1708-0558	HIT AND RUN	B	KENN	13:37:57 08/13/17	CLO	MUNOZ, JACQULINE
1708-0533	ILLEGAL PARKING		KENN	18:47:52 08/12/17	CNL	JOHNSON, CAMERON
1708-0529	AUTO ACCIDENT	B	KENN	17:47:33 08/12/17	CLO	CABRERA, RAUL
1708-0513	AUTO ACCIDENT	B	KENN	13:51:05 08/12/17	CLO	ENGLISH, ROBERT
1708-0502	TRESPASSING	B	KENN	07:40:44 08/12/17	ACT	WEST 22,
1708-0461	TRESPASSING		KENN	14:10:50 08/11/17	CLO	COBB COUNTY DISPATCH,
1708-0385	SUSPICIOUS PERS		KENN	22:03:44 08/09/17	CLO	
3370	NOISE COMPLAINT		KSU	00:27:26 08/05/17	ACT	REFUSED,
1708-0131	ROBBERY	B	KENN	21:09:36 08/03/17	INA	COBB COUNTY DISPATCH,
1707-1115	CONTACT PERSON	B	KENN	11:42:52 07/26/17	CAA	
1707-1102	SUSPICIOUS PERS		KENN	03:27:40 07/26/17	UNF	WEST 22,
1707-0928	DISORDERLY JUV	B	KENN	19:56:45 07/21/17	ACT	

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1707-0891	SICK CALL	B	KENN	00:30:09 07/21/17	ACT	TRIMIAR, TAYLOR
1707-0723	VANDALISM/DAMAG	B	KENN	18:11:12 07/16/17	ACT	SAUNDERS, CATHERINE
1707-0669	DISCHARGING FIR		KENN	04:31:05 07/15/17	UNF	WEST 22,
1707-0396	WELFARE CHECK		KENN	05:18:05 07/09/17	CLO	
1707-0391	ILLEGAL DRUGS	B	KENN	00:47:55 07/09/17	CAA	
1707-0374	VANDALISM/DAMAG	B	KENN	16:06:15 07/08/17	ACT	STANDRIDGE, HALEY
1707-0358	SUSPICIOUS PERS		KENN	04:13:13 07/08/17	CLO	WATSON, BOB
1707-0352	BUSINESS DISPUT		KENN	00:46:55 07/08/17	CLO	EDWARDS, MADILYN
1707-0288	CONTACT PERSON		KENN	00:03:52 07/07/17	CLO	GRANT, NOAH
1707-0130	DOMESTIC DISPUT	B	KENN	16:03:08 07/03/17	CAA	COBB COUNTY DISPATCH,
1707-0129	AUTO ACCIDENT	B	KENN	15:50:50 07/03/17	CLO	COBB COUNTY DISPATCH,
1707-0105	ROBBERY	B	KENN	01:35:22 07/03/17	CAA	
1707-0072	UNWELCOME VISIT	B	KENN	04:19:37 07/02/17	ACT	
1707-0028	STOLEN VEHICLE		KENN	15:26:11 07/01/17	UNF	CARTER, JALEN TYWON
1706-1149	HARASSING/OBSCE	B	KENN	13:15:08 06/29/17	INA	GRESHAM, CHERISH A
1706-0962	PERSON ARMED		KENN	02:18:25 06/25/17	UNF	
1706-0925	ALCOHOL VIOLATI	B	KENN	02:03:42 06/24/17	CAA	FLOYD, KYLE
1706-0921	ALCOHOL VIOLATI	B	KENN	00:13:30 06/24/17	CAA	ANONYMOUS,
1706-0617	VANDALISM/DAMAG	B	KENN	16:11:32 06/16/17	INA	
1706-0462	CONTACT PERSON		KENN	18:30:03 06/12/17	CLO	BONHOMME, JUSTIN
1706-0390	FIREWORKS		KENN	21:49:29 06/10/17	CLO	
1706-0387	NOISE COMPLAINT		KENN	21:09:08 06/10/17	CLO	POLICARPIO, LIGAYA SARBIDA
1706-0357	NOISE COMPLAINT	B	KENN	03:42:34 06/10/17	ACT	STEPHENS, KALEI NICHOLE
1706-0257	NOISE COMPLAINT		KENN	00:28:04 06/08/17	CLO	WARFEL, ZACHARY JAMES
1706-0087	VANDALISM/DAMAG	B	KENN	07:24:28 06/03/17	ECV	GRAHAM, ASISEEA
1705-0869	VANDALISM/DAMAG		KENN	12:15:44 05/21/17	CLO	BARNES, JAMES BRANDON
1705-0673	NOISE COMPLAINT		KENN	23:50:52 05/16/17	UNF	Pettit-Mcferrin, KATHERINE
1705-0666	CONTACT PERSON		KENN	22:11:57 05/16/17	CLO	WARFEL, ZACHARY JAMES
1705-0612	WELFARE CHECK	B	KENN	13:10:26 05/15/17	CLO	COBB COUNTY DISPATCH,
1705-0585	WELFARE CHECK		KENN	21:21:59 05/14/17	CLO	HOFFER, WENDY
1705-0443	ASSAULT	B	KENN	13:33:21 05/11/17	ECV	TENCH, ELIZABETH
1705-0336	WANTED PERSON	B	KENN	22:45:49 05/08/17	CAA	FLOYD, KYLE
1705-0334	THEFT	B	KENN	22:11:30 05/08/17	INA	WARFEL, ZACHARY JAMES
1704-1132	ILLEGAL DRUGS	B	KENN	02:27:34 04/30/17	CAA	MEADE, MATTHEW G
1704-1089	BUSINESS DISPUT	B	KENN	02:24:46 04/29/17	ECV	
1704-1079	WANTED PERSON	B	KENN	22:30:19 04/28/17	CAA	MEADE, MATTHEW G
1704-1031	SUICIDE ATTEMPT	B	KENN	23:19:50 04/27/17	CLO	PARKS, DEJON
1704-0847	PERSON DOWN	B	KENN	00:53:16 04/23/17	CAA	
1704-0826	CONTACT PERSON	B	KENN	14:01:51 04/22/17	ACT	COBB CO DISPATCH,
1704-0810	WELFARE CHECK	B	KENN	22:18:22 04/21/17	ACT	CLARK, HUNTER
1704-0714	ILLEGAL DRUGS	B	KENN	01:24:14 04/20/17	ACT	SQUIRES, ASHLEY
1704-0560	STOLEN VEHICLE		KENN	00:53:34 04/16/17	UNF	EVAN, SHANIA
1704-0482	NOISE COMPLAINT		KENN	00:54:53 04/14/17	UNF	COBB COUNTY DISPATCH,

2200 Berryman Ln

1704-0088	SUSPICIOUS AUTO		KENN	00:15:08 04/03/17	CLO	ANONYMOUS,
1703-1184	ALCOHOL VIOLATI	B	KENN	20:00:38 03/29/17	CAA	SHUMPERT, RICKY
1703-1180	BUSINESS DISPUT	B	KENN	19:17:45 03/29/17	ACT	PUSHKOVA, ADRIANA
1703-1167	RAPE	B	KENN	17:55:38 03/29/17	INA	SQUIRES, ASHLEY
1703-0963	SUSPICIOUS PERS		KENN	03:48:45 03/24/17	UNF	OSTEEN, ABBY
1703-0948	AUTO ACCIDENT	B	KENN	22:54:05 03/23/17	CLO	WEST 22,
1703-0936	THEFT	B	KENN	18:00:27 03/23/17	ACT	AURINGER, TAYLOR
1703-0918	VANDALISM/DAMAG	B	KENN	11:36:53 03/23/17	ACT	GRINDLE, JAMES BRADY
1703-0709	NOISE COMPLAINT		KENN	03:18:47 03/18/17	CLO	VELERO, MARIA
1703-0707	NOISE COMPLAINT		KENN	02:11:10 03/18/17	CLO	CLARKE, BEBE
1703-0587	VANDALISM/DAMAG	B	KENN	16:22:11 03/15/17	CLO	TAARIQ, TAAHIRAT
1703-0449	NOISE COMPLAINT	B	KENN	23:27:47 03/11/17	ACT	HENESSY, ALEXANDER
1703-0391	FORGERY	B	KENN	16:42:22 03/10/17	ACT	KIEFFER, MATT B
1703-0316	PERSON INJURED	B	KENN	21:43:44 03/08/17	ACT	
1703-0300	AUTO ACCIDENT	B	KENN	15:38:46 03/08/17	CLO	URQUHART, JONAH
1703-0215	VANDALISM/DAMAG	B	KENN	22:58:26 03/06/17	CLO	RODRIGUEZ, ASHLEY
1703-0176	TRESPASSING	B	KENN	23:32:54 03/05/17	ACT	HALL, KATHRYN ADAIR
1703-0144	ALCOHOL VIOLATI	B	KENN	18:40:26 03/04/17	CAA	HENNESSEE, ALEXANDER P
1703-0142	NOISE COMPLAINT		KENN	17:44:01 03/04/17	CLO	COBB COUNTY DISPATCH,
1703-0099	VANDALISM/DAMAG	B	KENN	15:54:33 03/03/17	ACT	
1702-1070	SUSPICIOUS PERS		KENN	21:15:40 02/27/17	CLO	FASTO, RACHEL
1702-1010	BUSINESS DISPUT		KENN	03:02:45 02/26/17	CLO	OBRIEN, MICHAEL D
1702-1005	WELFARE CHECK		KENN	23:23:43 02/25/17	CLO	DAVIS, TONY
1702-0943	CONTACT PERSON		KENN	13:57:39 02/24/17	CLO	BUTLER, SHANTE
1702-0739	NOISE COMPLAINT		KENN	01:15:36 02/19/17	CNL	WEST 22,
1702-0740	NOISE COMPLAINT		KENN	01:14:43 02/19/17	CLO	AGUILA, SOCORRO HARO
1702-0699	DISORDERLY PERS	B	KENN	00:41:36 02/18/17	CAA	ROMEO, AUBREY
1702-0477	AUTO ACCIDENT	B	KENN	20:18:11 02/12/17	ACT	SQUIRES, ASHLEY
1702-0356	ALCOHOL VIOLATI	B	KENN	01:52:56 02/10/17	CAA	WEST 22,
1702-0255	SUSPICIOUS AUTO		KENN	01:26:16 02/08/17	UNF	COSTONA, BRANDON
1702-0179	ILLEGAL DRUGS		KENN	21:07:17 02/05/17	UNF	REFUSED,
1702-0114	DOMESTIC DISPUT		KENN	23:53:01 02/03/17	UNF	
1702-0086	BUSINESS DISPUT	B	KENN	11:57:16 02/03/17	ACT	SIMS, RASHANITA ADASHA
1702-0032	FORGERY	B	KENN	20:06:31 02/01/17	INA	WOMACK, DIDI
1701-0880	WELFARE CHECK		KENN	01:52:33 01/22/17	UNF	
1701-0881	FIGHT		KENN	01:51:28 01/22/17	CNL	
1701-0750	VANDALISM/DAMAG	B	KENN	15:58:00 01/19/17	ACT	SANCHEZ, YARICZA
1701-0706	ILLEGAL DRUGS	B	KENN	10:33:50 01/18/17	INA	CRIME STOPPERS,
1701-0677	BUSINESS DISPUT		KENN	17:46:05 01/17/17	CLO	CLEMONES, MASON
1701-0670	CONTACT PERSON	B	KENN	16:51:00 01/17/17	INA	HAGLUND, MATHEW CARTER
1701-0610	ASSAULT	B	KENN	01:12:41 01/16/17	CLO	HALL, WILLIAM
1701-0529	NOISE COMPLAINT		KENN	03:08:14 01/14/17	UNF	COBB COUNTY DISPATCH,
1701-0527	NOISE COMPLAINT		KENN	01:29:56 01/14/17	CLO	CLARK, LEAH M
1701-0446	ANIMAL INVESTIG	B	KENN	23:07:06 01/11/17	ACT	AGUILA, SOCORRO HARO

2200 Bensman Ln

1701-0367	SICK CALL		KENN	18:14:44 01/09/17	CLO	JAKE,
1701-0362	VANDALISM/DAMAG		KENN	17:46:01 01/09/17	CLO	ALVARAN, JIMMY
1701-0285	SICK CALL		KENN	11:33:00 01/08/17	CLO	FERRERO, MARIA
1701-0264	AUTO ACCIDENT	B	KENN	19:11:42 01/07/17	CLO	WILLIAMS, CARLTON JASON
1701-0256	CONTACT PERSON	B	KENN	16:21:17 01/07/17	ACT	DAVIS, MADELENE
1701-0249	HIT AND RUN		KENN	09:23:36 01/07/17	CLO	MCEVILLY, OLIVIA CHRISTINE
1701-0242	HIT AND RUN	B	KENN	01:50:36 01/07/17	CAA	BOSTIC, WILLIAM D
1701-0241	VANDALISM/DAMAG	B	KENN	01:25:32 01/07/17	ACT	NOLAN, WILLIAM
1701-0052	THEFT	B	KENN	14:06:33 01/02/17	INA	ARNOLD, DANIEL STEVEN
1701-0030	CONTACT PERSON		KENN	22:30:04 01/01/17	CLO	WATSON, BOB

CITY OF KENNEW, GEORGIA

EXECUTIVE ORDER

EO-02

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 1, 2020 a Proclamation Declaring a National Emergency related to COVID-19 was issued by President Donald J. Trump; and

WHEREAS, Georgia Governor Brian Kemp issued a disaster proclamation on March 14, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties and cities in the State of Georgia; and

WHEREAS, a Declaration of Emergency was executed by the Mayor of the City of Kennesaw and became effective on March 20, 2020; and

WHEREAS, the City recognizes the importance of full public participation in City land use decisions.

NOW THEREFORE, pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2, it is hereby ORDERED:

1. That all land use matters requiring a public hearing, including, but not limited to, all zoning, annexation, variance, special land use, historic preservation and other land use matters are stayed through the expiration of the Declaration of Emergency.

SO ORDERED this 25th day of MARCH 2020.

Derek Easterling, Mayor
City of Kennesaw

CITY OF KENNESAW
SEAL
KENNESAW, GA

EXHIBIT
E

Office of the Mayor
City of Kennesaw
Derek Easterling, Mayor

EXECUTIVE ORDER
(EO-06)

CITY OF KENNESAW, GEORGIA

CONTINUATION OF DECLARATION OF EMERGENCY

A Declaration of Emergency was executed and became effective on March 20, 2020. Pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2(a)(3), "no state of emergency shall continue for longer than 30 days, unless renewed by the mayor."

Due to the on-going nature of the Covid-19 emergency, it is hereby ORDERED that the Declaration of Emergency is hereby renewed and the Declaration of Emergency, and any Executive Order(s) related thereto, shall continue until the mayor finds that the emergency no longer exists, at which time the mayor shall execute and file with the city clerk a document marking the end of the state of emergency. The city council may, by resolution, end a state of emergency at any time.

SO ORDERED this 06TH day of MAY 2020.

Derek Easterling

CITY OF KENNESAW
SEAL
KENNESAW, GA

2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 * (770) 424-8274 * Fax (678) 460-2844

Certified City of Ethics

City of Kennesaw, GA

EXHIBIT F

Office of the Mayor
City of Kennesaw
Derek Easterling, Mayor

CITY OF KENNESAW, GEORGIA

RESCINSION OF EXECUTIVE ORDER 02

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 1, 2020, a Proclamation Declaring a National Emergency related to COVID-19 was issued by President Donald J. Trump; and

WHEREAS, Georgia Governor Brian Kemp issued a disaster proclamation on March 14, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties and cities in the State of Georgia; and

WHEREAS, a Declaration of Emergency was executed by the Mayor of the City of Kennesaw and became effective on March 20, 2020; and

NOW THEREFORE, pursuant to the Declaration of Emergency and the Kennesaw Code of Ordinances, Sec. 34-2, it is hereby ORDERED:

1. Effective immediately, in an effort to restore and resume City business, all land use matters requiring a public hearing, including, but not limited to, all zoning, annexation, variance, special land use, historic preservation, and other land use matters, City of Kennesaw Executive Order 02 is rescinded in effect.

SO ORDERED this 29TH day of MAY 2020.

Derek Easterling

CITY OF KENNESAW SEAL KENNESAW, GA

2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 * (770) 424-8274 * Fax (678) 460-2844

Certified City of Ethics

Exhibit – H

IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **K.C. Hamill**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I own and live at the property located at and known as 4008 Ayers Drive, Kennesaw, Georgia 30144. As shown on the GIS Map attached as Exhibit "A", my property is one property removed from the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property.

6. In my experience, as a homeowner near the Subject Property, and based upon my proximity to Ayers Drive and Shiloh Road, the area experiences increasing problems due to Kennesaw State University students speeding past Ayers Drive, throwing trash, and parking on and around Ayers Drive. I am familiar with property values in the area of my home and it is my opinion that due to my home's location near the Subject Property, my home will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over my house, causing it to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property. For example, listen to the attached composite recordings of evening and late-night music and other noises frequently experienced by homes adjoining the West 22 student housing development.

8. The referenced rezoning applications seek approval of a use that is inconsistent with the residential character of my neighborhood as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

FURTHER AFFIANT SAYETH NOT.

So sworn, this 12 day of June, 2020.

Notary Public
My commission expires: June 19, 2020
(SEAL)

DIANE D ATLASCHI
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 19, 2020
FULTON COUNTY, GEORGIA

Name: **K.C. Hamill**
Address: **4008 Ayers Drive**

EXHIBIT "A"

IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Brendan Cosgrove**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I own and live at the property located at and known as 4028 Ayers Drive, Kennesaw, Georgia 30144. As shown on the GIS Map attached hereto as Exhibit A, my property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property

6. In my experience, as a homeowner near the Subject Property, and based upon my proximity to Ayers Drive and Shiloh Road, the area experiences increasing problems due to Kennesaw State University students speeding past Ayers Drive, throwing trash, and parking on and around Ayers Drive. I am familiar with property values in the area of my home and it is my opinion that due to my home's location near the Subject Property, my home will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over my house, causing it to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property.

8. The referenced rezoning applications seek approval of a use that is inconsistent with the residential character of my neighborhood as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power. Further, the City of Kennesaw's development code does not permit it to grant at least one of the applicant's requested variances (density). Finally, the applicant has not shown any hardships to justify any variances from the City of Kennesaw's Code, least of all any variance increasing the density to one greater than that allowed by the City of Kennesaw's Code.

9. Approval of these rezoning and variance applications would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal

protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

FURTHER AFFIANT SAYETH NOT.

So sworn, this 15 day of June, 2020.

Notary Public
My commission expires: 11/20/2023
(SEAL)

Name: **Brendan Cosgrove**
Address: **4028 Ayers Drive**

GABRIELLE FRANKLIN
NOTARY
EXPIRES
GEORGIA
November 20, 2023
W-00433727
PUBLIC
COBB COUNTY

EXHIBIT "A"

IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Ryan Lee**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I am the CEO of R.A. Lee & Associates Architects, Inc. ("R.A. Lee"), which owns an office condominium located in the 75 Wade Green Business Center at 1301 Shiloh Road, Suite 321, Kennesaw, Georgia 30144, in which R.A. Lee operates its business. As shown on the GIS Map attached hereto as Exhibit A, R.A. Lee property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property.

6. In my experience, as a business and property owner in the 75 Wade Green Business Center, adjacent to the Subject Property, and based upon my proximity to Shiloh Road, the area experiences increasing problems due to Kennesaw State University students throwing trash in our office park and on surrounding streets as well as parking in our office park. I am familiar with property values in the area and it is my opinion that due to my property's location adjacent to the Subject Property, my property will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over my office, causing it, as well as my business, to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual and unregulated hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property and will further negatively impact R.A. Lee's business.

8. The referenced rezoning and variance applications seek approval of a use that is inconsistent with the character of our business office park as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

[Signature Page Follows]

FURTHER AFFIANT SAYETH NOT.

So sworn, this 15th day of June, 2020

Rose Marie Martin

Notary Public

My commission expires: 06-04-2022

(SEAL)

ROSE MARIE MARTIN
NOTARY
EXPIRES
GEORGIA
June 4, 2022
PUBLIC
BARTOW COUNTY

Name: **Ryan Lee**

R.A. Lee & Associates, Architects, Inc.

1301 Shiloh Road, Suite 320

EXHIBIT A

IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Ricardo Zampatti**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I am the CFO of 75 Wade Green Business Center Association, Inc. (the "Association") as well as a board member, which was authorized by the record Declaration of Covenants for the 75 Wade Green Business Center in Kennesaw, Georgia, said covenants recorded in the Cobb County Real Estate Records at Deed Book 13071, Page 533 and Deed Book 13502, Page 1715, and are incorporated herein by reference. As shown on the GIS Map attached hereto as Exhibit A, the Association's property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which

proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property

6. In my experience, as a business and property owner in the 75 Wade Green Business Center adjacent to the Subject Property as well as CFO of the Association, and based upon the Association's proximity to Shiloh Road, the area experiences increasing problems due to Kennesaw State University students throwing trash in our office park and on surrounding streets as well as parking in our office park. I am familiar with property values in the area and it is my opinion that due to the Association's property's location adjacent to the Subject Property, the Association's property will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over our office park, causing it, as well as the business I operate in the park, to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual and unregulated hours, which will further negatively impact my business and property value as well as the Association's property to a degree, and in a manner, not experienced by other members of the public.

8. The referenced rezoning and variance applications seek approval of a use that is inconsistent with the character of our business office park as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

FURTHER AFFIANT SAYETH NOT.

So sworn, this 12 day of June, 2020.

Diane D. Atlaschi
Notary Public
My commission expires: 6/19/20
(SEAL)

DIANE D ATLASCHI
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 19, 2020
FULTON COUNTY, GEORGIA

Name: **Ricardo Zampatti**
Board Member, 75 Wade Green Business Center

Association, Inc.
1301 Shiloh Road, Suite 1621

EXHIBIT A

IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Kenneth Stavas**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I am the Secretary of 75 Wade Green Business Center Association, Inc. (the "Association"), which was authorized by the record Declaration of Covenants for the 75 Wade Green Business Center in Kennesaw, Georgia, said covenants recorded in the Cobb County Real Estate Records at Deed Book 13071, Page 533 and Deed Book 13502, Page 1715, and are incorporated herein by reference. As shown on the GIS Map attached hereto as Exhibit A, the Association's property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which

proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property.

6. In my experience, as a business and property owner in the 75 Wade Green Business Center adjacent to the Subject Property as well as Secretary of the Association, and based upon the Association's proximity to Shiloh Road, the area experiences increasing problems due to Kennesaw State University students throwing trash in our office park and on surrounding streets as well as parking in our office park. I am familiar with property values in the area and it is my opinion that due to the Association's property's location adjacent to the Subject Property, the Association's property will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over our office park, causing it, as well as the business I operate in the park, to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual and unregulated hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property as well as the Association's property.

8. The referenced rezoning and variance applications seek approval of a use that is inconsistent with the character of our business office park as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights

(GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

FURTHER AFFIANT SAYETH NOT.

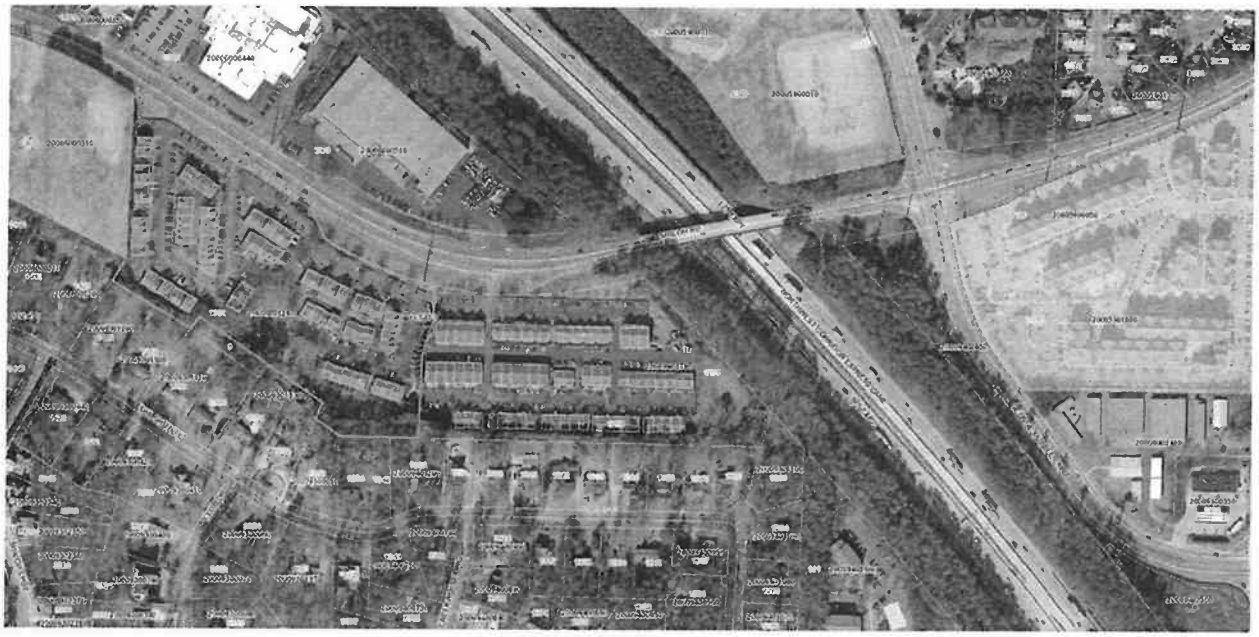
So sworn, this 12th day of June, 2020.

Notary Public: CONNIE P SMITH
My commission expires: 8/14/2020
(SEAL)

CONNIE P SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 14, 2020
CHEROKEE COUNTY, GEORGIA

Name: **Kenneth Stavas**
Secretary, 75 Wade Green Business Center Association, Inc.
1301 Shiloh Road, Suite 1730

EXHIBIT A



IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Ty Kataja**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I own and live at the property located at and known as 1440 Shiloh Trail NW, Kennesaw, Georgia 30144. As shown on the GIS Map attached hereto as Exhibit "A", my property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property.

6. In my experience, as a homeowner near the Subject Property, and based upon my proximity to Ayers Drive and Shiloh Road, the area experiences increasing problems due to Kennesaw State University students speeding past Ayers Drive, throwing trash, and parking on and around Ayers Drive. I am familiar with property values in the area of my home and it is my opinion that due to my home's location bordering the Subject Property, my home will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over my house, causing it to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property.

8. The referenced rezoning applications seek approval of a use that is inconsistent with the residential character of my neighborhood as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

[Signature Page Follows]

FURTHER AFFIANT SAYETH NOT.

So sworn, this 13th day of June, 2020.

Notary Public
My commission expires: 9/9/23
(SEAL)

Name: **Ty Kataja**
Address: **1440 Shiloh Trail NW**

AUSTIN WELLS
NOTARY PUBLIC - GEORGIA
COBB COUNTY
My Commission Expires September 9, 2023

EXHIBIT A

CHEROKEE ST
AYERS DR
SHILOH RD
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SHILOH TRAIL
SHILOH TRAIL W
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IN RE: **Fountain Residential Partners, LLC**
City of Kennesaw Rezoning Application RZ 2020-01
City of Kennesaw Variance Application ZV 2020-01
+/- 4.4 acres at 1465 Shiloh Road, Kennesaw, Georgia

AFFIDAVIT

STATE OF GEORGIA
COBB COUNTY

1. My name is **Lonnie Roberts**, and after personally appearing before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia and after first being duly sworn, I state, under oath the following:

2. I am over the age of 21, competent in all respects to testify regarding the facts contained below and suffer no mental or physical infirmities. Unless otherwise stated below, all facts are based upon my personal knowledge.

3. I give this Affidavit freely and voluntarily for use in connection with the proposed rezoning and variances sought by Fountain Residential Partners, LLC for a certain +/- 4.4 acre tract of land specifically located at and known as 1465 Shiloh Road, Kennesaw, Georgia 30144 (the "Subject Property.")

4. I own and live at the property located at and known as 1432 Shiloh Trail NW, Kennesaw, Georgia 30144. As shown on the GIS Map attached hereto as Exhibit "A", my property is adjacent to the Subject Property.

5. I have examined the March 13, 2020 revised site plan and materials filed in connection with Fountain Residential Partners, LLC's rezoning and variance applications, which proposes the construction of a 3-story, 34.75' tall student housing apartment with 52 units and 241 beds on the Subject Property.

6. In my experience, as a homeowner near the Subject Property, and based upon my proximity to Ayers Drive and Shiloh Road, the area experiences increasing problems due to Kennesaw State University students speeding past Ayers Drive, throwing trash, and parking on and around Ayers Drive. I am familiar with property values in the area of my home and it is my opinion that due to my home's location near the Subject Property, my home will be devalued by at least 15-20% if the proposed student housing apartment is allowed to be constructed on the Subject Property.

7. In addition to the problems referenced in Paragraph 6, a 3-story, 34.75' tall apartment building will tower over my house, causing it to further diminish in value due to its proximity to this proposed project. Considering the constant (and similar) problems U Club and West 22 already create for Kennesaw, there is no doubt there will be a substantial increase in lights, noise and other emanations from this project particularly at unusual hours, which will specifically damage and derogate from the reasonable use and enjoyment of my property.

8. The referenced rezoning and variance applications seek approval of a use that is inconsistent with the character of our business office park as well with the City of Kennesaw's land use plan and I believe that the proposed rezoning, if granted, would constitute an abuse of the City's zoning power.

9. Approval of this rezoning application would deprive me of the enjoyment of my property without due process (GA Const. Art. 1, § 1, ¶ I), deny me of my equal protection rights (GA Const. Art. 1, § 1, ¶ II), and further shall amount to a taking with compensation being first paid (GA Const. Art. 1, § 3, ¶ I).

[Signature Page Follows]

EXHIBIT A

FURTHER AFFIANT SAYETH NOT.

So sworn, this 13 day of June, 2020.

Notary Public
My commission expires: 11/20/2023
(SEAL)

GABRIELLE FRANKLIN
NOTARY
EXPIRES
GEORGIA
November 20, 2023
W-00433727
PUBLIC
COBB COUNTY

Name: **Lonnie Roberts**
Address: **1432 Shiloh Trail NW**

R.A. Lee & Associates, Architects
Residential · Commercial · Planning · Construction Management

June 15, 2020

Exhibit – I

KENNESAW CITY COUNCIL
2529 J O Stephenson Avenue
Kennesaw, Georgia 30144

RE: LETTER OF OPPOSITION TO THE REZONING OF 1465 SHILOH ROAD

To the honorable Mayor and City Council of Kennesaw,

I write in opposition of the rezoning of 1465 Shiloh Road by the applicant Fountain Residential Partners. The design and application provided fails to meet the requirements of the RM-12 rezoning and will be a detriment to our community if approved. My objections and reasons follow:

Item 1 – Objection of density

Pursuant to the zoning code (see excerpts attachment A) of ordinances for Kennesaw a "Dwelling Unit" is defined as being "occupied by one family", additionally "Family" is defined in the ordinance as "not more than (3) persons not related". The applicant's design provides for 41 (78%) of their 52 units as five (5) bedroom units which will be occupied by more than three persons not related. This is in direct violation of the zoning code for Kennesaw and a non-conforming design to the RM-12 zoning.

Understanding that the rezoning application has been recommended for approval by staff, conditional. Condition 8, provides for the ability of the applicant to construct 241 beds and 52 units. This condition DOES NOT alleviate the defining conditions in the zoning code that "not more than (3) persons not related" define a "Dwelling Unit".

Presuming that all of the residents will not be related, the actual unit count would be 81 total units (241 beds divided by 3 persons unrelated). Reverse engineering, using the maximum dwelling units per RM-12 of 52, times 3 per persons unrelated, your maximum bedrooms allowable would be 156 beds. There has been no request of variance in the increase in density of unit count, to match the 81 units, and the conditional increase in bedroom count is in violation of the zoning process by way of not being a variance.

Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw § B - "**Unless a proper variance is granted**, no building shall hereafter be erected or altered so as: §2 –"To accommodate or house a **greater number of families**."

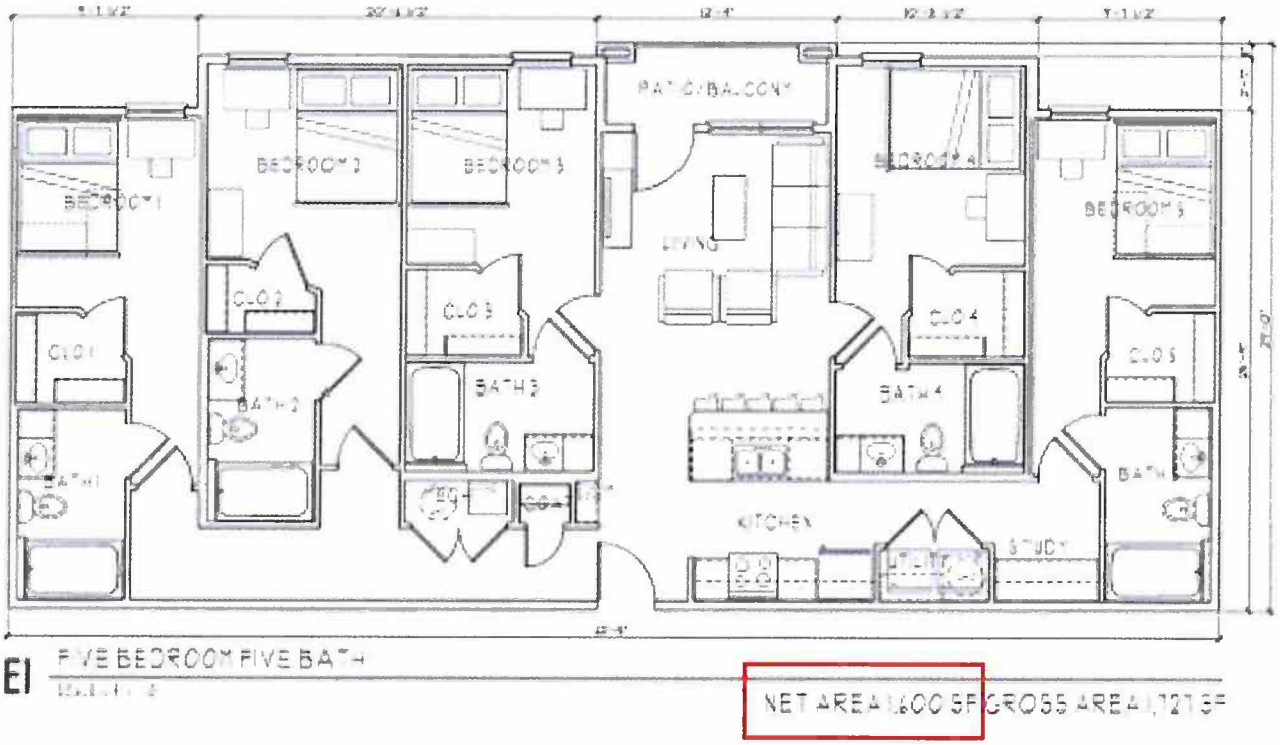
As the definition of "Dwelling Unit" is controlled by the definition of "Family" and that definition cannot be altered unless a proper variance is granted, the proposed density via design, by the applicant, and the additional condition to increase the bed count proposed by staff, without variance, in my professional opinion, is in violation of the code of ordinances for Kennesaw, non-conforming as submitted, a violation of the rezoning process, and should be denied.

Item 2 – Objection of unit sizes and violation of zoning standards

Pursuant to the table in section 4.01.02 Dimensions Standards for Development (see below) the minimum floor area required is established in the zoning code, this presumes all units meet the definition of "Dwelling Unit". Presuming that, a three-bedroom unit, minimum area, is 900 SF and each additional bedroom would be an additional 450 SF. Using this data, a five-bedroom unit would be required to be a minimum of 1800 SF.

District	Designation	Min. Lot Area (sq. ft.)	Min./Max Acreage Required	Max. DUA Per Acre/FAR	Min. Floor Area (sq. ft.)	Min. Lot Width at Front Setback (feet)	Minimum Front Yard Setback 1 (feet)			Major Side Yard 2 (feet)	Min. Side Yard (feet)	Min. Rear Yard (feet)	Max Cover (%)	Max Hgt.
							Arterial	Collector	Local					
Multiple-Family (12 units per acre)	RM-12	80,000		12	1—600 2—750 3—900 4—450	75	50	40	30	25	10	30	35	4 sty 40 ft

The below image is taken from the applicant's presentation material, as you can see the net area is 1600 SF. As the zoning code requires a '<u>minimum</u>' area of 1800 SF the design provided is below the minimum required and appears to have been developed for the sole purpose of increasing the density beyond the allowable for this property.



As previously indicated the applicant has provided for 41 (78%) of the 52 units to be five bedroom and five bath units, as they are 200 SF short of the minimum, this is no minor deviation than can be approved by staff. No variance or condition has been presented as part of the application, I would also contend that even if presented, it should not be approved. Though difficult to see in the upper left corner of this plan, the minimum bedroom size is listed as 9'-7 1/2" wide. Taking out the

wall widths you only have a 9'-0" wide usable width for a bedroom! Is this really the applicant's idea of a "upscale student housing development" as indicated in their application? Additionally, this condition not only is present in this bedroom, but ALL BEDROOMS in this unit type. This would be the predominant bedroom usable width for the entire property given that 41 of the 52 units are this unit type.

Regardless, the applicant has failed to provide the minimum floor areas per 4.01.02 and this rezoning should be denied.

Item 3 – Objection due to insufficient infrastructure

Pursuant to the utility mapping provided by Cobb County (see below) the largest utility line in that area is a single tap for sewer of an 8" diameter line. Normal engineering indicates that an 8" sewer line will handle 1600 DFU (Drainage Fixture Units), to put this in perspective a bathroom group generates approximately 5 DFU's, a kitchen normally 2 DFU's, and a washing machine 2 DFU's. The applicant's project will generate:

241 bathrooms x 5 DFU's =	1295 DFU's
52 kitchens x 2 DFU's =	104 DFU's
52 Washers x 2 DFU's =	104 DFU's

Total DFUs required 1503 of a 1600 maximum available for just this project. You are upstream from the 75 Wade Green Office park (see image below for sewer routing) the remain 97 DFU's will only service another 20 bathrooms to an office park that contains hundreds of bathrooms. You are taxing that infrastructure beyond its limit by increasing the density of this property when it wasn't originally intended to be this dense. The previous zoning, assuming three-bathroom homes, would have had a maximum of six lots with a load of 19 DFU's per lot, totaling 114 DFU's. You are 13 times more load on the infrastructure that what it was intended.

Again, this rezoning should not be approved.

Item 4 – Objection of impervious surfaces, storm water management, and water runoff

Pursuant to the applicant's site plan it states that the subject property will have 70% of the property as impervious surfaces. This means that approximately 3.08 acres of the 4.40 acre property will be taking on storm water and cannot be absorbed into the earth. Currently, my best guess is that the existing property has about 20% impervious surface. I'll concede that this 70% impervious surface water can be managed, stored, and released, but this property's original zoning, R-30, was set up for single family lots at a minimum lot area of ¾ acres, with setbacks on each property, and driveways. Your maximum impervious surface, at my best estimates, would have been 40-50%.

Pursuant to Cobb County's GIS mapping, the contours of that property will cause the storm water runoff to go to the three properties to the south, lots 1440, 1432, and 1420, see image below. The applicant's civil engineer will manage the flow so that the storm water will flow at the same rate as the current property normally drains, but it's going to have to flow a larger volume of water which the properties to the south have not been prepared for due to the existing zoning being single family. You will have wet streams in lieu of dry consistently. Additional erosion will be caused and in my professional opinion devaluation of their properties.

Civil engineering will release water around this point on site.

The surrounding properties (lots 1440, 1432 and 1420) are not prepared for this development and as a result of the rezoning will be a detriment. I argue against the applicant's statement on their response to question 9 below (in their application) that this rezoning is "*compatible with current environmental conditions in light of development on surrounding properties. The Applicant's proposed student housing community will increase the value, use and enjoyment of surrounding properties by providing much needed, additional stormwater infrastructure at the Property.*"

9) **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?**

The proposed rezoning and student housing development are compatible with current environmental conditions in light of development on surrounding properties. The Applicant's proposed student housing community will increase the value, use and enjoyment of surrounding properties by providing much needed, additional stormwater infrastructure at the Property.

How is adding a 70% impervious surface parking lot with additional stormwater runoff volume increasing the surrounding properties value? Additionally, how is the runoff from a parking lot, which will have debris, oil, and gas in that runoff going to benefit the residence to the south and be "compatible with the environment"?

Again, I would argue that this development is not in the best interest of this community and should be denied.

Item 5 – Objection of future retaining walls and physical structures

The applicant has provided in its presentation that it will require the use of retaining walls in order to grade the property to construct its proposed parking. These retaining walls are in some cases 20'-0" in height. This information has only been shown towards the single-family properties, specifically lots 1432 and 1440, and no information has been provided for the abutment to 75 Wade Green office park. My office is located at this location and I suspect my second story window will now be looking at a retaining wall and/or their dumpster enclosure. To give you a point of perspective I'm currently looking at a grove of trees. This will devalue my property and will cause issues with me renting my office space to prospective tenants.

Additionally, the applicant is indicating the use of a modular retaining walls. Physically I do not see how this is going to be constructed without an easement from 75 Wade Green office park. As a member of that association it would be my vote that no easement be granted.

I ask the Mayor and City Council provide relief to my business by denying this application as its physical design, at the office park property line, will harm my business during both construction and in operation of this student housing property.

Item 6 – Objection to rezoning due to current national crisis and possible market shifts

The Covid-19 health crisis has provided a tectonic shift in the multifamily, student housing, and general business markets. Many colleges, as I suspect KSU may be one of them, are evaluating new dynamics in remote teaching and I'm hearing from multiple student housing developers that there are growing concerns about defaults in the fall or possible occupancy reductions due to social distancing and reduction in enrollment. While I'm not necessarily opposed to a multifamily development at this location, if designed and developed correctly, I do believe at this specific moment, it is NOT in the best interest of Kennesaw to rezone this property.

My fear is that the applicant's five-bedroom units may be completely empty in the future, if KSU chooses to change its teaching methods, the city of Kennesaw and the surrounding existing properties would then be left to deal with a dark box of a majority of five-bedroom units that could never be rented.

Summary

This application for rezoning should be denied. Its density does not comply with the rezoning requirements, its unit sizes do not comply with the rezoning requirements, its density is going to tax the current sewer infrastructure beyond its capabilities, its increase in impervious surface will cause an increase in volume of storm water runoff that will be a detriment to the surrounding properties, the physical retaining walls and density will cause harm to my business and will cause a reduced market value of my property. Finally, the national crisis of the Covid-19 virus has placed doubt on if this rezoning will be needed for our community.

I appreciate your consideration in this matter and request you deny this rezoning in its entirety.

Sincerely,

Ryan A. Lee, Architect, President & CEO
R.A. Lee & Associates, Architects
1301 Shiloh Road, Suite 321
Kennesaw, Georgia 30144

STATE OF GEORGIA
RYAN ALAN LEE
CERTIFICATE NO. RA07680
REGISTERED ARCHITECT

Attachment "A" – Zoning References

Attachment "A"

Copies of Zoning References

Pursuant to section 1.09.00 Definitions of the Zoning Code of Ordinances of Kennesaw.

Dwelling Unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Family: One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house or hotel, as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

Density:

1. The overall intensity of land use for the total project.

2. Residential density is the number of housing units permitted per acre in the zoning district involved in accordance with the terms of the zoning ordinance or as authorized under conditional zoning by the Mayor and City Council. The maximum residential density per developable acre authorized for R-30, R-20, R-15, R-12, R-10, PUD-R, RA-4, RM-8, RM-12, and FST zoning districts are set forth in Chapter Four of the Unified Development Code. These maximums could be lowered by conditional zoning by the Mayor and City Council. A developable acre shall not include any part or parts of rivers, streams, floodplains and natural lakes which are not the result of manmade dams. The maximum allowable dwelling units per acre shall in no event exceed any of the following:

   a. The maximum set forth in article VIII of this appendix for such zoning district;

   b. The maximum dwelling units per acre which can be constructed without violating any other restrictions, limitations, and/or requirements of such zoning district or the maximum authorized under conditional zoning by the Mayor and City Council.

Pursuant to section 4.01.00 Site Design Standards for Base Zoning Districts § 4.01.01 Application of Regulations of the Zoning Code of Ordinances of Kennesaw:

B. ***Height and density***. **Unless a proper variance is granted**, no building shall hereafter be erected or altered so as:

1. To exceed the height limits;
2. To accommodate or house a greater number of families;
3. To occupy a greater percentage of lot area; or
4. To have narrower or smaller rear yards, front yards, side yards, courtyards or other open spaces, than herein required; or in any other manner contrary to the provisions of this ordinance.

Exhibit – J

ELECTION OF GMA'S DISTRICT 3 WEST OFFICERS FOR 2020-2022

BALLOT

The following city officials have been nominated as GMA's District 3 West Officers for 2020-2022:

- President — Al Thurman, Mayor, Powder Springs
- Vice President — Sam Davis, Councilmember, Douglasville

**No additional nominations were received by the May 18, 2020 deadline.*

If your city is in favor of the proposed slate of officers, please check here: ✓

If your city is opposed to the proposed slate of officers, please check here: _____

Please provide the following information:

City: KENNESAW

Name of person submitting ballot: C. DEREK EASTERLING, MAYOR

Signature: C. Derek Easterling

Please mail or email ballot by June 17 to:

Aileen Harris, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; Email: aharris@gacities.com.

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of May 11, May 26, and June 8, 2020 Mayor and City Council work session minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
05-11-20 Work Session Minutes	6/26/2020	Minutes
05-26-20 Work Session Minutes	6/26/2020	Minutes
06-08-20 Work Session Minutes	6/26/2020	Minutes

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk
Lea Addington

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

City Council
Work Session Meeting Minutes
May 11, 2020 6:30 PM
Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

Mayor Easterling called the regularly scheduled Work Session to order at 6:40 PM via Zoom/ Facebook Live due to technical difficulties. All members of Council were present. Staff present: City Attorney Randall Bentley, Sr., City Manager Jeff Drobney, Assistant City Manager, Marty Hughes, City Clerk Lea Addington, Zoning Administrator Darryl Simmons, Finance Director Gina Auld, Public Works Director Ricky Stewart, Parks and Recreation Director Steve Roberts and Police Chief Bill Westenberger.

IV. ANNOUNCEMENTS

A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is only being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting.

Mayor and Council will be conducting their meeting through Zoom Meeting and Facebook Live and you can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/

B. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

V. PRESENTATIONS

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. FIRST PUBLIC HEARING: RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP)

report covering the five- year period of 2020-2024.

The City of Kennesaw is required to adopt an annual report for Capital Improvements Element and the Short Term Work Projects. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2020 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs (DCA) has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report review and adoption is required for all jurisdictions that collect development impact fees. This is the first of two required public hearings with adoption to be considered at the June 1, 2020 scheduled Mayor and Council meeting. City Staff recommends adoption of this resolution and report to maintain QLG status.

Zoning Administrator Darryl Simmons presented the resolution to adopt the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP). It requires two public hearings, the first being May 18, 2020 at 6:30 PM and the second for consideration of adoption being June 1, 2020 at 6:30 PM.

XI. CONSENT AGENDA

A. Approval of the May 4, 2020 Mayor and City Council meeting minutes.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

A. Accept the Audit Report for Fiscal Year Ended September 30, 2019 for the City of Kennesaw as presented by Mauldin and Jenkins, LLC CPA firm.
The audit report is presented to the Mayor and Council each year. This report is for the Fiscal Year Ended September 30, 2019 as presented by Mauldin and Jenkins, LLC. Finance Director recommends acceptance of the report.

Finance Director Gina Auld shared Mauldin and Jenkins, LLC CPA firm will be attending the Mayor and Council regular meeting via Zoom on May 18, 2020 at 6:30 PM to present the results from the 2019 Audit Report. The firm has one recommendation but no findings.

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

A. Receipt of the 2020 March/ April Crime Statistics

Chief Bill Westenberger presented the March and April 2020 crime statistics.

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, Operations Specialist
JOSHUA GUERRERO, Systems Administration Specialist

XV. PUBLIC WORKS

RICKY STEWART, Public Works Director
ROBBIE BALENGER, Facilities Manager

A. Authorize the Start of Right of Way Abandonment Process for Burrell Court and a portion of Keene Street.

The City is in receipt of a request from Core Property Capital for right of way abandonment for Burrell Court and a portion of Keene Street. In accordance with Georgia law, O.C.G.A Title 32, Chapter 7, multiple steps must be followed to abandon public rights of way. The first step is approval from the governing body to start the abandonment process. With Council's approval, the Public Works Department will proceed with the abandonment process. The Public Works Director recommends approval of beginning the abandonment process.

Public Works Director Ricky Stewart presented the request from Core Property Capital for right of way abandonment for Burrell Court and a portion of Keene Street.

XVI. RECREATION AND CULTURE

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

A. DISCUSSION ONLY: July 3rd Salute to America Celebration

Parks and Recreation Director, Steve Roberts, presented the recommendation of the Salute to America Committee to move the July 3rd event to September 12th. Councilmember Blinkhorn asked what the final date to make a decision was and Mr. Roberts responded there isn't necessarily a final date but there needs to be ample time to make sure there is an executable plan in place. Councilmember Eaton shared we need to get information out to citizens as soon as possible. Councilmember Ferris suggested to keep the event on July 3rd and do strictly fireworks. Jeff Drobney mentioned many business owners strongly advocated not having only fireworks due to the amount of traffic they receive during a full event.

Councilmember Ferris suggested this item be added to agenda for the regular meeting to take action.

XVII. COMMUNITY DEVELOPMENT

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

A. Approval of a revised final plat for the Villages @ Fullers Chase that identifies as-built locations for Units 21-24. The applicant is Traton Homes.

The final plat submitted for the Villages @ Fullers Chase submitted by Traton Homes LLC., will supersede the previously approved plat. This revised plat will identify the as-built locations for townhome units 21 to 24 located in the townhome development. The Zoning Administrator recommends approval.

Zoning Administrator, Darryl Simmons, presented the revised final plat for the Villages at Fullers Chase. This plat reflects the accurate locations for the four units.

Mayor Easterling recommended the item be moved to the Consent Agenda with a visual confirmation from all members of Council.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XIX. CITY MANAGER'S REPORT (Jeff Drobney)

A. Approve the proposed list of projects for the 2022 Special Purpose Local Option Sales Tax (SPLOST) referendum, which Cobb County has scheduled for November 2020 vote with the public.

Per previous discussion with Council and after staff evaluations the proposed projects reflect the priority of needs for the next six years. The list of projects remains unchanged from previous discussions with Mayor and Council. Due to COVID-19 issues, there were reduced Public Information meetings, however, Cobb County is looking to hold additional meetings but with no definitive schedule, as of yet. Due to legal timelines Cobb County is requesting submittal of our approved project list for publication in the SPLOST guidebook. Staff recommends approval.

Assistant City Manager Marty Hughes presented the proposed list of projects for the 2022 Special Purpose Local Option Sales Tax (SPLOST) referendum which Cobb County has scheduled for November 2020 vote with the public.

Mayor Easterling recommended the item be moved to the Consent Agenda with a visual confirmation from all members of Council.

B. City Manager reports, discussions and updates.

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.

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

Mayor Easterling adjourned the meeting at 7:15 PM.

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk
Lea Addington

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

City Council
Work Session Meeting Minutes
May 26, 2020 6:30 PM
Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

Mayor Easterling called the regularly scheduled Work Session to order at 6:43 PM via Zoom/ Facebook Live due to technical difficulties. All members of Council were present. Staff present: City Attorney Randall Bentley, Sr., Attorney Coleen Hosack, City Manager Jeff Drobney, Assistant City Manager Marty Hughes, City Clerk Lea Addington, Zoning Administrator Darryl Simmons, and Business License Supervisor Derek Cox.

IV. ANNOUNCEMENTS

A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is only being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting.

Mayor and Council will be conducting their meeting through Zoom Meeting and Facebook Live and you can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/

B. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

V. PRESENTATIONS

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. FINAL PUBLIC HEARING: Approval of RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program(CIE/STWP) report covering the five- year period of 2020-2024.

The City of Kennesaw is required to adopt an annual report for Capital Improvement Element and the Short Term Work Projects. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2020 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs (DCA) has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report review and adoption is required for all jurisdictions that collect development impact fees. The first public hearing was held May 18, 2020. This is the final required public hearing with adoption to be considered at the June 1, 2020 Mayor and Council meeting at 6:30 PM. City Staff recommends adoption of this resolution and report to maintain QLG status.

Zoning Administrator, Darryl Simmons, presented the resolution of to adopt the updates to the Capital Improvement Element and Short Term Work Program (CIE-STWP) report. This is the final public hearing with adoption to be considered at the June 1, 2020 Mayor and Council meeting at 6:30 PM.

[Councilmember Viars recused herself from the Zoom meeting].

B. FINAL PUBLIC HEARING: Approval of an ORDINANCE to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," adding a new section under Chapter 2, "Zoning Districts," Section 2.06.06 "Special Districts," amending Section 2.02.03 "Table of Land Uses-- Residential Districts" and amending "Required Spaces-- Table 6.06.09A."
The proposed code amendments address the housing use that deals directly with purpose built student housing located within city limits. The proposed zoning district to be added to chapter two along with the associated definitions and standards were presented to the Planning Commission at their regularly scheduled meeting February 5, 2020. Don Bergwall motioned to adopt the code amendments and new zoning district as submitted, seconded by SaVaughn Irons. Vote 3-0. Legal reviewed and helped develop. This public hearing item was postponed from the February 17, March 2, and March 16 2020 Mayor and City Council meetings. Zoning staff, legal and technical staff are compiling data and draft for review and possible action for the June 1, 2020 Mayor and City Council meeting.

Zoning Administrator, Darryl Simmons, presented the ordinance to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," adding a new section under Chapter 2, "Zoning Districts," Section 2.06.06 "Special Districts," amending Section 2.02.03 "Table of Land Uses-- Residential Districts" and amending "Required Spaces-- Table 6.06.09A." Mr. Simmons went through a list of discussion items with Mayor and Council. Attorney Hosack directed Council to the highlighted portions of Exhibit A explaining staff is looking for direction in regard to numbers for density, minimum floor size per unit, parking etc. Council weighed in on details of the ordinance.

[Councilmember Viars returned to the Zoom meeting].

XI. CONSENT AGENDA

A. Approval of the May 18, 2020 Mayor and City Council meeting minutes.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

A. Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for Tacos and Beer 3, LLC d/b/a Luna Maya Mexican Cantina located at 1575 Crater Lake Drive, BLDG 550, Kennesaw, GA 30152. Applicant: Rene Garcia.

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.

100.0000.32.1100 Application Fee $350.00

Business License Supervisor, Derek Cox, presented an alcohol license for beer, wine, liquor and Sunday sales for Tacos and Beer 3, LLC dba Luna Maya Cantina.

Mayor Easterling recommended keeping the item where it is on the agenda with a visual confirmation from Council.

B. Consideration for approval of a Temporary Use Permit for TNT Fireworks. Applicants: Adam Jernigan/Kathy Roos.

This Temporary Use Permit request is for the TNT Fireworks/Group of Interested Citizens to sell fireworks in the parking lot located at 2500 North Cobb Parkway, Kennesaw, Georgia 30152. Property owner, Mr. Ben Kushner, with The Crossings Partners, LLC, will provide written permission to conduct this activity on his property after the permit is approved by the City. Attached is a plat of where the stand will be placed. A similar fundraiser was conducted at the same location in December 2019. This approval is contingent upon passing the Cobb County Fire Marshal's inspection and obtaining written permission from the property owner. Finance Director recommends approval.
100.0000.31.6100 $500

Business License Supervisor, Derek Cox, presented a temporary use permit for the TNT Fireworks/Group of Interested Citizens to sell fireworks in the parking lot located at 2500 North Cobb Parkway, Kennesaw, Georgia 30152.

Mayor Easterling recommended moving the item to the Consent Agenda with a visual confirmation by Council.

[Councilmember Viars recused herself from the Zoom meeting].

C. Consideration for approval of a beer manufacturer license for Horned Owl Brewing, LLC located at 2765 South Main Street, Suite A, Kennesaw, GA 30144. Applicant: Joseph Uhl.

The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-

36. Current application and background check results are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quite enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. This location is within 600 feet of a school. Sec. 6-43 refers to all locations within 600 feet of a school or college campus building. Sec. 6-43 states the Mayor and Council may waive the distance requirement if satisfactory evidence shall be produced that no adverse effect to property values or the use of the facilities for the aforesaid purposes would occur if a license was granted. Finance Director recommends approval.

100.0000.32.1100 Application Fee $350.00

Business License Supervisor, Derek Cox, presented a beer manufacture license for Horned Owl Brewing, LLC.

Mayor Easterling recommended keeping the item where it is on the agenda with a visual confirmation from Council.

[Councilmember Viars returned to the Zoom meeting].

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, Operations Specialist
JOSHUA GUERRERO, Systems Administration Specialist

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

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.

Jeff Drobney spoke about the City taking additional steps to reopen services. Court was held today and the Splash Pad will open at the end of the week. Marty Hughes discussed a couple of

strategies to reopen Council meetings to the public. Staff recommendation is to keep Council in the Chambers and have overflow for public in the Ben Robertson Community Center using Zoom meeting and Facebook Live. This recommendation is $8,000 as opposed to recreating the Council Chamber's audio and video set up in the Ben Robertson Community Center which is $80,000. Councilmembers Henderson, Eaton and Viars agreed with the staff recommendation due to cost. Councilmember Ferris believes the right questions have not been asked with such a high price as $80,000 quoted. Councilmember Blinkhorn agrees with the $8,000 option; however, would like staff to look at long-term solutions.

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.

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

Mayor Easterling adjourned the meeting at 7:55 PM.

MINUTES OF MAYOR & CITY COUNCIL WORK SESSION
CITY OF KENNESAW
Council Chambers
Monday, June 8, 2020
6:30 p.m.

Present: Mayor Derek Easterling
City Clerk Lea Addington
City Attorney Randall Bentley, Sr.

Zoom Meeting:
Mayor Pro Tem Pat Ferris
Councilmember James Eaton
Councilmember Tracey Viars
Councilmember Chris Henderson
Councilmember David Blinkhorn
City Manager Jeff Drobney

Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in compliance with O.C.G.A. §50-14-1, this meeting was only conducted via the use of Zoom Meeting and Facebook Live as the real-time telephonic technologies allowing the public simultaneous access to the public meeting.

The public had access to the Facebook Live via the following link: https://www.facebook.com/CityofKennesaw/

I. INVOCATION
No items.

II. PLEDGE OF ALLEGIANCE
No items.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is only being conducted via the use of real-time telephonic technologies allowing the public simultaneous access to the public meeting.

Mayor and Council will be conducting their meeting through Zoom Meeting and Facebook Live and you can access the meeting via the following link: https://www.facebook.com/CityofKennesaw/

B. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

[The City Attorney swore-in Assistant City Manager, Marty Hughes, to read public comments emailed to kennesawcouncil@kennesaw-ga.gov throughout the meeting].

V. PRESENTATIONS

No items.

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

[Councilmember Tracey Viars was recused from the Zoom meeting before the following comment and discussion regarding items X- A and B.]

Assistant City Manager Marty Hughes noted an email and read a letter, dated June 8, 2020, into the record from R. Baxter Russell, Esq., Dillard Sellers Attorneys at Law. The letter requested a withdrawal of Fountain Residential's variance application and requests. Please see "Comment A."

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

No items.

IX. COMMITTEE AND BOARD REPORTS

No items.

[Items X. A & B were discussed concurrently].

X. PUBLIC HEARING(S)

A. Authorization for approval of ORDINANCE for rezoning request submitted by Fountain Residential Partners. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said request to rezone property consisting of 4.4+/- acres. Project proposal is student housing with a rezoning request from City R-30 to City RM-12. The application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Mayor and Council meeting scheduled for June 15, 2020 was duly advertised through published legal ads run May 15 and May 22 2020. The property was reposted on May 19, 2020. The Planning Commission, at a meeting held on March 04, 2020, made recommendation (vote 3-0) to approve the rezoning with conditions. Staff Recommendation: Darryl Simmons, Zoning Administrator recommends approval of the RM-12 zoning district subject to staff's recommendation with the following item #9 added and referenced in the applicant's attorney letter dated March 13, 2020:

1. *Reversionary clause that requires that construction permits and activity be initiated within 24 months of the date of the rezoning and variance approval. Failure to obtain permits and start construction activity within the 24-month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-30.*

2. *Submission of a traffic impact study that demonstrates either the development will not have a negative impact on existing traffic conditions or that the negative impacts of the development can be mitigated through traffic improvements that will be incorporated as part of the development plan. Traffic counts shall be no more than three years old from date of the study and shall be taken during a time of year when the academic calendar is in session for nearby universities and schools.*

3. *All access for the development shall be an arterial or major collector roadway, as identified in the City of Kennesaw Unified Development Code or similar classification document.*

4. *Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors total equals 263 parking spaces to be provided.*

5. *Security requirements:*

a. *The property management company shall submit a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED). The security plan shall be submitted to the City of Kennesaw Police Department for review and safe-keeping and shall be updated annually at the beginning of each calendar year, no later than January 31. Any such security plan shall require that on-site management shall be required 24 hours per day, seven days per week.*

b. All access points on the property shall be secured with gated entry and shall be self-closing;

c. *The development shall be enclosed with a minimum eight (8)-foot high privacy fence along the entire property line.*

d. *The property shall be equipped with a security camera system that shall be monitored by the property management company on-site. Any such system shall record and store video images located throughout the common areas, including the parking areas, and signs shall be posted throughout the development notifying residents and visitors of the security camera system;*

e. *All common area doors and access gates shall be secured with electronic locks;*

f. *All apartment units shall be equipped with a door that features a 180-degree peep hole;*

g. *For every 200 parking spaces, the development shall feature at least one Emergency Blue Light Phone that is connected to the Cobb County Public Safety's 24-hour communications center and identify the phone location if the caller is unable to talk.*

Lighting: In order to ensure adequate illumination of the development and promote safety and security, the Parking Lot Design Guide standards set forth for Basic Enhanced Security, Security, and High Security as set forth in the Illuminating Engineering Society Lighting

Handbook (IESNA), latest edition, as amended, is adopted as the standard for the installation and operating of lighting in parking lots. ***No over flow of light onto/into the adjacent property.***

6. *All façade materials to be installed similar to the elevations provided by the applicant and be in compliance with the City of Kennesaw architectural Standards.*

7. *Maximum height of building will be 35 feet as per the adopted zoning ordinance chapter one that defines how building height is measured.*

8. Maximum number of units allowed will be 52 units with a maximum of 241 beds.

9. Right side of property - minimum 5 foot buffer be installed.

Zoning Administrator, Darryl Simmons, and City Attorney, Coleen Hosack, stated Mayor and Council would need to take action on the withdrawing of the variance request by Fountain Residential Partners at the June 15, 2020 Mayor and Council meeting at 6:30 PM. It will not be removed from the agenda.

Councilmember David Blinkhorn asked how the public hearings will take place on June 15, 2020. Assistant Marty Hughes responded the meeting itself will be a combination of Zoom meeting and in-person interaction. Mayor Derek Easterling mentioned Councilmember Eaton and Mayor Pro Tem Ferris will participate via Zoom and the rest of Council will be present in the Council Chambers. Councilmember Blinkhorn asked for clarification on whether the public was allowed to physically attend. Mayor Easterling responded, yes, as many individuals allowed within the Council Chambers and then overflow in the Ben Robertson Community Center.

Mayor Pro Tem Ferris wanted to check with the attorneys to make sure his participation via Zoom meeting was within the confines of the law. City Attorney Randall Bentley, Sr. said this decision was based on safety concerns and his office would create a memorandum to verify.

Mr. Simmons made Mayor and Council aware he was in receipt of additional correspondence in support of the rezoning item and hoped to have it by the end of the week.

Mayor Easterling shared Councilmember Viars will be recused from any correspondence, internally or externally.

B. Authorization for approval of variance requests submitted by Fountain Residential Partners, LLC. for property located at 1465 Shiloh Road. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said proposal is for purpose built student housing. The variance requests are for the following: (1) Increase the RM-12 zoning district max. density from 12 unites/acre to 15.55 units/acre (68 units total); (2) Reduce the front yard setback along Shiloh Road from 40 ft. to 30 ft. on property consisting of 4.4+/- acres. The application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Planning Commission, at a meeting held on March 04, 2020, vote 2-1, made

recommendation to deny the requested variances for density and front setback reduction. Staff recommendation: Darryl Simmons, Zoning Administrator, recommends the removal of the density and setback variance application due to the compliance of the RM-12 density and setback regulations presented in the revised site plan prepared by Kimley Horn dated 3-13-20.

XI. CONSENT AGENDA

A. Approval of the June 1, 2020 Mayor and City Council meeting minutes.

B. On May 29, 2020, Robert and Susan Strevens purchased two (2) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 64, Lots G & H. Authorize Mayor to sign the supporting deed for purchase of the lots. City Clerk recommends approval.

No discussion.

XII. FINANCE AND ADMINISTRATION
GINA AULD, Finance Director

A. Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for The Cigar Cellar, LLC d/b/a Cigar Cellar located at 2500 Cobb Parkway, Suite B-3, Kennesaw, GA 30152. Applicant: Eric Wilhelm. 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, background check and fingerprint results are on file. Finance Director recommends approval. 100.0000.32.1100 Application Fee $350.00

Item presented by Business License Supervisor, Derek Cox. No discussion. Item XII-A will remain where it is on the agenda.

XIII. PUBLIC SAFETY
BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

No items.

XIV. INFORMATION TECHNOLOGY
RICK ARNOLD, Co-Director
JOSHUA GUERRERO, Co-Director

No items.

XV. PUBLIC WORKS
RICKY STEWART, Director
ROBBIE BALENGER, Building & Facilities Manager

A. Approval of RESOLUTION authorizing an Intergovernmental Agreement For Ben King Road Between The City Of Kennesaw and Cobb County. The City has a 2016 SPLOST project to make improvements to Ben King Road. These improvements require the need to acquire additional right of way and easements

for construction. There are properties that front the project area that are not within the city limits of Kennesaw. In order to acquire property outside of the City's jurisdictional limits, an agreement between the City and Cobb County must first be in place. The agreement presented will satisfy this requirement. Legal has reviewed and approved. The Public Works Director recommends approval and for the Council to authorize the Mayor to sign the attached Intergovernmental Agreement.

Item presented by Public Works Director, Ricky Stewart. No discussion. Item XV-A will move to the Consent Agenda as item XI-C for the regular meeting scheduled June 15, 2020 at 6:30 PM.

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

No items.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

Assistant City Manager, Marty Hughes, summarized two emails into the record. The first email is from Leah Wood and she suggests the City of Kennesaw buy out Wildman's store and turn it into a civil rights museum. Please see "Comment B." The second email is from Kimberly Street and she shares with Mayor and Council how embarrassed she is by Wildman's store and avoids downtown as a result. She asks Council to be strict with what Mr. Myers presents outside of his business. Please see "Comment C."

XIX. CITY MANAGERS REPORT – Jeff Drobney

A. City Manager reports, discussions and updates.

Dr. Drobney mentioned how peaceful the protests have been in the downtown area and how accommodating the protesters have been. He recognized the police department and thanked them for their professionalism.

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.

B. DISCUSSION ONLY: Election of GMA's District 3 West Officers for 2020-2022.

Mayor Easterling wanted to make sure the Council is fine with the nominees for the Georgia Municipal Association's Distric 3 West Officer election for 2020-2022. It will be added to the agenda as an agreement to be voted upon.

XXI. COUNCIL COMMENTS

Councilmember Blinkhorn asks Council to take action. There have been protests across the country regarding the end of racism and equal treatment in the eyes of the police – Kennesaw has not been spared. He mentioned how the flags in Memorial Park were removed in fear of vandalism before the first protest. He asks for the United States flag be returned to Memorial Park and for the Confederate flag to be permanently removed -- it does not represent what the Kennesaw community is trying to achieve today.

Councilmember Henderson agrees with Councilmember Blinkhorn. He mentioned]removing the Confederate flag completely is a discussion that falls to our legal team but stands for any movement forward. He wanted to make the public aware that Swift Kids starts again this week and to come out and watch everyone play.

Mayor Pro Tem Ferris is fine with the Confederate flag being removed from Memorial Park. He would like to see it replaced by something historically accurate to the state of Georgia during the Civil War. He had an opportunity to be around the protests. He said the protesters were wonderful and incredibly eloquent.

Councilmember Viars stands with her fellow Councilmembers to take the flag down. She went to Dinner at the Depot and it has a growing crowd. She encourages everyone to go as it is a great chance to get out and see some friendly faces.

Councilmember Eaton shared Councilmember Blinkhorn touched on a subject that is near to his heart. A compromise is to replace the flag with the original Confederate flag which is much like the state of Georgia's flag without the emblem within the stars. He would like the American flag flying again. He pointed out how Jupiter, Saturn, and the moon will be in alignment tonight!

Mayor Easterling stated the removal of the Confederate flag will be added to the agenda for a vote on the June 15, 2020 Mayor and Council meeting at 6:30 PM.

He encouraged everyone to get out tomorrow and vote! Let your voice be heard.

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 7:03 P.M. The next regularly scheduled meeting will be held Monday, June 15, 2020 at 6:30 p.m. in the Council Chambers.

_____

Lea Addington, City Clerk

Lea Addington

Comment A

From: Baxter Russell <Brussell@dillardsellers.com>
Sent: Monday, June 08, 2020 4:13 PM
To: kennesawcouncil; Derek Easterling
Cc: Coleen Hosack; Darryl Simmons; Doug Dillard
Subject: Variance Application Withdrawal-Fountain Residential on Shiloh Road
Attachments: Fountain Residential_Variance Withdrawal .pdf

Good afternoon,

Please see the attached letter from Mr. Doug Dillard requesting the withdrawal of Fountain Residential's variance application and requests. We respectfully ask that you consider and withdraw the variances during tonight's work session meeting. Based upon the recommendations of Planning Commission and the updated site plan, our client's density and setback variances are no longer necessary. We ask that the variance application be withdrawn, in order to clean-up next week's hearing agenda and clarify any confusion that may exist about our client's project.

Our client seeks a rezoning to RM-12, and no longer requests any variances. We would like next Monday evening's agenda to reflect this, and ask that you grant our withdrawal of the variance application this evening.

Please let me know if you have any questions,

Baxter Russell

R. BAXTER RUSSELL, ESQ.

d (404) 665-1224 e brussell@dillardsellers.com

1776 Peachtree Street, NW, Suite 390N • Atlanta, Georgia • 30309

DILLARDSELLERS.COM

DILLARD Sellers
ATTORNEYS AT LAW

DILLARD Sellers
ATTORNEYS AT LAW

G. Douglas Dillard
404-665-1241

E-Mail
ddillard@dillardsellers.com

June 8, 2020

Via E-mail
Mayor Easterling and City Council Members
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Re: ZV2020-01 - Withdrawal of Variance Requests for 1465 Shiloh Road
Fountain Residential Partners, LLC

Dear Mayor Easterling and City Council Members,

Please accept this letter on behalf of my client, Fountain Residential Partners, the Applicant in the above-referenced variance application for 1465 Shiloh Road. By this letter, Fountain Residential Partners requests to withdraw without prejudice the above-referenced variance requests concerning density and setback variances.

As you are aware, Fountain Residential Partners seeks to rezone 1465 Shiloh Road from R-30 to RM-12 to develop a student housing community (RZ2020-01). On March 13, 2020, the Applicant submitted a revised site plan based on Planning Commission comments and recommendations. The current zoning site plan removes any need for the previously requested variances. The Applicant requests a rezoning of the Property and commits to fulfilling the conditions proposed by City Planning and Zoning Staff. In advance of the public hearing for my client's rezoning application on June 15, 2020, we request that the variance application is withdrawn and subsequently removed from next week's meeting agenda. We seek to focus on Fountain Residential Partner's rezoning request and avoid any confusion caused by variance requests that we will no longer pursue.

Thank you for your consideration, and please let us know if you have any additional questions.

Sincerely,

DILLARD SELLERS

/s/ G. Douglas Dillard
G. Douglas Dillard
R. Baxter Russell

cc: Darryl Simmons (dsimmons@kennesaw-ga.gov)
Coleen Hosack (coleen@thebentleyfirm.com)

00153634:1

Lea Addington

Comment B

From: Leah Wood <lwood30@icloud.com>
Sent: Monday, June 08, 2020 10:53 AM
To: kennesawcouncil; Lea Addington
Subject: URGENT KENNESAW BUSINESS

Hello! My name is Leah Crass. I have lived in the Kennesaw area most of my life. It has grown so much in just my lifetime and I am so proud that it houses KSU, a beautiful downtown area, and so many amazing businesses and restaurants. Since our community IS growing, as you can see from the vast amount of construction/zoning paperwork in this evening's agenda, I would like to suggest another way our community can be safer, more welcoming, and move forward into the future.
We must not allow Wild Man's shop in the downtown area. There are public, street-facing displays of the confederacy which fought for the enslavement of black Americans. There are horribly gross displays of racism available for purchase throughout the store. These are not "artifacts" or "historical pieces". This store has been in the community for almost 50 years as a response to growing diversity, not a preservation of history as it claims. As a child I remember going in there and being horrified by the racist stuff throughout. If this were truly a "historical" society, then it would tell the story of the struggle of Black Americans in our area as they dealt with the horrors of racism during the civil war up to present day, but it doesn't, it SELLS racist "relics" to people.
This store has no place in Kennesaw and as you should be aware, many peacefully protested its existence last week.

Not sure what to do with the space? Still want "history" to be preserved? Then buy him out, convert the store into a civil rights museum where our families can go and see how the history of our area is not defined by a group of traitorous racists (who lost the war by the way) but by the tireless efforts of men and women to move forward towards justice.
Let's be Anti-Racist, Kennesaw!

Thank you for reading my email! I know that if we all come together to fight the stain of racism in our past, that we can build an equitable and just future.

-Leah Crass 770-655-6029

Sent from my iPhone

Lea Addington

Comment C

From: Kimberly Street <kstreet1.ks@gmail.com>
Sent: Monday, June 08, 2020 5:18 PM
To: kennesawcouncil
Subject: Public Comments for City Council

To whom it may concern,

I'm writing to provide public comments regarding Wild Man's "store" in Downtown Kennesaw. My husband and I have lived in Kennesaw (about 1.5 miles from Downtown) since 2011. We have always been shocked and disappointed that this business is not only allowed to remain in the middle of Downtown but also able to post signage all over the windows/walls/balcony. It's our understanding that none of the other businesses are allowed to do the same yet this establishment is somehow permitted to do so. In the years we've lived here, we rarely go Downtown and never take any visitors there. We're embarrassed of this blight on the community of Kennesaw and know it will continue to impact any future businesses, visitors, and new residents coming to Downtown until it's gone for good. I've lost track of the number of times I've had to stand up for our community's reputation and many people feel the City's refusal to do anything about this speaks volumes to where Kennesaw really lies on this issue.

Until Wild Man's is gone (or at least the signage all over the building), Downtown Kennesaw will continue to be the ghost town that it is today: tons of new development with hardly any new businesses moving in. We are constantly traveling 20-30 minutes to visit Marietta Square and Downtown Woodstock, when Downtown Kennesaw is right down the road from our home.

We ask that the council please consider enforcing stricter regulations for the signage outside of Wild Man's and that the City of Kennesaw post a sign that dictates the views expressed are that of a private business and City of Kennesaw does not share these views. Racism and hatred have no place in Kennesaw.

Thank you for your time,
Kim Street-Robison

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	On June 5, 2020, Oran and Brenda Harris each purchased one (1) lot in the Kennesaw City Cemetery. The lots are located in Section III, Plot 30, Lots C & D. Authorize Mayor to sign the supporting deeds for purchase of the lots. City Clerk recommends approval.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
2020-23 & 24 Harris, Oran and Brenda	6/9/2020	Backup Material

Deed Number: 2020-23

City of Kennesaw
Cemetery Deed
Cobb County, Georgia

This Indenture, made the 05 day of June, 2020 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
HARRIS, ORAN C.	472 Timberlea Lake Drive	Marietta, GA 30067

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of
ONE THOUSAND FIVE HUNDRED DOLLARS AND 0 CENTS ($1,500.00)
and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	30	C	$1,500.00

To have and to hold the said premised to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said coneyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

Chapter 30- CEMETERIES Code of Ordinance, Kennesaw, Georgia
Regulations and Non-Liability of City:
Section 30-8 states:

(a) The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.

(b) There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 06 day of July, 2020.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.

Oran C. Harris Jr.

Purchaser

Mayor

Purchaser

City Clerk

Deed Number: 2020-24

City of Kennesaw
Cemetery Deed
Cobb County, Georgia

This Indenture, made the 05 day of June, 2020 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
HARRIS, BRENDA	472 Timberlea Drive	Marietta , GA 30067

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of
ONE THOUSAND FIVE HUNDRED DOLLARS AND 0 CENTS ($1,500.00)
and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	30	D	$1,500.00

To have and to hold the said premised to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said coneyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

Chapter 30- CEMETERIES Code of Ordinance, Kennesaw, Georgia
Regulations and Non-Liability of City:
Section 30-8 states:

(a) The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.

(b) There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 06 day of July, 2020.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.

Brenda W. Harris
Purchaser

Mayor

Purchaser

City Clerk

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	On June 9, 2020, Connie Kunzeman purchased three (3) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 53, Lots E, F, & G. Authorize Mayor to sign the supporting deeds for purchase of the lots. City Clerk recommends approval.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
2020-25, 26, & 27 Kunezman, Connie	6/9/2020	Backup Material

Deed Number: 2020-25

City of Kennesaw
Cemetery Deed
Cobb County, Georgia

This Indenture, made the 09 day of June, 2020 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
KUNZEMAN, CONNIE	3816 Vineyard Lake Circle	Kennesaw, GA 30144

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of
ONE THOUSAND DOLLARS AND 0 CENTS **($1,000.00)**
and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	53	E	$1,000.00

To have and to hold the said premised to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said coneyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

Chapter 30- CEMETERIES Code of Ordinance, Kennesaw, Georgia
Regulations and Non-Liability of City:
Section 30-8 states:

(a) The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.

(b) There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 06 day of July, 2020.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.

Purchaser

Mayor

Purchaser

City Clerk

Deed Number: 2020-26

City of Kennesaw
Cemetery Deed
Cobb County, Georgia

This Indenture, made the 09 day of June, 2020 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
KUNZEMAN, CONNIE	3816 Vineyard Lake Circle	Kennesaw, GA 30144

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of
ONE THOUSAND DOLLARS AND 0 CENTS **($1,000.00)**
and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	53	F	$1,000.00

To have and to hold the said premised to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said coneyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

Chapter 30- CEMETERIES Code of Ordinance, Kennesaw, Georgia
Regulations and Non-Liability of City:
Section 30-8 states:

(a) The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.

(b) There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 06 day of July, 2020.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.

Purchaser

Mayor

Purchaser

City Clerk

Deed Number: 2020-27

City of Kennesaw
Cemetery Deed
Cobb County, Georgia

This Indenture, made the 09 day of June, 2020 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
KUNZEMAN, CONNIE	3816 Vineyard Lake Circle	Kennesaw, GA 30144

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of
ONE THOUSAND DOLLARS AND 0 CENTS **($1,000.00)**
and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	53	G	$1,000.00

To have and to hold the said premised to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said coneyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time by promulgated by the grantor herein.

Chapter 30- CEMETERIES Code of Ordinance, Kennesaw, Georgia
Regulations and Non-Liability of City:
Section 30-8 states:

(a) The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.

(b) There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 06 day of July, 2020.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.

Purchaser | Mayor

Purchaser | City Clerk

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Final plat review and approval for parcel split of 2535 South Main Street submitted by Steven McNeel.
Agenda Comments:	Subject property is zoned light industrial and contains 3.1 +/- acres. The proposed final plat will create two new parcels. Parcel one will have 1.47 acres and parcel two will have 1.63 acres. The property will be redeveloped with office space and warehouse area. The plan review committee recommends approval of the final plat.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
plat application packet	6/24/2020	Backup Material
Final plat	6/25/2020	Maps
Plan review Committee approval letter	6/25/2020	Backup Material

Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

Date Received 6-18-20
Staff's Initials DS

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee $250.00

Preliminary Plat _____ *Final Plat* X *Revised Plat* _____ *Exemption Plat* _____

Is this property located within the Kennesaw Historic District (yes) __ XX (no) ____

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

DEVELOPMENT NAME 2535 SOUTH MAIN STREET — Number of Units 2

PURPOSE OF DEVELOPMENT BUILD 2 OFFICE/WAREHOUSES

WHAT IS THE REVISION BEING MADE DIVIDE 3.1ac. LOT INTO 2 LOTS

ADDRESS OF PROPERTY 2535 SOUTH MAIN STREET, KENNESAW, GA

Land Lot ____ Tax Parcel ____ Lot Size 3.1 Present Zoning LIGHT INDUSTRIAL

Current Use OFFICE/WAREHOUSE LI Proposed Use OFFICE/WAREHOUSE LI

APPLICANT STEVEN F. McNEEL

Applicant address P.O. BOX 3236, MARIETTA, GA 30061

(Work #) 770-428-0446 (Cell#) 770-527-1200 Email Address SFMcNEEL@GMAIL.COM

Applicant Signature

Signed, sealed and delivered in presence of: 6/18/20
Notary Date

TERESA ROBINSON NOTARY PUBLIC COMMISSION EXPIRES NOVEMBER 8, 2023 PAULDING COUNTY, GEORGIA

REPRESENTIVE Steve McNeel

Work#) (Cell#) 770 527-1200 Email Address

Representative Signature

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

TITLEHOLDER: _____ **Telephone:** _____

Signature: _____ **Address:** _____

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

Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

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 that 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 — Date: 5/28/20

Signed, sealed and delivered in presence of:

TERESA ROBINSON
NOTARY PUBLIC
PAULDING COUNTY, GEORGIA
MY COMMISSION EXPIRES NOVEMBER 8, 2023

Notary — Date: 5/28/20

Printed: 5/28/2020

Cobb County Online Tax Receipt

Thank you for your payment!

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

William Lee

LEE WILLIAM EDWARD JR & DOUGLAS
EUGENE &
RUTLEDGE TIMOTHY G

Payment Date: 10/15/2019

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2019	20016700120	10/15/2019	Pay:	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$8,556.15	$0.00

Scan this code with your mobile phone to view this bill

qPublic.net Cobb County, GA

Composite Summary

Parcel Number	20016700120
Location Address	2535 S MAIN ST
Property Class	C4 - Commercial Small Tracts
Total Acres	3.1
Total Land SqFt	135036
Neighborhood	30C -
Tax District	(3) KENNESAW
Subdivision	

2020. 2. 5 11:42

Owner

Lee William Edward Jr & Douglas Eugene &
Rutledge Timothy G
68 BEDFORD CT
DOUGLASVILLE GA 30134

Appraised Values

Year	Property Class	LUC	Appraised Land	Appraised Building Value	Total Appraised Value
2020	C4	332	$614,790	$104,800	$719,590

Assessed Values

Year	Assessed Land	Assessed Building Value	Total Assessed Value
2020	$245,916	$41,920	$287,836

Notice of Assessment

Commercial Improvement Information

Card	1
Year Built	1958
Structure	AUTO SRV GAR
Sqft	2400
Structure Test	AUTO SERVICE GARAGE

Card	2
Year Built	1983
Structure	OFIC BLD L/R
Sqft	592
Structure Test	OFFICE BLDG L/R 1-4S

Card	3
Year Built	1958
Structure	AUTO SRV GAR
Sqft	1184
Structure Test	AUTO SERVICE GARAGE

Card	4
Year Built	1996
Structure	PREFAB WRHSE
Sqft	720
Structure Test	PREFAB WAREHOUSE

Accessory Information

Card 1

Description	Year Built	Area
PAVING ASP	1958	11,000
FENCE CHLK	1958	4,800

'Legal Description'

EXHIBIT "A"

AN UNDIVIDED ONE HALF (½) INTEREST IN AND TO:

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

BEGINNING AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 293 (OLD HIGHWAY 41) (60 FOOT RIGHT OF WAY) AND THE SOUTHEASTERN SIDE OF THE VULCAN MATERIALS RAILROAD SPUR; RUNNING THENCE SOUTH 03 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF STATE 293 A DISTANCE OF 224.03 FEET TO AN IRON PIN; RUNNING THENCE SOUTHEASTERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF STATE 293, AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 332.37 FEET (SAID ARC HAVING A CHORD BEARING OF SOUTH 04 DEGREES 44 MINUTES 13 SECONDS EAST A CHORD DISTANCE OF 331.24 FEET AND A RADIUS OF 1316.56 FEET) TO AN IRON PIN; RUNNING THENCE SOUTH 67 DEGREES 30 MINUTES 39 SECONDS WEST 108.00 FEET TO AN IRON PIN; RUNNING THENCE NORTH 40 DEGREES 58 MINUTES 47 SECONDS WEST 391.93 FEET TO AN IRON PIN LOCATED ON THE EASTERLY RIGHT OF WAY OF THE CSX RAILROAD (66 FOOT RIGHT OF WAY); RUNNING THENCE NORTHEASTERLY, ALONG THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 38.23 FEET (SAID ARC HAVING A CHORD BEARING OF NORTH 15 DEGREES 23 MINUTES 35 SECONDS EAST A CHORD DISTANCE OF 38.23 FEET AND A RADIUS OF 1465.40 FEET) TO AN IRON PIN; RUNNING THENCE SOUTH 75 DEGREES 11 MINUTES 11 SECONDS EAST 0.34 FEET TO AN IRON PIN LOCATED ON THE EASTERLY SIDE OF THE VULCAN MATERIALS RAILROAD SPUR; RUNNING THENCE NORTHEASTERLY ALONG THE EAST SIDE OF THE VULCAN MATERIALS RAILROAD SPUR AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 190.94 FEET (SAID ARC HAVING A CHORD BEARING OF NORTH 23 DEGREES 00 MINUTES 13 SECONDS EAST A CHORD DISTANCE OF 190.81 FEET AND A RADIUS OF 1498.86 FEET) TO AN IRON PIN; RUNNING THENCE NORTHEASTERLY, ALONG THE EASTERLY SIDE OF THE VULCAN MATERIALS RAILROAD SPUR, AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 316.39 FEET (SAID ARC HAVING A CHORD BEARING OF NORTH 42 DEGREES 38 MINUTES 08 SECONDS EAST A CHORD DISTANCE OF 312.50 FEET AND A RADIUS OF 573.43 FEET) TO AN IRON PIN; RUNNING THENCE SOUTH 58 DEGREES 17 MINUTES 08 SECONDS EAST ALONG THE SOUTHEAST SIDE OF THE VULCAN MATERIALS RAILROAD SPUR A DISTANCE OF 55.91 FEET TO AN IRON PIN LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 293 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY SHOWN AS TRACT 1 ON, AND DELINEATED ACCORDING TO, THAT CERTAIN PLAT OF SURVEY FOR RUDY E. CHANDLER BY H. B. & P. SURVEYING, INC., JOHN O. HUFFMAN, GEORGIA REGISTERED LAND SURVEYOR NUMBER 2034, DATED APRIL 1, 1989, A COPY OF WHICH SAID PLAT IS ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE COURSES AND DISTANCES, METES AND BOUNDS OF THE LAND DESCRIBED HEREIN.

Printed: 5/28/2020

Cobb County Online Tax Receipt

Thank you for your payment!

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

William Lee

LEE WILLIAM EDWARD JR & DOUGLAS
EUGENE &
RUTLEDGE TIMOTHY G

Payment Date: 10/15/2019

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2019	20016700120	10/15/2019	Pay:	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$8,556.15	$0.00

Scan this code with your mobile phone to view this bill

qPublic.net Cobb County, GA

Composite Summary

Parcel Number	20016700120
Location Address	2535 S MAIN ST
Property Class	C4 - Commercial Small Tracts
Total Acres	3.1
Total Land SqFt	135036
Neighborhood	30C -
Tax District	(3) KENNESAW
Subdivision	

Owner

Lee William Edward Jr & Douglas Eugene &
Rutledge Timothy G
68 BEDFORD CT
DOUGLASVILLE GA 30134

Appraised Values

Year	Property Class	LUC	Appraised Land	Appraised Building Value	Total Appraised Value
2020	C4	332	$614,790	$104,800	$719,590

Assessed Values

Year	Assessed Land	Assessed Building Value	Total Assessed Value
2020	$245,916	$41,920	$287,836

Notice of Assessment

Commercial Improvement Information

Card	1
Year Built	1958
Structure	AUTO SRV GAR
Sqft	2400
Structure Test	AUTO SERVICE GARAGE

Card	2
Year Built	1983
Structure	OFIC BLD L/R
Sqft	592
Structure Test	OFFICE BLDG L/R 1-4S

Card	3
Year Built	1958
Structure	AUTO SRV GAR
Sqft	1184
Structure Test	AUTO SERVICE GARAGE

Card	4
Year Built	1996
Structure	PREFAB WRHSE
Sqft	720
Structure Test	PREFAB WAREHOUSE

Accessory Information

Card 1

Description	Year Built	Area
PAVING ASP	1958	11,000
FENCE CHLK	1958	4,800

PRELIMINARY FOR REVIEW ONLY!

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

COMMERCIAL EXEMPTION PLAT FOR:

STEVEN F. McNEEL

2535 SOUTH MAIN STREET
LAND LOT 167
20th DISTRICT – 2nd SECTION
COBB COUNTY, GEORGIA
CITY OF KENNESAW
EXISTING ZONING: LI
PARENT PIN: 20016700120

Note: All Improvememts shown to be Removed.

TOTAL AREA =
135,761 SQ FT
3.12 ACRES

LEGEND:

IPS	IRON PIN SET	BSL	BUILDING SETBACK LINE
IPF	IRON PIN FOUND	HC	HANDI-CAP
OT	OPEN TOP PIN	B	BOLLARD
CT	CRIMP TOP PIN	CMF	CONCRETE MONUMENT FOUND
RB RE-BAR	REINFORCING BAR	—Z——Z—	OVERHEAD UTILITY LINE(S).
CRB	CAPPED RE-BAR	SSMH	SANITARY SEWER MAN HOLE
CL	CENTERLINE	MHT	MAN HOLE TELEPHONE
R/W	RIGHT-OF-WAY	DWCB	CATCH BASIN
LLL	LAND LOT LINE	JB	JUNCTION BOX
L	LINE	DI	DROP INLET
R	RADIUS	HW	HEAD WALL
CONC	CONCRETE	CMP	CORRUGATED METAL PIPE
C	CURVE	CPP	CORRUGATED PLASTIC PIPE
PP	POWER POLE	RCP	REINFORCED CONCRETE PIPE
GV	GAS VALVE	SSE	SANITARY SEWER EASEMENT
GM	GAS METER	FH	FIRE HYDRANT
LP	LAMP POLE	DE	DRAINAGE EASEMENT
——SS——	SANITARY SEWER	WV	WATER VALVE
FC	FENCE CORNER	PIV	POST INDICATOR VALVE
—X——X—	FENCE	WM	WATER METER
AE	ACCESS EASEMENT	CO C/O	SANITARY SEWER CLEANOUT
PROP	PROPOSED	POB	POINT OF BEGINNING
AC	AIR-CONDITIONER	POC	POINT OF COMMENCEMENT
GP	GA POWER MANHOLE	NTS	NOT TO SCALE
PB	POWER BOX	SWCB	SINGLE WING CATCH BASIN
CATV	CABLE TELEVISION JUNCTION BOX	UE	UTILITY EASEMENT
TB	TELEPHONE JUNCTION BOX	PM	POWER METER
APP	ABANDONED POWER POLE		CLF CHAIN-LINK FENCE
			CTW CROSS-TIE WALL
			HCS HANDI-CAP SIGN

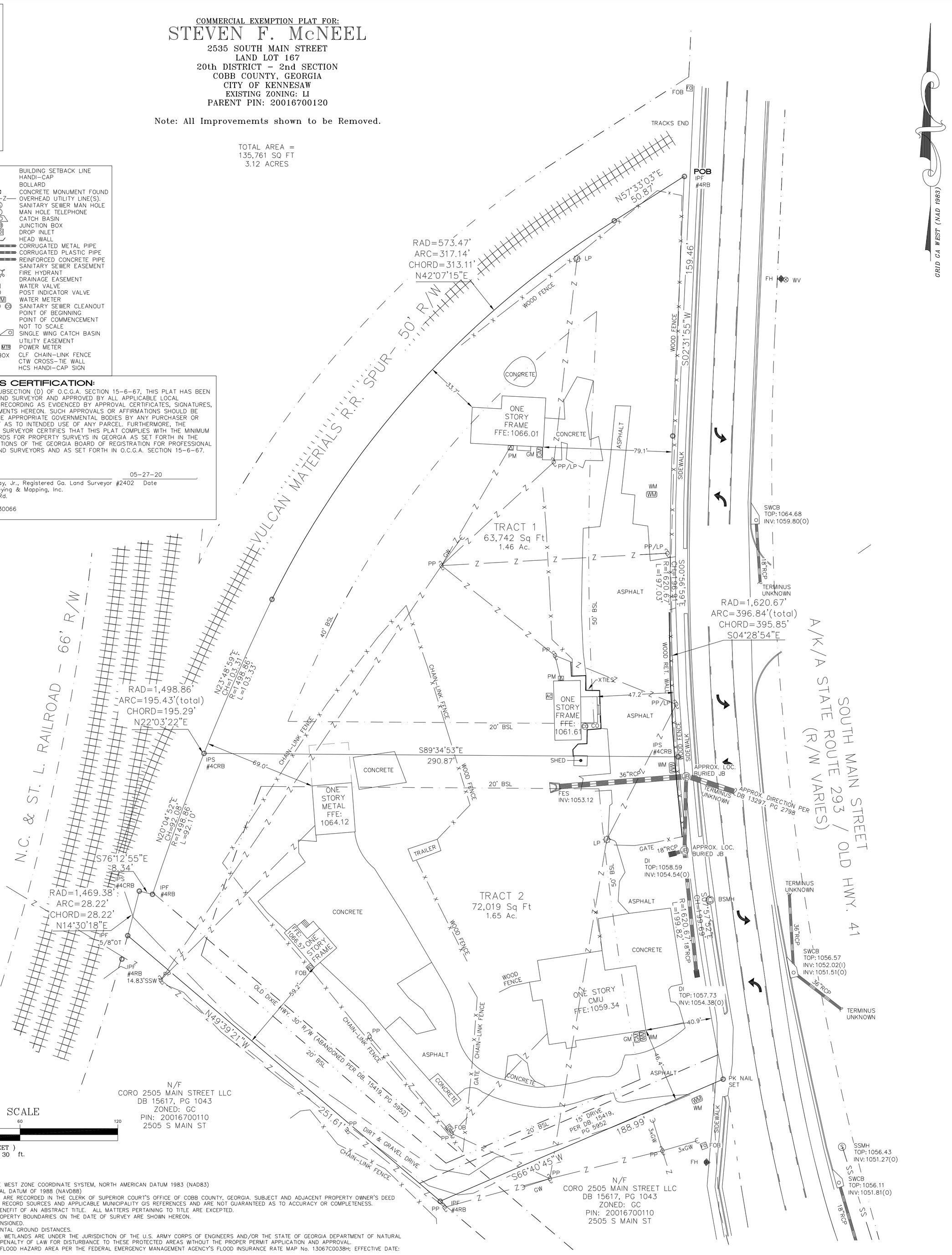
SURVEYOR'S CERTIFICATION:

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2402 PROFESSIONAL LAND SURVEYOR THOMAS EDWARD PEAY, JR.

FOR THE FIRM
FRONTLINE SURVEYING & MAPPING, INC. LSF#000631

By: _____ 05-27-20
Thomas E. Peay, Jr., Registered Ga. Land Surveyor #2402 Date
Frontline Surveying & Mapping, Inc.
3595 Canton Rd.
Suite 312-272
Marietta, Ga. 30066



SURVEY NOTES:

1) HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83)
2) VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
3) ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF COBB COUNTY, GEORGIA. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES ACCESSED VIA SUPERIOR COURT RECORD SOURCES AND APPLICABLE MUNICIPALITY GIS REFERENCES AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
5) STRUCTURES VISIBLE WITHIN THE SUBJECT PROPERTY BOUNDARIES ON THE DATE OF SURVEY ARE SHOWN HEREON.
6) LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
7) DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES.
8) THIS PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE SUBJECT TO PENALTY OF LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.
9) THIS PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP No. 13067C0038H; EFFECTIVE DATE: 03-04-2013.
10) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
11) DEED/PLAT DISCLAIMER: THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC MEASURING DEVICES, MORE PRECISE ANGULAR MEASUREMENTS AND THE ADVENT OF SATELLITE SURVEYING TECHNIQUES USING "GPS" AND "GLONASS" SATELLITE CONSTELLATIONS. SURVEYS USING SATELLITE OBSERVATIONS ARE CORRECTED TO THE GEORGIA WEST STATE PLANE COORDINATE SYSTEM AND USE "GEODETIC" OR "GRID" NORTH AS OPPOSED TO "MAGNETIC" NORTH.
12) INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT 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. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
13) RIGHT-OF-WAYS ARE BASED ON CENTERLINES OF EXISTING PATHS OF TRAVEL, UNLESS NOTED OTHERWISE.
14) ALL PROPERTY CORNERS FOR LOTS TO BE SET IN FIELD AS 1/2" (#4) REBAR WITH PINK CAPS MARKED "FLS CORNER LSF 631" UNLESS OTHERWISE STATED.
15) 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 ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
16) BOUNDARY FIELD WORK PERFORMED 10-30-2018 BY FRONTLINE SURVEYING & MAPPING, INC. BOUNDARY VERIFIED AND TOPOGRAPHIC DATA GROUND RUN 05-08-2020.
17) EQUIPMENT USED: TOPCON ELECTRONIC TOTAL STATION & TRIMBLE 5800 GPS RECEIVER UTILIZING CHAMPION GPS/eGPS NETWORK.
18) ANGULAR ERROR: 04 SECONDS PER ANGLE.
19) RAW FIELD PRECISION: 1:76,817.
20) ADJUSTED BY LEAST SQUARES.
21) PLAT CLOSURE: 1:119,172.

CITY OF KENNESAW APPROVALS:

Pursuant to the Land Subdivision sections of this UDC of the City of Kennesaw, Georgia, all the requirements of approval having been fulfilled, this final plat was given final approval by the Mayor and Council of Kennesaw, Georgia.

_____
Mayor, Kennesaw, Georgia Date

_____
Planning and Zoning Date

_____
Building and Construction Date

_____
Public Works Date

_____
City Engineer Date

Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use."

_____
Mayor and City Council Date

LAND SURVEYOR ACKNOWLEDGEMENT:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as 'Future', and their locations, size, type and material are correctly shown; and that all engineering requirements of the Kennesaw Subdivision Regulations have been fully complied with.

By: _____ _____
Thomas E. Peay, Jr., Registered Ga. Land Surveyor #2402 Date
Frontline Surveying & Mapping, Inc.
3595 Canton Rd.
Suite 312-272
Marietta, Ga. 30066

OWNER'S ACKNOWLEDGEMENT:

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever, all streets, parks, drains, easements and public grounds thereon shown, which comprise a total of _____ acres, for the purposes therein expressed.

_____ _____
Subdivider Date

_____ _____
Owner Date

Provided, however, that nothing herein nor acceptance shall create liability on the part of the City of Kennesaw, its officers, agents or employees for flooding or erosion from storm drains or from flooding from high water of natural creeks or rivers, and the City of Kennesaw is hereby specifically released from any such liability or from liability for the negligent construction or maintenance of all drainage structures, roads, sediment control facilities and all other work performed by the owner or developer of the property, their agent, servants, employees or contractors."

GEORGIA REGISTERED No. 2402 PROFESSIONAL LAND SURVEYOR THOMAS EDWARD PEAY, JR. 05-27-20

FOR THE FIRM FRONTLINE SURVEYING & MAPPING, INC. LSF#000631

JOB # 71391

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 76,817 FEET, AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 119,172 FEET. AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.

NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF THIS PROPERTY. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY. THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE REMAIN THE PROPERTY OF FRONTLINE SURVEYING & MAPPING, INC. AND NO PART THEREOF MAY BE USED, COPIED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2020 FRONTLINE SURVEYING AND MAPPING, INC.
*** ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED ***

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

COMMERCIAL EXEMPTION PLAT FOR:
STEVEN F. McNEEL

DATE 05/08/2020
SCALE 1" = 30'

LAND LOT 167 20th DISTRICT 2nd SECTION COBB COUNTY, GEORGIA

LOT BLOCK UNIT
SUBDIVISION PHASE

PB _____, PG ___
DB 15419, PG 5952

I HAVE THIS DATE EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (●) (IS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
MAP ID 13067C0038H EFFECTIVE DATE: 03/04/2013

REVISION	BY:	DATE:
NAME CHANGE	TLA	5/13/20

REF: 66583

Z:\dwg 70000 - 79999\71391.dwg, 5/27/2020 2:29:51 PM, TEP2

COMMUNITY DEVELOPMENT DEPARTMENT

PLAN REVIEW COMMITTEE

PLAN REVIEW COORDINATOR

SCOTT BANKS, BUILDING OFFICIAL

RICKY STEWART, PUBLIC WORKS DIRECTOR

YARED ALTAYE, ENGINEER/PROJECT SPECIALIST

DARRYL SIMMONS, ZONING ADMINISTRATOR

To: Mayor and City Council

From: Plan Review Committee

Date: June 25, 2020

Final plat for property located at 2535 South Main Street having been submitted by Steven F. McNeel. for approval to split the parcel into two lots was verified by all members of the plan review committee that all comments were addressed. The final plats are in compliance and ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of RESOLUTION for the 2022 SPLOST Intergovernmental Agreement between Cobb County and the City of Kennesaw.
Agenda Comments:	This intergovernmental agreement between Cobb County and all its cities is for the use and distribution of the proceeds from the 2022 Special Purpose Local Options Sales Tax for capital projects. Kennesaw will receive $31,785,177.01, with an additional $3,000,000 from Cobb County for the Recreation Center-Phase II. Upon Kennesaw's approval, and all other area mayors, the Cobb County Commissioner Chairman will sign the agreement.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/26/2020	Resolution
Intergovernmental Agreement for 2022 SPLOST	6/25/2020	Contract/Agreement

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2020-___, 2020

RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS

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

WHEREAS, O.C.G.A. §48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 26th day of June, 2019 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act, and have agreed to responsibilities and services to be performed for the benefit of the other.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute an Intergovernmental Agreement between the City Of Kennesaw and Cobb County.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of July, 2020.

ATTEST: CITY OF KENNESAW

_____ _____
Lea Addington, City Clerk Derek Easterling, Mayor

STATE OF GEORGIA)
)
COUNTY OF COBB)

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the _____day of_____, 2020 ("Agreement"), by and between Cobb County, a political subdivision of the State of Georgia (the "County"), and the City of Acworth, The City Austell, the City of Kennesaw, The City of Marietta, The city of Powder Springs and the City of Smyrna, municipal corporations of the State of Georgia (The "Municipalities", individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. §48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 26th day of June, 2019 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act, and have agreed to responsibilities and services to be performed for the benefit of the other.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County; and

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 3rd day of November, 2020 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Cobb County for a period of 24 quarters, commencing on the 1st day of January, 2022, to raise an estimated $ 750,000,000.00 to be used for funding the projects specified in Exhibit A[1] attached hereto and specifically made a part hereof.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A § 48-8-110(4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with *O.C.G.A. § 48-8-110 et seq*. and all provisions of this Agreement shall be construed in light of *O.C.G.A.§ 48-8-110 et seq.*

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Tier 1 of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement and Exhibit A.

E. During the term of this Agreement, the County and Municipalities agree that each approved SPLOST facility associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private

[1] Exhibit A is a list of Projects anticipated to be funded with SPLOST proceeds; Tier 1 includes projects anticipated to be fully funded based on projected estimated costs, while Tier 2 is a list of projects to be implemented only if proceeds of the tax collected exceed the projected estimated costs of all Tier 1 projects. Any references to Exhibit A shall mean both tiers unless otherwise specified.

ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed additional SPLOST funds for use by the original recipient (County/Municipality or may be disposed of as provided by other applicable law.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures thereof for each project undertaken by the county or respective Municipality as required by State Law and to fulfill the terms of this Agreement as more fully set forth in Section 11 hereof.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A.§ 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 3, 2020, shall continue for a period of six (6) years with collections beginning on January 1, 2022.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(i) The official declaration of the failure of the election described in this Agreement;

(ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of same; or

(iii) The completion of all projects described in Exhibit A, Tier 1 where actual SPLOST Proceeds are adequate to complete such projects, and those projects actually undertaken with SPLOST funds in Exhibit A, Tier 2.

Section 5. County SPLOST Fund: Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2022 Cobb County Special Purpose Local Option Sales Tax Fund (the "County SPLOST Fund"). The County

shall select a bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2022 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Any investment by the County or any Municipality of SPLOST funds shall be in accordance with O.C.G.A. §36-80-3 and other applicable law.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the County SPLOST Fund and disburse said funds as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the County SPLOST Fund, shall disburse the SPLOST proceeds to each Municipality on a monthly basis within ten (10) days of receipt of funds from the State Department of Revenue on a schedule as follows:

(i) The total of each month's revenue received from the State will be reduced by the projected costs of certain County-wide capital outlay project costs as identified on Exhibit A, and such amount shall remain in the County SPLOST Fund.

(ii) Of the remaining monthly revenue, 26.01% will be disbursed to the Municipalities based upon the ratio that the population of each municipality bears to the total population of the County per the 2018 US Census Estimated projections, and 73.99 % shall remain in the County SPLOST fund[2].

(iii) For projects that are to be jointly carried out between the County and a Municipality ("Joint Projects"), where the County is the sponsoring agency, additionally and prior to the disbursement set forth in subsection (ii) above, the County will retain that portion of the distribution related

[2] Attached hereto and specifically made a part hereof is Exhibit B which, for illustrative purposes only, provides an Estimated Disbursement Schedule based on anticipated SPLOST revenues.

to the joint project cost of the involved Municipality's agreed upon share of the Joint Project, as project costs are incurred. If the Municipality is the sponsoring agency, the County will disburse to the involved Municipality that portion of the County's share of the Joint Project at the same time of the disbursement set forth in subsection (ii) above, as project costs are incurred. Joint Projects and the relative sponsorship of each is noted on Exhibit A.

(iv) The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor municipality would otherwise be entitled. In either event, the projects of such defunct Municipality as listed in Exhibit A, Tier 1 will be funded by the County with and to the extent of the Municipality's available share of SPLOST proceeds. In the event that a qualified municipality shall come into existence after the date of this Agreement, such municipality shall not be entitled to share the SPLOST proceeds.

D. Should the County or any Municipality obtain additional funding from sources other than SPLOST for funding of projects included in the SPLOST project list, the SPLOST funds not expended may be shifted to the funding of other projects included in Exhibit A, Tier 1, unless the SPLOST proceeds collected plus the additional funding referenced herein exceed the projected estimated costs of all Tier 1 projects when, in such event, said funds may be expended on projects included in Exhibit A, Tier 2.

Section 7. Projects

All County and Municipality capital outlay projects anticipated to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Tier 1 which is attached hereto and made part of this Agreement. Exhibit A, Tier 2 contains a list of projects to be implemented only if SPLOST tax proceeds are available after funding of all of the projects listed in Exhibit A, Tier 1 at their estimated costs.

Section 8. Priority and Order of Project Funding; Joint Project Funding

A. Priority of Funding.

SPLOST proceeds shall be distributed to the Municipalities in accordance with Section 6. B. of this Agreement. Exhibit A shows the priority or order in which Municipal projects will be fully or partially funded. Except as provided in Paragraph B of this Section and Paragraph C of Section 9 of this Agreement, any change to the priority in which Municipality projects will be funded, funding participation for Joint Projects, or schedule affecting any particular Municipality, shall be accomplished by a memorandum of understanding between the County and the affected Municipality.

B. Joint Project Funding.

(i) In the event that a Joint Project is undertaken jointly by the County and a Municipality and said project has a funding overage or underage, the savings or shortfall shall be shared in a manner proportionate to the scheduled contribution of each. The sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

(ii) In the event of a funding shortfall, however, the affected parties shall enter into a memorandum of understanding with respect to the particular project prior to any additional funds being committed or expended. The County and Municipalities acknowledge that project budgets to be shared by the Joint Project participants have been established based on planning level estimates. Potentially, during design, real or personal property procurement, and/or construction, circumstances may arise that impact the initial estimated budget. Unless the involved participants agree to jointly allocate additional funds, or one participant agrees to unilaterally allocate additional funds, the involved Parties agree the Joint Project will have to be managed or modified to meet the initial estimated budget, unless the Joint Project is jointly determined to be infeasible. If the Joint Project is deemed infeasible, the sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

Section 9. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities reserve the right to modify their estimated projects budgets as circumstances dictate.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Tier 1, unless all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, at which time the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a county project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which the County is entitled.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Tier 1, unless all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, at which time the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a municipal project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which such Municipality is entitled.

D. The County and Municipalities agree that, to the extent reasonably possible, each approved SPLOST project associated with this Agreement is anticipated to be completed or substantially completed within ten years of the termination of the SPLOST, excepting those projects for which circumstances exist which prevent such timely completion, including lack of total funding. The

County and Municipalities retain their discretion to make decisions that fall within the authorization of the SPLOST referendum and law, including but not limited to making adjustments in the plans and budgets for approved projects made necessary by changing circumstances, and making determinations as to whether a project remains feasible. There shall be no obligation on the part of the County or the Municipalities to fund or construct the projects listed in Exhibit A, Tier 2 as those projects are included for the limited purpose of being able to utilize any SPLOST funds collected in excess of the budgeted amounts for all Exhibit A, Tier 1 projects, if such become available pursuant to the terms of this Agreement.

E. To the extent SPLOST receipts as allocated pursuant to Section 6 of this Agreement exceed the amounts needed to complete all County and Municipality projects described in Exhibit A, Tier 1 and Tier 2, such proceeds shall be distributed to the County and among the Municipalities in the same percentages as specified in Section 6. B.(ii) herein.

Section 10. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. The County shall be entitled to retain any interest accruing on SPLOST funds held by the County in the County SPLOST Fund, and each Municipality shall be entitled to retain any interest on SPLOST funds held by the Municipality in its Municipal SPLOST fund. Interest on SPLOST funds shall only be used to fund approved SPLOST projects.

Section 11. Audits; Reports; Indemnification

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and each Municipal SPLOST fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48- 8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide to the County Comptroller and the County shall provide to the Municipal Finance Officer no later than 180 days of the close of each Municipality's and County's fiscal year an audited report.

C. The County and each Municipality shall comply with the reporting requirements of O.C.G.A. §48-8-122. Under said provision, not later than December 31 of each year, the governing authority of each County and Municipality receiving any SPLOST proceeds shall publish annually, in a newspaper of general circulation in the boundaries of such local government, a simple, nontechnical report which shows for each project or purpose in the resolution or ordinance calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. In the case of road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge project. The report shall also include a statement of what corrective action the local government intends to

implement with respect to each project which is underfunded or behind schedule and any excess proceeds which have not been expended for a project or purpose.

D. In addition to the legal reporting requirements set forth in O.C.G.A. § 48-8-122, the Municipalities will provide documentation to the County and the 2022 One Percent Sales Tax Citizens' Oversight Committee annually verifying that the Municipalities projects included in the 2022 SPLOST are being administered in accordance with applicable law and that no SPLOST funds are being utilized for purposes other than those allowed.

E. The County and the Municipalities shall each be responsible for its own compliance with applicable laws and the provisions of this Agreement, and for any agreements, contracts, and expenditures related in any manner to this Agreement and the SPLOST proceeds, and shall indemnify and hold harmless all other parties to this Agreement from any claims, damages, fines or penalties filed, incurred, or assessed related to same.

Section 12. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally, by electronic mail, or sent by registered or certified United States mail, postage prepaid, as follows:

See Exhibit C

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST and services rendered for the benefit of and on behalf of all parties. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2022 SPLOST funds.

Section 14. Amendments

Except as provided in Section 8., this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid

or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 18. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Dispute Resolution

A. The County and Municipalities acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Section. The County and Municipalities do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Section.

B. Request for Clarification: In the event of an issue or question by the County or any Municipality regarding any aspect of this Agreement, the parties involved shall attempt to resolve that issue or answer that question amicably before proceeding to legal remedies. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation. The parties agree that the request for clarification and any responses thereto should be completed no later than 30 calendar days after the request for clarification is made.

C. Escalation: In the event that a request for clarification pursuant to Paragraph B above does not result in a mutually agreeable solution to the dispute, either the County or Municipality shall have the right to have the other party appoint a designated representative that has authority to settle the dispute (or recommend to its governing body such settlement) and that is at a higher level of management than the person with direct responsibility for administration of this Agreement to communicate with an equal-leveled representative of the requesting party.

D. Mediation: Any claim, controversy or dispute between the County and Municipality(ies) that cannot be settled through negotiation or pursuant to Paragraph B or C above, may be resolved through non-binding mediation. If the County and Municipality agree to submit the dispute to non-binding mediation, the following mediation provisions shall apply: (I) the parties shall agree to a mediator

who is engaged in the practice of law; (2) if the parties cannot agree on who the mediator will be, the County Manager and the City Manager of the Municipality involved in the dispute, or if there is more than one Municipality involved in the dispute, the City Manager unanimously designated to represent all of said Municipalities will agree on a mediator; (3) the mediation shall take place within 30 days after agreement on the mediator; and (4) each party participating in the mediation shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the mediator.

E. Alternative Remedies: Notwithstanding the provisions of this Section, any party may seek any available remedy at law or equity upon a breach of this Agreement, and nothing contained herein shall be a prerequisite to seeking of such relief.

F. Waiver: The exercise of any of the remedies set forth in this Section shall not limit or constitute a waiver of the County's or Municipalities' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

By:_____
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Attest:

By:_____
Pamela L. Mabry, Clerk
Cobb County Board of Commissioners

SEAL

CITY OF ACWORTH

By:_____
Tommy Allegood

Attest:

By:_____
Clerk

SEAL

CITY OF AUSTELL

By:_____
Ollie Clemens, Jr., Mayor

Attest:

By:_____
Clerk

SEAL

CITY OF KENNESAW

By:_____
Derek Easterling, Mayor

Attest:

By:_____
Clerk

SEAL

CITY OF MARIETTA

By:_____
R. Steve Tumlin Jr., Mayor

Attest:

By:_____
Clerk

SEAL

CITY OF POWDER SPRINGS

By:_____
Al Thurman, Mayor

Attest:

By:_____
Clerk

SEAL

CITY OF SMYRNA

By:_____
Derek Norton, Mayor

Attest:

By:_____
Clerk

SEAL

EXIBIT A

TRANSPORTATION
PUBLIC SAFETY
PARKS • LIBRARIES
FACILITIES & TECHNOLOGY

2022 COBB SPLOST RENEWAL

Moving Cobb Forward

www.CobbSPLOST2022.org

Cobb County's Board of Commissioners has approved a referendum for a one-cent special purpose local option sales tax (SPLOST) that will fund facilities, technology, public services, public safety and transportation. If approved by the voters on November 3, 2020 the tax will be collected from January 1, 2022 to December 31, 2027.

This is an official publication of
the Cobb County Board of Commissioners

Mike Boyce, Chairman
Keli Gambrill, District One
Bob Ott, District Two
JoAnn Birrell, District Three
Lisa Cupid, District Four

Dr. Jackie R. McMorris, County Manager

A VOTER APPROVED 1% LOCAL SALES TAX WILL PROVIDE FUNDING TO:

- Reduce traffic congestion
- Repave roadways and repair bridges
- Enhance training resources for public safety
- Improve technology infrastructure and enhance cyber security
- Update recreation facilities, electrical & lighting upgrades
- Improve security at county facilities

Moving Cobb Forward

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COBB 2022 SPLOST RENEWAL OVERVIEW

This document outlines Cobb County's 2022 Special Purpose Local Option Sales Tax (SPLOST) Renewal program. It briefly describes the purpose of each capital improvement and the *anticipated* corresponding funding. The SPLOST Renewal Program has been developed to address the immediate public safety, transportation, public services (parks, libraries, and senior centers) and support services (facilities and technology) needs that affect the future of Cobb County. If approved by Cobb County voters in November 2020, SPLOST sales tax collection for this program will begin on January 1, 2022 and end on December 31, 2027.

The Cobb 2022 SPLOST Renewal Program of projects includes "Tier 1" and "Tier 2" categories. Tier 2 projects will be implemented only if SPLOST revenues exceed projections and tax proceeds are available after the funding of all of the Tier 1 projects at their estimated costs.

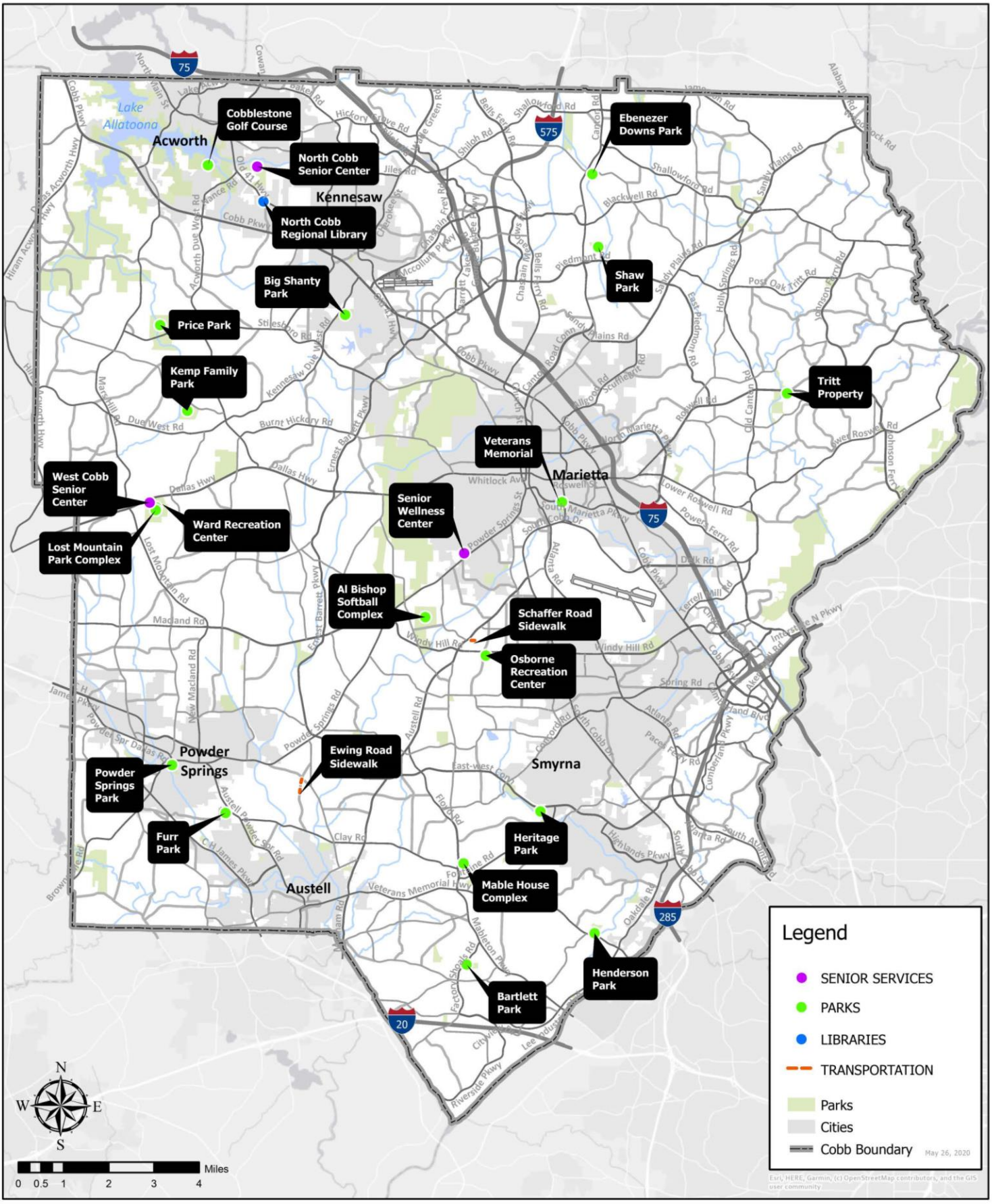
Projected SPLOST Collection over 6 Years: $ 750,000,000

	Tier 1 Projects	Estimated Costs
1	Countywide Projects	$ 46,000,000.00
2	Sheriff's Office	$ 4,000,000.00
3	Community Impact Projects	$ 32,000,000.00
4	Public Safety	$ 82,000,000.00
5	Transportation	$ 329,867,821.87
6	Public Services (Libraries, Parks & Community Centers)	$ 27,850,000.00
7	Support Services (Information Services & Property Management)	$ 27,150,000.00
8	City SPLOST Allocation	$ 183,132,178.13
9	Joint Project Allocations with Cities – $ 3M per city	$ 18,000,000.00

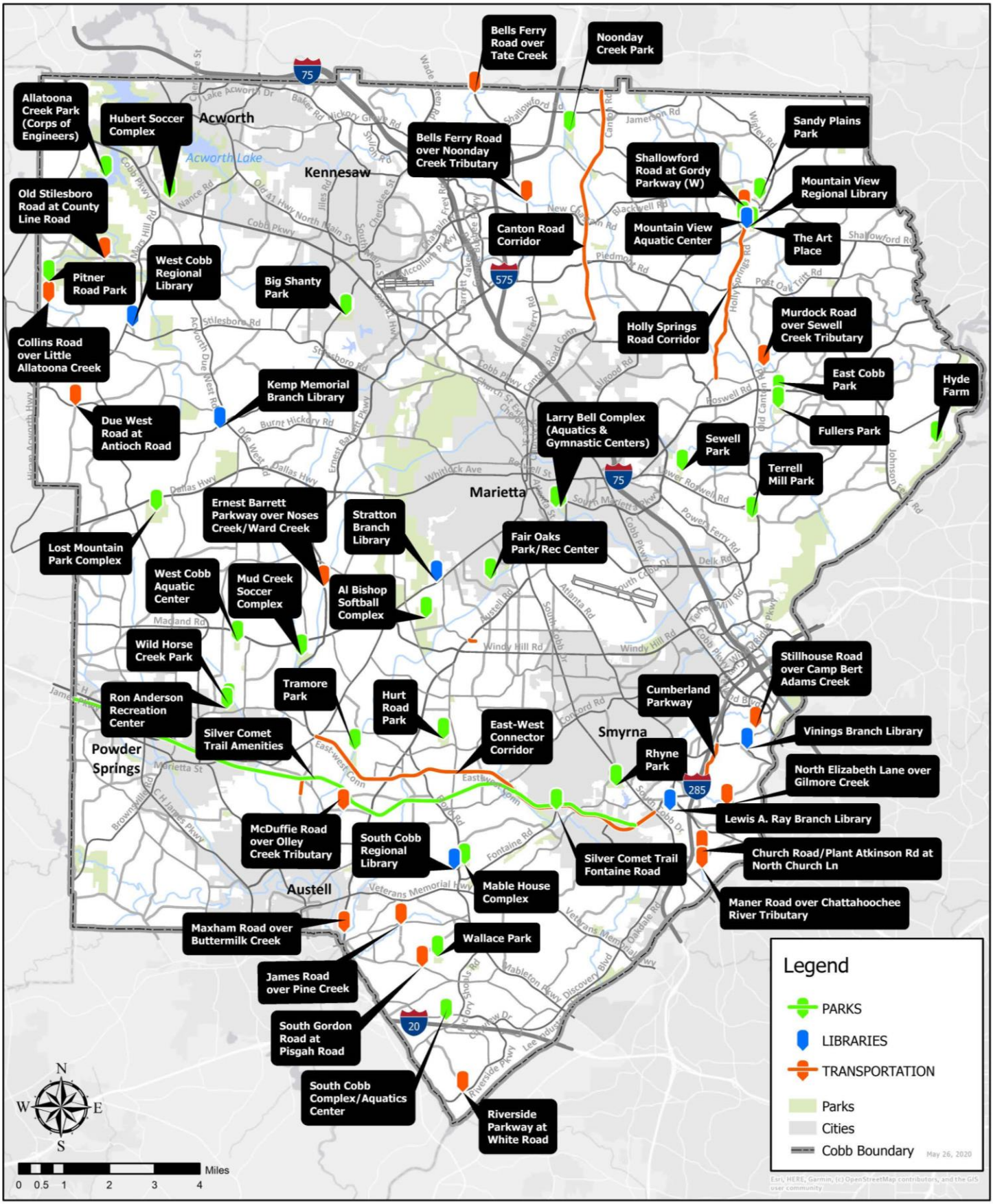
	Tier 2 Projects	Estimated Costs
10	Additional County Projects Additional City Projects (listed in Appendix A)	$ 44,038,172.13

The maps on the following pages depict "mappable" Tier 1 county projects that have a defined geographic location.

Tier 1 Projects – Community Impact Projects



Tier 1 Projects – DOT & Public Services



1. COUNTYWIDE IMPROVEMENTS

Total Estimated Project Costs: $ 46,000,000

Countywide improvements include capital projects for the use or benefit of the citizens of the entire county, including residents of the six cities located within the county.

1.1 New 800 MHz Radio Towers

District	Project	Estimated Project Cost
ALL	New 800 MHz Radio Towers	$ 7,000,000.00

Project Description & Justification

SPLOST funds will be used to replace or repair existing radio towers and/or build two new 800 MHz radio towers. This will increase radio coverage throughout the county, making the 800 MHz radio system more effective in identified trouble areas.

1.2 New Animal Services Facility

District	Project	Estimated Project Cost
ALL	New Animal Services Facility	$ 15,000,000.00

Project Description & Justification

SPLOST funds will be used for a new animal shelter to accommodate a growing animal population and provide much needed upgrades to kennels, facilities, and other veterinary services.

1.3 Improvements to Judicial Technology

District	Project	Estimated Project Cost
ALL	Improvements to Judicial Technology	$ 18,000,000.00

Project Description & Justification

SPLOST funds will be used to make technology improvements within the judicial offices. Modern technology permits courts to improve the administration of justice, enhance efficiencies, and meet the technology expectations of today's court participants and taxpayers.

1.4 Adult Detention Center Access Control System Replacement

District	Project	Estimated Project Cost
ALL	Adult Detention Center Access Control System Replacement	$ 6,000,000.00

Project Description & Justification

SPLOST funds will be used to replace the outdated access control system located at the Adult Detention Center, allowing the county to maintain industry standards.

2. SHERIFF'S OFFICE

Total Estimated Project Costs: $ 4,000,000

District	Project	Estimated Project Cost
ALL	Exterior Maintenance	$ 4,000,000.00

Project Description & Justification

SPLOST funds will be used for upgrades and restorations to existing Sherriff's Office facilities, such as the 97 building and Work Release building. This project includes items such as roof replacements/restoration, exterior revitalizations, and other repairs to buildings, fencing, signage, lighting and posts.

3. COMMUNITY IMPACT PROJECTS

Total Estimated Project Costs: $ 32,000,000

Community Impact Projects (CIP) are special projects identified by each District Commissioner that address district-specific needs previously expressed by residents and community input. These projects will be implemented and managed by the identified county agency.

3.1 Public Services Community Impact Projects

Below is a list of projects identified as Community Impact Projects (CIP) to be implemented by Public Services. A project description, justification, and estimated project cost for each Public Services CIP is included in Section 6.12 of this document.

District	Project	County Agency
1	Kemp Family Park	Public Services
1	Price Park	Public Services
1	Al Bishop Complex	Public Services
1	Lost Mountain Complex	Public Services
1	Big Shanty Park	Public Services
1	Ward Recreation Center	Public Services
1	Cobblestone Golf Course	Public Services
1	North Cobb Regional Library	Public Services
1	North Cobb Senior Center	Public Services
1	Senior Wellness Center	Public Services
1	West Cobb Senior Center	Public Services
2	Tritt Property Acquisition	Public Services
3	Shaw Park Repurpose	Public Services
3	Ebenezer Downs	Public Services
3	Veterans Memorial	Public Services
4	Indoor Track	Public Services

District	Project	County Agency
4	Osborne Recreation Center	Public Services
4	Mable House Outdoor Restroom	Public Services
4	Powder Springs Park	Public Services
4	Bartlett Park	Public Services
4	Furr Park	Public Services
4	Henderson Park	Public Services
4	Heritage Park	Public Services

3.2 DOT Community Impact Projects

Below is a list of projects identified as Community Impact Projects to be implemented by Cobb DOT. A project description, justification, and estimated project cost for each DOT CIP is included in Section 5.11 of this document.

District	Project	Agency
4	Ewing Road Sidewalk	DOT
4	Schaffer Road Sidewalk	DOT
4	Hollydale Gateway Sign Replacement	DOT

3.3 Support Services Community Impact Projects

Below is a list of projects identified as Community Impact Projects to be implemented by Support Services. A project description, justification, and estimated project cost for each Support Services CIP is included in Section 7.5 of this document.

District	Project	County Agency
4	Public Health Facility	Support Services

4. PUBLIC SAFETY

Total Estimated Project Costs: $ 82,000,000

Cobb County Department of Public Safety provides 911 services, animal services, emergency management services, and police and fire assistance to residents throughout the county.

Due to the need for extreme fiscal restraint over the past several years of economic difficulties, capital improvement projects have been deferred. As a result, it is necessary to invest in updating and replacing facilities/equipment to attract and retain employees, taking advantage of technologies that improve performance, and improving efficiency through consolidation of facilities and operations.

Key steps to improve the effectiveness, safety and efficiency of the Cobb County Department of Public Safety include:

- Provision of adequate training facilities to service all public safety disciplines
- Improving facilities to provide adequate workspace, consolidation of processes, consolidation of workforce, energy efficiency and technological improvements
- Implementing new technologies to enhance communication, improve processes both internally and for the citizens served, and to ensure reliable service delivery
- Allocation and deployment of resources to sustain the response capability throughout the county

4.1 Police Headquarters & Training Center

District	Project	Estimated Project Cost
ALL	Police Headquarters & Training Center	$ 18,000,000.00

Project Description & Justification

SPLOST funds will be used to construct an indoor firing range and additional infrastructure not covered under the 2016 SPLOST project.

4.2 Police Vehicle Replacement

District	Project	Estimated Project Cost
ALL	Police Vehicle Replacement	$ 10,000,000.00

Project Description & Justification

SPLOST funds will be used for the continued replacement of outdated police patrol vehicles.

4.3 New E-911 Call Center

District	Project	Estimated Project Cost
ALL	New E-911 Call Center	$ 14,000,000.00

Project Description & Justification

SPLOST funds will be used for the development of a new 911 call center to address current site-specific constraints and to conform to regulations for industry safety standards.

4.4 Radio Equipment Replacement

District	Project	Estimated Project Cost
ALL	Radio Equipment Replacement	$ 16,000,000.00

Project Description & Justification

SPLOST funds will be used for the replacement of radio equipment for Cobb County Police, Fire, Sheriff's Office, 911, and other county departments. Due to rapidly changing technology and loss of technical support, all handheld, vehicle-mounted, and desktop radios must be replaced every five to seven years.

4.5 Fire Facility Replacements/Renovations

District	Project	Estimated Project Cost
ALL	Fire Facility Replacements/Renovations	$ 24,000,000.00

Project Description & Justification

SPLOST funds will be used to replace the current 1960's era Fire Station No. 12. The new station will include more bay space for additional equipment, technology and equipment to meet the department's goal of minimizing the spread of and exposure to residual carcinogens and improve overall emergency response capacity.

SPLOST funds also will be used for infrastructure upgrades and renovations to the existing fire training complex that were not accounted for in the 2016 SPLOST. These upgrades are essential to meet the strategic goals and training needs of the department.

.

5. TRANSPORTATION

Total Estimated Project Costs: $ 329,867,821.87

5.1 Roadway Resurfacing

District	Project	Estimated Project Cost
All	Roadway Resurfacing	$ 213,067,821.87

Project Description

SPLOST funds will be used for resurfacing activities, including milling, patching, leveling and resurfacing of various roadways throughout the county.

Project Justification

The county maintains approximately 2,426 miles of roadway that deteriorate over time due to exposure to traffic and weather. Timely resurfacing prevents pavement failures, which result in more expense in the future. Despite significant annual investment in resurfacing, by 2022 more than 3,647 roads (977 centerline miles) will be in need of resurfacing.

Cobb DOT prioritizes resurfacing activities based on the condition of the roadway surface. Utility work/relocations and projects planned by Cobb DOT, Cobb County Water System, Cobb County-Marietta Water Authority, and other local or regional entities are also considered. A prioritized list of roads will be presented annually to the Cobb County Board of Commissioners for approval and implementation.

In addition, the Georgia Department of Transportation typically provides grant funding annually for local maintenance improvements. SPLOST funds allocated for roadway resurfacing will be used as matching funds for these grants. Currently, the county is required to provide a 30-percent match.

5.2 Bridges and Culverts

District	Project	Estimated Project Cost
ALL	Bridges & Culverts	$ 13,800,000.00

Project Description

SPLOST funding for bridges and culverts will fund activities to repair, rehabilitate, and replace bridges and culvert structures.

Project Justification

Both bridges and culverts are used to provide vehicular and pedestrian travel over roadways, railroads, and streams. Several factors can contribute to the deterioration of these structures such as traffic volume, improper drainage, environmental factors, and weather conditions.

Bridges are inspected biennially by the Georgia Department of Transportation and assigned sufficiency ratings ranging from 0 to 100, and corrective actions are sometimes recommended. Smaller structures are evaluated by Cobb DOT staff for deficiencies. If deficiencies are not corrected, bridges with low sufficiency ratings will continue to deteriorate, requiring weight restrictions and potential closures.

Currently, Cobb DOT has identified 11 locations in need of repairs, rehabilitation, or replacement of bridge and culvert structures. These locations were identified based on structural investigations. Additional locations may be identified based on future inspections.

District	Location	Estimated Project Cost
3	Bells Ferry Road over Noonday Creek	$ 2,800,000.00
1	Collins Road over Little Allatoona Creek	$ 2,800,000.00
4	James Road over Pine Creek	$ 2,400,000.00
1	Ernest Barrett Parkway over Noses/Ward Creek	$ 1,200,000.00
3	Bells Ferry Road over Tate Creek	$ 300,000.00
2	Maner Road over Chattahoochee River Tributary	$ 300,000.00
4	Maxham Road over Buttermilk Creek	$ 300,000.00

District	Location	Estimated Project Cost
4	McDuffie Road over Olley Creek Tributary	$ 300,000.00
2	Murdock Road over Sewell Mill Creek	$ 300,000.00
2	North Elizabeth Lane over Gilmore Creek	$ 300,000.00
2	Stillhouse Road over Camp Bert Adams Creek	$ 300,000.00
ALL	Additional locations to be determined	$ 2,500,000.00

5.3 Drainage System

District	Project	Estimated Project Cost
ALL	Drainage System	$ 10,350,000.00

Project Description

SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way.

Project Justification

Proper roadway stormwater drainage is essential to keep roads safe for the traveling public and to extend the lifespan of the county's roads and bridges. When it rains, the roadway drainage network directs stormwater into appropriate ditches, channels, and pipe systems that flow to natural streams and rivers.

Deteriorating and aging infrastructure can lead to a multitude of problems including:

- Ponding of water on roadways
- Sinkholes that damage roadway pavement and shoulders
- Localized flooding
- Erosion and sedimentation of sensitive waterways

Activities will be undertaken to address site-specific drainage issues, which may include one or more of the following: replacing failing pipes and headwalls, replacing failing catch basins, redefining drainage ditches, pipe lining and other site-specific treatments.

5.4 Operational & Safety Improvements

District	Project	Estimated Project Cost
ALL	Operational & Safety Improvements	$ 21,195,000.00

Project Description

SPLOST funds will be used to make operational and safety improvements at intersections and corridors throughout the county.

Project Justification

Locations for operational and safety improvements have been identified using guidelines and recommendations set forth in the county's Safety Action Plan, Comprehensive Transportation Plan, and traffic engineering studies. Improvement types will be determined based on site-specific conditions, traffic patterns, crash history, economic analysis, and public input. Improvement types include, but are not limited to, signalization, roundabout construction, roadway realignment (vertical and/or horizontal), raised median construction, addition of turn lanes, pedestrian improvements, and striping modifications. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Location	Estimated Project Cost
1	Old Stilesboro Road at County Line Road	$ 2,840,000.00
1	Due West Road at Antioch Road	$ 2,960,000.00
2,3	Holly Springs Corridor Improvements	$ 3,910,000.00
2	Cumberland Parkway from Paces Walk to Paces Ferry Road	$ 370,000.00
2	Church Road Plant/Atkinson Road at N Church Lane	$ 2,645,000.00
3	Shallowford Road at Gordy Parkway West	$ 700,000.00
3	Canton Road Corridor Improvements	$ 2,415,000.00
4	E/W Connector Corridor Improvements	$ 670,000.00
4	Riverside Parkway at White Road	$ 1,465,000.00
4	S Gordon Road at Pisgah Road	$ 3,220,000.00

5.5 Sidewalk Improvements

District	Project	Estimated Project Cost
ALL	Sidewalk Improvements – locations to be determined ($ 2,875,000 per District)	$ 11,500,000.00

Project Description

SPLOST funding for sidewalk improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multimodal facilities, and other congested areas.

Project Justification

Cobb's pedestrian facilities provide safe transportation alternatives to the automobile while providing access to major activity centers, schools, parks, trails, transit stops and stations, commercial centers, shopping, and other public services.

Locations for sidewalk improvements are identified by analyzing the inventory of existing sidewalks and pedestrian facilities, and projects are prioritized based on the following factors:

- Federal and state funding availability, including the Safe Routes to Schools Program
- Providing safe access to schools (local funding)
- Filling in gaps of existing sidewalk segments
- Recommended in the Cobb Bicycle and Pedestrian Improvement Plan (BPIP)
- Community requests
- Providing connectivity and access to bus stops, activity centers, and community facilities

Depending upon costs and funding availability, sidewalk improvements may include, but not be limited to, improving, designing, and constructing sidewalks, trails, and pedestrian and bike paths along roadways, and/or the installation of pedestrian safety devices as needed, such as stamped and colorized crosswalks, flashing beacons for crosswalks, ADA compliant elements, pedestrian signage, pedestrian countdown timers, and other safety equipment. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

5.6 Traffic Management, Transportation Technology, & Planning

District	Project	Estimated Project Cost
ALL	Traffic Management, Transportation Technology, & Planning	$ 23,115,000.00

Project Description

SPLOST funding for Traffic Management, Transportation Technology, and Planning will be used to replace and upgrade the county's traffic signal infrastructure, install traffic signals at locations that satisfy traffic signal warrant(s) as established in the current version of the Manual on Uniform Traffic Control Devices, optimize the operations of the traffic system, improve the county's transportation technology systems, and develop long- and short-term planning strategies.

Project Justification

Traffic signal systems include a variety of equipment and infrastructure that supports the safe and efficient flow of traffic including:

- poles and mast-arms
- signal heads
- signs
- controller cabinets and associated electronics/hardware
- traffic detector equipment (i.e. in-ground metal-sensing loops, overhead fixed cameras, etc.)
- changeable message signs (CMS)
- uninterrupted power supplies (UPS)
- software and server updates essential to communications and system back up

Signals and the associated electronics are exposed to harsh weather, and some support poles are reaching the end of useful life. In addition, controller failures, deficient cabinet or signal wiring, short circuits, lightning strikes, roadway maintenance or utility activities, damage resulting from vehicle contact, and time contribute to the deterioration of the traffic signal system infrastructure.

In addition, financial and environmental constraints make it more desirable and practical to relieve congestion and achieve mobility goals by traffic management and technology improvements rather than exclusively expanding the thoroughfare system through widening existing streets and adding new roads. Cobb DOT uses Advanced Transportation Management Systems (ATMS), Incident Management Systems, Integrated Corridor Management, Traffic Signal Timing, and other technologies, such as Geographic Information Systems (GIS), Program/Project/Contract management system (ProjectView), and a transportation management system (Cartegraph) to optimize the capacity and operation of the existing transportation system.

Traffic Management, Transportation Technology, and Planning provides funding for the technology systems, equipment, and services that support Cobb DOT in smarter transportation and traffic management.

District	Project Type	Estimated Project Cost
ALL	Traffic Signal System Preservation	$ 3,115,000.00
ALL	Advanced Transportation Management Systems (ATMS)	$ 4,500,000.00
ALL	Incident Management	$ 3,000,000.00
ALL	Integrated Corridor Management	$ 2,000,000.00
ALL	Planning Studies	$ 2,000,000.00
ALL	Traffic Signal Timing	$ 3,000,000.00
ALL	Traffic Signals	$ 2,500,000.00
ALL	Transportation Technology	$ 3,000,000.00

In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

5.7 Transit Capital Improvements

District	Project	Estimated Project Cost
ALL	Transit Capital Improvements	$ 4,600,000.00

Project Description

SPLOST funding for Transit Capital Improvements will be used to upgrade the county's transit facilities to improve the operation and reliability of CobbLinc.

Project Justification

As part of a larger regional transportation planning effort between the State Road and Tollway Authority (SRTA) and Cobb DOT, the existing Marietta bus transfer center facility and park-and-ride lot will be relocated to a new site to better serve flow and operations. The existing Marietta maintenance facility will be re-evaluated for possible expansion and renovation opportunities to meet current and future bus storage capacity and maintenance needs.

In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

5.8 School Zone Improvements

District	Project	Estimated Project Cost
ALL	School Zone Improvements - locations to be determined	$ 4,140,000.00

Project Description

SPLOST funding for School Zone Improvements will be used for off-campus projects to improve the safety and operational movements of vehicular and pedestrian traffic in and near school zones.

Project Justification

The Cobb County School District (CCSD) is the second largest school system in Georgia serving more than 113,000 students in 112 schools. As the county has grown considerably over the years, vehicular and pedestrian traffic volumes have increased on roadways in school zones

and on school campuses, creating the need for school access safety and operational improvements. On-campus improvements are funded by the CCSD, and off-campus improvements are the responsibility of Cobb DOT.

SPLOST funding for school zone improvements will fund activities including but not limited to, horizontal and vertical alignment improvements, sight distance improvements, lane widening, turn lane additions, traffic signal or roundabout additions, roadway shoulders and clear zone improvements on public roads in school access areas as well as pedestrian safety improvements, such as the addition of sidewalks in the public right-of-way. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

5.9 Cobb DOT Facility Improvements

District	Project	Estimated Project Cost
ALL	Cobb DOT Facility Improvements	$ 3,100,000.00

Project Description

SPLOST funding for Cobb DOT Facility Improvements will provide funding for the construction and equipping of new signal and sign shops to be located on the premises of the Cobb DOT headquarters facility.

Project Justification

Operations at Cobb DOT have outgrown the capacity of the existing signal and sign shops. The existing sign shop was constructed approximately 15 years ago, and experiences roof leaks (leading to occasional mold in some spaces) and other property maintenance issues. Additionally, expanded work space is needed for sign fabrication along with a material storage area.

The existing signal shop was constructed more than 20 years ago and experiences similar issues with flooding and other property maintenance issues, which are problematic due to the sensitivity of the equipment and electronics housed in this facility. A new facility is needed for equipment storage that will also provide adequate work space for traffic signal fabrication and equipment repair.

5.10 Federal/State/Local Match Improvements

District	Project	Estimated Project Cost
ALL	Federal/State/Local Match Improvements - project allocations to be determined	$ 25,000,000.00

Project Description

SPLOST funding for the Federal/State/Local Match Improvements will be used to leverage available matching funds to deliver key operational and safety improvements to the county's transportation system.

Project Justification

Transportation grants and programs generally require a certain percentage of local matching funds. Georgia law allows the use of SPLOST Funds as matching funds. The following is a list of potential projects for which SPLOST funding may be leveraged to receive additional funding from other sources, including federal, state, and other local agencies.

Name	Description	Local Match	Total Cost
	McCollum Airport Improvements		
McCollum Airport Taxiway Improvements	Enhance taxiway safety in accordance with FAA regulations	$5,000,000	$10,000,000
	Corridor Improvements		
Oakdale Road Corridor Improvements	Corridor capacity and safety improvements	$2,000,000	$10,000,000
Cumberland Core Loop	Construction of a multimodal corridor that enhances mobility options in the Cumberland area	$2,600,000	$13,000,000
I-285 at South Cobb Drive Interchange	Interchange improvements in coordination with I-285 Express Lane project	$5,000,000	$15,000,000
East West Connector Improvements	Corridor capacity and safety improvements	$5,000,000	$15,000,000
Roadway Safety Audits	Implement safety enhancements recommended from Roadway Safety Audits	$2,000,000	$10,000,000

Name	Description	Local Match	Total Cost
Bells Ferry Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	$3,000,000	$15,000,000
Big Shanty Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	$3,000,000	$15,000,000
Hickory Grove Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	$2,000,000	$10,000,000
CH James Parkway/SR6/US278 Improvements	Roadway widening (to six-lanes) to enhance freight mobility	$6,000,000	$30,000,000
Circle 75 Parkway Improvements	Corridor operational improvements	$4,000,000	$20,000,000
Cobb Parkway/US41/SR3 Improvements	Corridor safety and operational improvements	$8,000,000	$40,000,000
Dallas Highway/SR120 Improvements	Corridor safety and operational improvements	$2,000,000	$10,000,000
Gateway Improvements	Enhance gateway corridors at various locations with hardscaping, landscaping, monuments and signage	$400,000	$2,000,000
I-285 EB / WB Auxiliary Lanes	Additional lanes on I-285 to improve mobility between Cobb Parkway and Paces Ferry Road	$1,000,000	$5,000,000
Roswell Road/SR120 Widening	Corridor operational improvements to enhance mobility	$12,000,000	$60,000,000
Corridor Improvements to address I-285 Express Lane Traffic	Safety and operational improvements to various corridors related to I-285 Express Lanes traffic	$3,000,000	$15,000,000
Barrett Lakes Boulevard Corridor Improvements	Corridor safety and operational improvements	$1,400,000	$7,000,000
George Busbee Parkway Corridor Improvements	Corridor safety and operational improvements	$3,000,000	$15,000,000

Name	Description	Local Match	Total Cost
	Intersection Improvements		
Johnson Ferry Road at Roswell Road Intersection	Intersection safety and operational improvements	$5,000,000	$15,000,000
Acworth Due West Road at Cobb Parkway and McClure Road Intersections	Safety and operational improvement at Acworth Due West Road intersections	$3,000,000	$9,000,000
Cobb Parkway at McCollum Parkway / Kennesaw Due West Road / Old 41 Highway Realignment	Preliminary engineering and Right of Way acquisition	$5,000,000	$36,000,000
South Cobb Drive at Fairground Street Intersection	Intersection safety and operational improvements	$2,000,000	$7,000,000
Austell Road at Hospital Drive South Intersection	Intersection safety and operational improvements	$200,000	$1,000,000
Austell Road at Mulkey Drive Intersection	Intersection safety and operational improvements	$200,000	$1,000,000
Cobb Parkway at Windy Hill Road Intersection	Grade Separation	$12,000,000	$60,000,000
South Cobb Drive at Windy Hill Road Intersection	Grade Separation	$12,000,000	$60,000,000
General Intersection Improvements	Match available funds to implement safety and operational improvements	$5,000,000	$25,000,000
	Technology		
Transportation Technology	Upgrade technology to improve effectiveness, safety and mobility	$1,000,000	$4,000,000
Connected / Autonomous Vehicles	Deploy technology to manage and enhance mobility of connected / autonomous vehicles	$1,000,000	$4,000,000
Traffic Management Center (TMC) Upgrades	Capital improvements to enhance TMC effectiveness	$800,000	$4,000,000

Name	Description	Local Match	Total Cost
Traffic Signal Timing	Upgrade and enhance traffic signal timing systems to improve effectiveness	$800,000	$4,000,000
	Trails and Sidewalks		
Chattahoochee River Trail	Multi-use trail along Chattahoochee River	$3,000,000	$6,000,000
Trails	Match federal, state and local funds to construct priority trail projects (such as Silver Comet Trail Extension, Austell-Powder Springs Road Connector, etc)	$4,000,000	$12,000,000
Paces Mill Unit Rehabilitation Trails	Multi-use trail within the Chattahoochee River National Recreation Center	$1,000,000	$10,300,000
Transit-Oriented Sidewalks	Match federal, state and local funds to construct sidewalks and address ADA deficiencies along transit routes.	$1,000,000	$4,000,000
	Transit		
Transit Facilities	Match federal, state and local funds to construct major transit facilities	$2,000,000	$6,000,000
Austell Transfer Center	Transit Infrastructure to include transfer center in the vicinity of Austell Road and East West Connector	$1,600,000	$8,000,000

The preceding is a list of potential projects that will have the same status as a Tier 1 project, treated as fully and effectually as if they had originally appeared on said list under the project heading “Local Match for Future Federal/State/Other Funding”, but only if sufficient federal, state, or other grant funding becomes available.

5.11 DOT Community Impact Projects

District	Project	Estimated Total Cost
4	Community Impact Projects - DOT	$ 1,200,000.00

5.11.1 Ewing Road Sidewalk

District	Project	Estimated Project Cost
4	Ewing Road Sidewalk	$ 800,000.00

Project Description & Justification

SPLOST funds will be used for construction of sidewalks along Ewing Road in District 4. This project will begin at Syble Drive and terminate at Flint Hill Road.

5.11.2 Schaffer Road Sidewalk

District	Project	Estimated Project Cost
4	Schaffer Road Sidewalk	$ 350,000.00

Project Description & Justification

SPLOST funds will be used for construction of sidewalks along Schaffer Road in District 4. This project will begin at Austell Road and continue west for approximately 875 linear feet.

5.12.3 Hollydale Gateway Sign Replacement

District	Project	Estimated Project Cost
4	Hollydale Gateway Sign Replacement	$ 50,000.00

Project Description & Justification

SPLOST funds will be used to revitalize signage in the right-of-way along Powder Springs Road in the vicinity of the Hollydale neighborhood.

6. PUBLIC SERVICES

Total Estimated Project Costs: $ 27,850,000

Public Services includes funding for libraries, parks and senior centers.

The Cobb County Public Library System is the third largest library system in terms of population served in Georgia. Cobb's library system has 15 facilities, some of which are more than 40 years old with inadequate space and infrastructure to support current and future library needs. In addition, many of the facilities do not have meeting space for small or large groups.

Improvements to the Cobb Library System were identified based on the 10-Year Library Facility Plan adopted by the Library Board of Trustees. This plan was drafted by the Trustee Facility Committee and the Library Director and included input from the Library Facility Supervisor and County Property Management. This plan includes recommendations based on the interior and exterior conditions of each facility, annual inspections, and community assessments.

Cobb County's parks and recreational facilities support over 6 million visits each year. Increases in population and the increased popularity of additional sports and activities result in many public requests for modified, improved, and/or renovated facilities. Many of the major complexes, buildings, and athletic fields in the county are more than 30 years old and in need of significant repair or renovation.

Improvements to Cobb parks and recreational facilities were identified based on the Cobb County Comprehensive P.A.R.K.S Master Plan completed in 2018. This 10-year master plan was developed using population projections, assessments of current facilities, national standards and public input. It serves as both a strategic plan and an action plan, providing Cobb County with guidelines for future program planning efforts and capital improvement projects.

All activities identified will be assigned a priority rating for completion as funding becomes available. The prioritized list of projects will be presented to the Cobb County Board of Commissioners for approval and implementation.

6.1 Library Renovations & Surveillance Equipment

District	Project	Estimated Project Cost
All	Library Renovations & Surveillance Equipment	$ 3,850,000.00

Project Description & Justification

SPLOST funding will provide for renovations, improvements, additions to, and equipping of existing facilities for the purpose of expanding and efficiently delivering library services and programs to county residents. Depending upon costs and funding availability, activities may include, but not be limited to, renovations such as teen spaces, flexible/adaptable spaces, updated infrastructure, computer stations, and interior design. Locations identified for renovations include:

- Mountain View Regional Library
- South Cobb Regional Library
- West Cobb Regional Library
- Lewis A. Ray Library
- Stratton Library
- Kemp Memorial Library
- Vinings Library

In addition, funding will provide for the installation of video surveillance cameras at 12 locations to promote the safety of library customers, staff and community.

6.2 Parks Technology, Life Safety & Security Improvements

District	Project	Estimated Project Cost
All	Parks Technology, Life Safety & Security Improvements	$ 750,000.00

Project Description & Justification

SPLOST funding will be used for the installation or upgrade of technological features that will improve communication, recordkeeping, and safety for visitors and staff as well as security improvements to protect the county's investments in its park system. Examples include the installation of security cameras integrated into the public safety network and safety features.

Locations identified for technology, life safety, and security improvements include:

- Allatoona Creek Park (Corps of Engineers)
- Big Shanty Park
- Fair Oaks Park & Recreation Center
- Hyde Farm
- Sewell Park
- The Art Place
- Mable House Complex
- Silver Comet Trail (Fontaine Road)
- Countywide as needed

6.3 Parks Building Renovations & Improvements

District	Project	Estimated Project Cost
All	Parks Building Renovations & Improvements	$ 4,500,000.00

Project Description & Justification

SPLOST funding will be used to replace or upgrade structures that have reached their intended service life and have not been sufficiently addressed by past funding mechanisms. Examples include installing metal roofs in place of outdated asphalt shingles, replacing gymnasium floors worn by consistent use over the years, renovating heavily used restroom facilities, and additional improvements identified based on public input, such as adding shade structures at tennis centers and playgrounds and constructing additional restroom capacity in more remote areas of certain parks. Locations identified for renovations and improvements include:

- Big Shanty Park-The Art Station
- Central Aquatics Center
- Fair Oaks Park/Recreation Center
- Fullers Park
- Gymnastics Center
- Lost Mountain Park
- Mountain View Aquatic Center
- Noonday Creek Park
- Pitner Road Park
- Ron Anderson Recreation Center
- Sewell Park
- South Cobb Aquatic Center
- Terrell Mill Park
- West Cobb Aquatic Center
- Wild Horse Creek Park

6.4 Parks Synthetic Turf Conversion & Replacement

District	Project	Estimated Project Cost
1,2,4	Parks Synthetic Turf Conversion & Replacement	$ 7,480,000.00

Project Description & Justification

Recent installation of synthetic turf at eight of Cobb's rectangular athletic fields has been a resounding success as indicated by soccer, football, lacrosse and other user groups. Extended life cycle, safety and playability, decreased maintenance costs, and the local economic impacts of tournament play are all advantages of synthetic turf over traditional bermuda grass fields. The expected service life of the synthetic turf carpet under heavy use is eight to 10 years. SPLOST funding will be used for first-time field conversions, as well as replacing the existing turf at eight fields in the 2025 to 2027 timeframe. Locations identified for synthetic turf conversion and replacement include:

- Hubert Soccer Complex
- Lost Mountain Park
- Mud Creek Soccer Complex
- Terrell Mill Park
- Wallace Park

6.5 Parks Electrical & Lighting Upgrades

District	Project	Estimated Project Cost
All	Parks Electrical & Lighting Upgrades	$ 3,430,000.00

Project Description & Justification

Recent improvements in LED lighting technology provide the opportunity to replace old and inefficient metal halide lights on athletic fields, tennis courts, and high bay lighting in recreation and aquatic centers. LED fixtures use roughly half of the electricity of older light systems and last significantly longer. Moreover, manufacturers are decreasing their production of metal halide replacement bulbs, making them more expensive to purchase and harder to find.

SPLOST funding will be used for electrical and lighting upgrades and related electrical improvements, such as replacement of older underground wiring, breakers and switch gear, at the following locations:

- Central Aquatic Center
- Fullers Park
- Hubert Soccer Complex
- Mountain View Aquatic Center
- Mud Creek Soccer Complex
- Sandy Plains Park
- South Cobb Complex

6.6 Parks Mechanical System Replacement

District	Project	Estimated Project Cost
All	Parks Mechanical System Replacement	$ 3,420,000.00

Project Description & Justification

PARKS is responsible for well over 100 heated and air conditioned buildings of various sizes. HVAC systems typically have a useful service life of 10 to 15 years. Systems in many county parks exceed this age. The dehumidification systems in the county's indoor swimming pools are highly specialized examples of this. Proper efficiencies of these sophisticated systems are essential to the operation of these very heavily used facilities, with respect to the comfort of the users, and the longevity of the buildings themselves. Failure to replace these systems when needed could potentially result in the extended closure of these facilities.

SPLOST funding will be used for mechanical system replacement activities at the following locations:

- Gymnastics Center
- Mountain View Aquatic Center
- South Cobb Aquatic Center
- West Cobb Aquatic Center
- Countywide as needed

6.7 Parks Paving

District	Project	Estimated Project Cost
All	Parks Paving	$ 1,000,000.00

Project Description & Justification

Resurfacing of access roadways and parking lots is an ongoing need in the county's park system. Adding new parking capacity is also a common request from user groups and park visitors.

The county recently established a paving program for parks intended to maintain the quality of paved surfaces, to avoid more expensive repairs in the future, and to identify certain park trails and sidewalks that will benefit from reconstruction or fortification with concrete or crushed slate materials.

SPLOST funding will be used for resurfacing and paving activities at the locations listed below as well as replacing and restriping surfaces at other park locations countywide as needed.

- East Cobb Park
- Fair Oaks Park & Recreation Center
- Fullers Park
- Hurt Road Park
- Terrell Mill Park
- Countywide as needed

6.8 Park Amenities

District	Project	Estimated Project Cost
All	Park Amenities	$ 500,000.00

Project Description & Justification

Park amenities, such as bleachers, pavilions, shade structures, water fountains, and playground safety surfaces, must be installed or replaced periodically. Replacement of deteriorated amenities provide a safer and more enjoyable recreation experience for all park visitors.

SPLOST funding will be used to install or replace amenities at the locations listed below as well as park locations countywide as needed.

- Al Bishop Softball Complex
- East Cobb Park
- Silver Comet Trail (District 4)
- Tramore Park
- Wallace Park
- Countywide as needed

6.9 Parks Site, Erosion, Lake/Dam Improvements

District	Project	Estimated Project Cost
1,2,4	Parks Site, Erosion, Lake/Dam Improvements	$ 500,000.00

Project Description & Justification

Addressing erosion and drainage issues on park properties before they become serious is essential to avoiding facility closures. The county maintains 14 ponds and lakes and their associated earthen dams throughout the county. These features provide a stormwater management function as well as excellent recreational opportunities for fishing and other activities.

SPLOST funding will be used for activities, such as renovating existing dams, dredging, improving grading, and expanding streambank stabilization measures related to site, erosion, and lake/dam improvements, at the following locations:

- Lost Mountain Park
- Rhyne Park
- Wild Horse Creek Park

6.10 Parks Subsurface Infrastructure (Countywide)

District	Project	Estimated Project Cost
All	Parks Subsurface Infrastructure (Countywide)	$ 1,500,000.00

Project Description & Justification

The Cobb County PARKS system was established in 1966 and has continued to expand over the years. Much of the subsurface infrastructure installed throughout this time has reached or exceeded its reasonable service life and failures can occur suddenly. These systems include

sanitary sewer, stormwater management, potable water, irrigation, and fire protection piping. Aging systems will be replaced before failures or continued system deterioration lead to larger issues.

SPLOST funding will be used to replace aging subsurface infrastructure systems throughout the county.

6.11 Park & Facility Signage (Countywide)

District	Project	Estimated Project Cost
All	Park & Facility Signage (Countywide)	$ 920,000.00

Project Description & Justification

In the over 50 years since its founding, Cobb PARKS has followed a variety of signage programs. Cobb citizens and park visitors would benefit from a consistent and coordinated park signage and wayfinding system for locating park entrances and navigating to various locations and facilities.

SPLOST funding will be used to establish a consistent and coordinated park signage and wayfinding system.

6.12 Public Services Community Impact Projects

District	Project	Estimated Total Cost
ALL	Community Impact Projects - Public Services	$ 29,050,000.00

6.12.1 Kemp Family Park

District	Project	Estimated Project Cost
1	Kemp Family Park	$ 1,000,000.00

Project Description & Justification

SPLOST funds will be used to complete the first phase of development for this park, including parking, walking trails, and a restroom. Added to the PARKS system using 2008 PARKS Bond funding, Kemp Family Park consists of about 95 acres of open fields and wooded rolling hills.

6.12.2 Price Park

District	Project	Estimated Project Cost
1	Price Park	$ 1,000,000.00

Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install additional parking and a pedestrian bridge for this facility. The addition of about 120 acres using 2008 PARKS Bond funding more than doubled the size of this passive park. This SPLOST funding will allow additional parking and a pedestrian bridge to allow safe access to more of these beautiful acres.

6.12.3 Al Bishop Complex

District	Project	Estimated Project Cost
1	Al Bishop Complex	$ 1,750,000.00

Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install synthetic turf and LED field lighting at this location. The Al Bishop complex is the county's premier adult softball facility, hosting many tournaments throughout the year. Upgrading to synthetic turf and LED field lighting will further enhance the ability of this venue to attract more large regional events, bringing in many out of town visitors to support local businesses.

6.12.4 Lost Mountain Complex

District	Project	Estimated Project Cost
1	Lost Mountain Complex	$ 2,172,000.00

Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install synthetic turf and LED field lighting at this location. The Lost Mountain complex serves a similar role as the Al Bishop Complex above, but for girls softball and on a national level. Adding synthetic turf and LED field lighting will increase the reach of this facility to bring in additional visitors to support the local economy.

6.12.5 Big Shanty Park

District	Project	Estimated Project Cost
1	Big Shanty Park	$ 300,000.00

Project Description & Justification

SPLOST funds will be used to complete the activities to install additional parking for this facility. Popular programming at The Art Station often generates parking space demands that exceed the capacity of the small adjacent parking lot, which is shared with a bank of four tennis courts. Additional parking will alleviate this issue.

6.12.6 Ward Recreation Center

District	Project	Estimated Project Cost
1	Ward Recreation Center	$ 750,000.00

Project Description & Justification

SPLOST funds will be used to complete the necessary interior and exterior renovations to this facility to maintain and improve the level of service that this important facility provides.

6.12.7 Cobblestone Golf Course

District	Project	Estimated Project Cost
1	Cobblestone Golf Course	$ 250,000.00

Project Description & Justification

SPLOST funds will be used to complete the necessary repairs and activities to restore the safety and stability of the cart paths. The asphalt cart paths at this popular facility have become rough and unstable due to tree roots and minor erosion issues.

6.12.8 North Cobb Regional Library

District	Project	Estimated Project Cost
1	North Cobb Regional Library	$ 200,000.00

Project Description & Justification

SPLOST funding will be used at this location for items such as the installation of window blinds, sound baffles, an automated material handling (AMH) system, and community room sound equipment.

6.12.9 North Cobb Senior Center

District	Project	Estimated Project Cost
1	North Cobb Senior Center	$ 200,000.00

Project Description & Justification

SPLOST funds will be used for the addition of a portico to provide for covered drop offs at the pre-function area and a covered walkway to connect the new portico to the front entrance. This addition will provide protection from the weather for seniors as they walk from the side parking lot to the front entrance of the building.

6.12.10 Senior Wellness Center

District	Project	Estimated Project Cost
1	Senior Wellness Center	$ 300,000.00

Project Description & Justification

SPLOST funding will be used for the following activities at this location:

- Art room exhaust fan to properly exhaust fumes resulting from art room activities
- Lobby renovations to reconfigure front desk staffing space for workspace security of staff and equipment
- Replacement of furniture and fixtures within public facing spaces
- Parking lot reconfiguration to maximize amount of available spaces by removing islands and redesigning the lot

6.12.11 West Cobb Senior Center

District	Project	Estimated Project Cost
1	West Cobb Senior Center	$ 78,000.00

Project Description & Justification

SPLOST funding will be used for the following activities at this location:

- Kitchen renovation to convert warming kitchen into a teaching kitchen to offer cooking classes to senior citizens of Cobb County
- Restroom renovations to update and upgrade fixtures to better meet the needs of the aging population. Bathrooms will be more user-friendly with fixtures, sinks, flooring, and toilets appropriate for older adults.

6.12.12 Tritt Property Acquisition

District	Project	Estimated Project Cost
2	Tritt Property Acquisition	$ 8,000,000.00

Project Description & Justification

SPLOST funding will be used to acquire the remaining 20 acres of the Tritt Property. Nearly 30 acres of the Tritt Property, adjacent to Fullers Park and East Cobb Park, were recently purchased using 2008 PARKS Bond funds. Acquisition of the remaining 20 acres will complete the assembly of a nearly 125-acre park, offering a mix of active and passive recreation activities.

6.12.13 Shaw Park Repurpose

District	Project	Estimated Project Cost
3	Shaw Park Repurpose	$ 4,000,000.00

Project Description & Justification

SPLOST funding will be used to repurpose Shaw Park to better meet the recreational needs and desires of the surrounding community. Shaw Park was first developed in 1970, and has served several generations of families since. However, the park design and amenities are now outdated, and the park no longer meets the recreational needs of the community. The footprint of this project also includes Gritters Library and the Northeast Cobb Community Center.

6.12.14 Ebenezer Downs

District	Project	Estimated Project Cost
3	Ebenezer Downs	$ 3,000,000.00

Project Description & Justification

SPLOST funding will be used for the development of a passive park in this location. The 17.5-acre Ebenezer Downs property was acquired using 2008 PARKS Bond funding. This SPLOST funding would allow the development of this passive park, governed by the Park Master Plan, that was developed with public input and approved by the Board of Commissioners in 2019.

6.12.15 Veterans Memorial

District	Project	Estimated Project Cost
3	Veterans Memorial	$ 1,000,000.00

Project Description & Justification

SPLOST funding will be used for the construction of a county Veterans Memorial to honor all veterans who protected our nation's freedoms from all branches of the military during all major conflicts. The Memorial will be operated by the county as a passive park. Additional funding for the Memorial may be provided by the Cobb Veterans Memorial Foundation.

6.12.16 Indoor Track

District	Project	Estimated Project Cost
4	Indoor Track	$ 2,450,000.00

Project Description & Justification

SPLOST funds will be used to construct an indoor space for competitive track and field events.

6.12.17 Osborne Recreation Center

District	Project	Estimated Project Cost
4	Osborne Recreation Center	$ 2,000,000.00

Project Description & Justification

SPLOST funds will be used as additional funding for this 2016 SPLOST project to cover the cost of land acquisition.

6.12.18 Mable House Outdoor Restroom

District	Project	Estimated Project Cost
4	Mable House Outdoor Restroom	$ 100,000.00

Project Description & Justification

The Mable House Complex hosts many events annually, and a restroom facility is needed for event attendees and participants.

6.12.19 Powder Springs Park

District	Project	Estimated Project Cost
4	Powder Springs Park	$ 100,000.00

Project Description & Justification

SPLOST funds will be used for improvements to the original portion of Powder Springs Park in a joint project with the City of Powder Springs. Passive park elements will be added.

6.12.20 Bartlett Park

District	Project	Estimated Project Cost
4	Bartlett Park	$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

6.12.21 Furr Park

District	Project	Estimated Project Cost
4	Furr Park	$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

6.12.22 Henderson Park

District	Project	Estimated Project Cost
4	Henderson Park	$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

6.12.23 Heritage Park

District	Project	Estimated Project Cost
4	Heritage Park	$ 100,000.00

Project Description & Justification

SPLOST funds will be used for improvements to this park located on Fontaine Road.

7. SUPPORT SERVICES (INFORMATION SERVICES & PROPERTY MANAGEMENT)

Total Estimated Project Costs: $ 27,150,000

Support Services provides funding for capital improvements to Cobb County maintained buildings and internal services, as well as capital improvements to the county's information systems, technology and related equipment.

7.1 Technology Infrastructure Upgrades

District	Project	Estimated Project Cost
All	Technology Infrastructure Upgrades	$ 6,000,000.00

Project Description & Justification

Information technology has become highly integrated into the day-to-day business and emergency operations of Cobb County. SPLOST funds will be used to upgrade the county's technology infrastructure, which is vital to providing seamless, efficient, and secure services and information to county constituents. Keeping aging foundational technology current, from the network edge to the data center, ensures the continued and resilient execution of critical county business operations.

7.2 Cyber Security

District	Project	Estimated Project Cost
All	Cyber Security	$ 2,000,000.00

Project Description & Justification

Cobb County has developed a cyber security "Defense in Depth" strategy to secure the county's information, data, and technology assets. This strategy relies on nimble, state-of-the-art technologies to secure the county's digital environment and ensure constituents continue to safely interact with Cobb County. Deploying the latest and most advanced security solutions to

counter the continuous and malicious attacks by cyber criminals is an essential responsibility of county government today and for the foreseeable future.

7.3 Digital Government/Smart Community

District	Project	Estimated Project Cost
All	Digital Government/Smart Community	$ 9,000,000.00

Project Description & Justification

SPLOST funds will be used to implement and modernize digital government business applications and systems to maintain technical currency to meet the expectations of an engaged and connected constituency. Expanding online services with innovative delivery and easy to use applications will enable transparency and the direct communication between the public and county government.

7.4 Property Management

District	Project	Estimated Project Cost
All	Property Management	$ 10,150,000.00

Project Description & Justification

SPLOST funds will be used for upgrades and renovations to existing county-owned facilities, such as courthouses and other public buildings. Updates and renovations include, but are not limited to, activities such as security, HVAC and safety equipment installations, roof restorations and replacements, interior rehabilitations, and exterior revitalizations.

7.5 Support Services Community Impact Projects

District	Project	Estimated Total Cost
4	Public Health Facility	$ 1,750,000.00

Project Description & Justification

SPLOST funding will be used for the expansion and modernization of the existing South Cobb Community Health facility or for the construction of a new health facility.

8. CITY SPLOST ALLOCATIONS

Total Estimated Project Costs: $ 183,132,178.13

Cobb County has six municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna. Cobb County is allocating $ 183,132,178.13 of SPLOST funding to these municipalities. Each municipality will be allocated a share of the SPLOST proceeds equal to the ratio of the municipality's population relative to the total county population according to the 2018 population estimates by the U.S. Census Bureau. The table below is for informational purposes only. Actual SPLOST proceeds will be disbursed to each municipality in accordance with Section 6 of the Intergovernmental Agreement.

Municipality	Total City Allocation
Acworth	$ 21,060,516.74
Austell	$ 6,678,496.17
Kennesaw	$ 31,785,177.01
Marietta	$ 56,558,863.21
Powder Springs	$ 14,303,887.75
Smyrna	$ 52,745,237.26

A list of capital improvement projects selected by each municipality is included in Appendix A to this document. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

9. JOINT CITY PROJECTS

Total Estimated Project Costs: $ 18,000,000

Cobb County has six municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna.

Each of these municipalities will receive an additional $ 3,000,000 of SPLOST funding for joint projects as detailed in an Intergovernmental Agreement between Cobb County and each city. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

A list of capital improvement projects as well as the joint projects selected by each municipality is included in Appendix A to this document.

10. ADDITIONAL SPLOST PROJECTS (TIER 2)

Tier 2 projects will be implemented only if SPLOST revenues exceed projections and tax proceeds are available after the funding of all of the Tier 1 projects at their estimated costs.

10.1 Additional Transportation Projects

District	Project	Estimated Project Cost
All	Resurfacing - pavement preservation and rehabilitation (OCI - 60)	$ 14,638,172.13
All	Federal/State/Local Match - funds used to match outside funding sources	$ 16,400,000.00

10.2 Additional Community Improvement Projects

District	Project	County Agency	Estimated Project Cost
1	Al Bishop Complex - additional funding for LED Conversion, Synthetic Turf infields	Public Services	$ 475,000.00
1	Ward Recreation Center - additional funding for interior and exterior renovations	Public Services	$ 475,000.00
1	Lost Mountain Road at Amberton/Oakleigh Operational Improvements	DOT	$ 2,300,000.00
2	Library Improvements - additional funding	Public Services	$ 1,000,000.00
2	Police Precinct Upgrades	Public Safety	$ 2,250,000.00
3	Repurpose Shaw Park - additional funding	Public Services	$ 1,000,000.00
3	DOT Projects - Sidewalks, resurfacing and intersection improvements in District 3	DOT	$ 2,250,000.00
4	Public Health Facility - additional funding	Support Services	$ 250,000.00
4	Median, Streetscape, Pocket Park Improvements	Public Services	$ 1,000,000.00
4	Indoor Track - additional funding	Public Services	$ 2,000,000.00

10.3 City Tier 2 Projects

A list of Tier 2 capital improvement projects selected by each municipality is included in Appendix A to this document.

APPENDIX A – CITY PROJECTS

Acworth

TIER 1 City of Acworth Projects	Estimated Project Cost
West Lakeshore Drive Improvement	$1,000,000.00
Summit Circle Improvement	$255,000.00
Old Cherokee Street Improvement	$750,000.00
Brookhaven Subdivision - Phase 1 Improvement	$1,500,000.00
North Main (Enclave Subdivision to County Line) Improvement	$1,500,000.00
Academy Street (Dixie Avenue to Beach Street)	$900,000.00
Beach Street Realignment	$750,000.00
Miscellaneous Paving and Equipment - Throughout City	$6,000,000.00
Miscellaneous Stormwater Improvement - Throughout City	$1,000,000.00
Miscellaneous Sidewalk - Throughout City	$500,000.00
Federal, State, Local Match	$250,000.00
Public Parking Improvements - Throughout City	$500,000.00
City Facility Upgrades and Expansion - Throughout City	$890,517.00
City Wide Technology Infrastructure Improvements - Throughout City	$500,000.00
Public Safety Vehicles	$1,440,000.00
Public Safety Facility Improvements	$150,000.00
800 MHz Radio Upgrades	$500,000.00
Body Cameras and In Care Technology Upgrades	$425,000.00
Cauble Park Improvements	$750,000.00
Old Hwy 92 Pedestrian Bridge/Overlook Park	$750,000.00
Trail Development - Throughout City	$750,000.00
City of Acworth Total Cost	$21,060,517.00
Total City Allocation	*$21,060,516.74*
Joint Project with County - Acworth Due West at Ragsdale Road and sidewalks	$3,000,000.00
City of Acworth with Joint Funds	$24,060,517.00

Austell

TIER 1 City of Austell Projects	Estimated Project Cost
Fire Truck	$1,100,000.00
Radios - Fire Department	$90,000.00
Equipment - Fire Department	$35,000.00
Vehicles and equipment - Police Department	$455,509.00
Radios - Police Department	$296,000.00
Roadway Resurfacing	$723,074.00
Roadway Restriping	$115,000.00
Roadway Curb and Gutter	$115,000.00
Sidewalks	$307,288.00
Roadway Drainage Systems	$100,000.00
Maintenance equipment - Transportation	$550,000.00
Upgrade Water Infrastructure - Water System	$900,000.00
System wide improvement - Water System	$475,000.00
Equipment - cooling tower at Threadmill Complex	$750,000.00
Improvements to Parks - Legion, Collar, etc.	$400,000.00
Trails	$266,625.00
City of Austell Total Cost	$6,678,496.00
Total City Allocation	*$6,678,496.17*
Joint Project with County - Recreation Center	$3,000,000.00
City of Austell with Joint Funds	$9,678,496.00

Kennesaw

TIER 1 City of Kennesaw Projects	Estimated Project Cost
Depot Park - Phases 8-12 construction consisting of an amphitheater and festival area, along with new and expanded parking lots for the park and museum	$6,000,000.00
Recreation Center - Phase II includes a multi-sport court and gymnastics	$3,000,000.00
Facility Improvements - Water and energy conservation updates, address space utilization for current and future staffing growth and expanding services (e.g., Public Works renovation, community development, etc.) and city wide facilities & cyber security upgrades	$3,500,000.00
Rutledge Road/Cathey Lane - Road widening, sidewalk improvements, and installation of a traffic light to maximize transportation system performance and vehicular safety at the intersection of Swift-Cantrell Park and Old 41	$4,000,000.00
Sardis Street extension and overpass - Continuation of Phase I to maximize transportation system performance, improve traffic congestion, and compliment the redevelopment of the downtown area. This will include the construction of new road from Main Street that intersects with Cherokee Street, Shirley Drive and an overpass to Moon Station. A bypass will also be built between the extension at Shirley Drive to North Cherokee Street just south of Ben King Road to reduce the impact on the Cherokee Street Historical District	$6,000,000.00
Neighborhood Improvements - Sidewalks and street resurfacing	$785,000.00
Public Safety Facility - New facility for Police Department, 911 and Emergency Operations Center	$8,500,000.00
City of Kennesaw Total Cost	$31,785,000.00
Total City SPLOST Allocation	*$31,785,177.01.*
Joint Project with County – Added funds for the Recreation Center Phase II that includes a multi-sport court and gymnastics	$3,000,000.00
City of Kennesaw with Joint Funds	$34,785,000.00

TIER 2 City of Kennesaw Projects (to be completed if funding becomes available)	Estimated Project Cost
Fleet Maintenance - Upgrade maintenance facility with a sign shop to repair city vehicles & capital equipment and create road signs, improve bulk storage (e.g., salt, dirt, signs) & underground storage tanks/refueling areas, and to address topography and stormwater issues	$2,500,000.00
Smith Gilbert Gardens - Create ADA accessible trails, obtain Innovation Readiness Training materials, and repair historic Butler House	$500,000.00
Sidewalks and resurfacing of major roads and routes	$1,500,000.00
City of Kennesaw Total Cost	$4,500,000.00

Marietta

TIER 1 City of Marietta Projects	Estimated Project Cost
Sidewalk/ Trail Construction - Citywide	$6,250,000.00
Street Resurfacing - Citywide	$13,200,000.00
Traffic System Upgrades (ATMS) - Citywide	$2,750,000.00
Bridge Rehabilitation - Citywide	$500,000.00
General Streets & Drainage Improvements - Citywide	$4,000,000.00
Sign Reflectivity - Citywide	$225,000.00
Street Marking and Reflectivity - Citywide	$225,000.00
Ward 1 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 2 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 3 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 4 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 5 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 6 - Merritt Road Trail and Sidewalks/ Streets/ Traffic Calming Improvements	$500,000.00
Ward 7 - Blanche Drive Underpass Area Improvements and Sidewalks/ Streets/ Traffic Calming Improvements	$500,000.00
City Hall Renovations - New windows, replace chillers and cooling tower, replace carpet on all floors, renovate bathrooms, update lighting, renovate elevator doors, replace roof and reseal parking deck	$3,975,000.00
Kennesaw House/ Marietta Museum of History Renovations - replace roof, HVAC, install safety rails on roof, and replace/ convert front doors to ADA accessibility	$288,500.00
Public Safety Complex reroof	$260,000.00
Skatepark and Other Sports Facilities	$500,000.00
Park Improvements - Citywide	$1,000,000.00
Police Department Vehicles	$1,079,554.00
Fire Department Vehicles	$1,200,000.00
Public Safety Training Facilities and Equipment - Training facilities and equipment replacement for Fire and Police Department	$2,279,554.20
Bellemeade Bridge Replacement	$1,000,000.00
Burnt Hickory and Polk Avenue Intersection Improvement	$1,500,000.00
Cherokee Street Widening - widening of Cherokee Street from Chicopee to Tower Road to three lanes and continuing on Church Street to Church Street Extension to include streetscape enhancements where practical	$4,500,000.00
Kennesaw Avenue Streetscape Improvement	$500,000.00
North Marietta Parkway Improvements - Sidewalk, trail, streetscape, intersection and limited median improvements ($2.1Million from grants)	$900,000.00
Neighborhood Traffic Studies - Study cut through traffic and improvements for pedestrian safety in neighborhoods	$100,000.00
Roswell Street Four Lane Improvement - completion of four lane improvement	$700,000.00
Roswell Street Improvement - Continuation of 4 lane improvements	$1,500,000.00
Whitlock Drive and Hillcrest Drive Intersection Improvement - replace existing three-way island with roundabouts	$750,000.00
General Gateway Improvements - Citywide	$900,000.00
Water System Infrastructure Improvements - Citywide	$500,000.00
Administrative Program Expenses	$2,476,254.80
City of Marietta Total Cost	$56,558,863.00
Total City Allocation	*$56,558,863.21*

TIER 1 City of Marietta Projects	Estimated Project Cost
Joint Project with County - Skatepark and Other Sports Facilities	$1,000,000.00
Joint Project with County - Bellemeade Bridge Replacement	$1,000,000.00
Kennesaw Avenue Streetscape Improvement	$1,000,000.00
City of Marietta with Joint Funds	$59,558,863.00

TIER 2 City of Marietta Projects (to be completed if funding becomes available)	Estimated Project Cost
Sidewalk/ Trail Construction - Citywide	$3,125,000.00
Street Resurfacing - Citywide	$6,600,000.00
Traffic System Upgrades (ATMS) - Citywide	$1,375,000.00
Bridge Rehabilitation - Citywide	$250,000.00
General Streets & Drainage Improvements - Citywide	$2,000,000.00
Sign Reflectivity - Citywide	$225,000.00
Street Marking and Reflectivity - Citywide	$225,000.00
City Park additions/ upgrades/ greenspace/pocket parks - Citywide	$1,000,000.00
Ward 1 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 2 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 3 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 4 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 5 - Sidewalks/streets/Traffic Calming Improvements	$500,000.00
Ward 6 - Merritt Road Trail and Sidewalks/ Streets/ Traffic Calming Improvements	$500,000.00
Ward 7 - Blanche Drive Underpass Area Improvements and Sidewalks/ Streets/ Traffic Calming Improvements	$500,000.00
Park Playground Equipment Replacement - Laurel and Whitaker	$300,000.00
Trail Resurfacing - Laurel, Whitaker, Tumlin and Merritt	$245,100.00
Tennis Court Renovations	$360,000.00
City Club Golf Course and Bldg. Renovations - replace irrigation system, irrigation pump station, replace fuel tanks and wash pads, level and regrass tees, dredge and shape ponds, renovate bunkers, rebuild proactive tees, root prune tree lined fairways, replace clubhouse windows and exterior doors, and upgrade maintenance facility	$2,605,000.00
Church Street/ Tower Road Intersection Improvement - expanding from two to three left turn lanes from Tower onto Church and includes removing retaining wall if possible	$2,100,000.00
Lawrence Street East Sidewalk Improvements - Fairground to Washington	$225,000.00
Lawrence Street West Sidewalk Improvements - Fairground to Cole	$600,000.00
Mountain to River East Dixie Trail - Atlanta Road to Manget - Construction of 10' trail on East Dixie to connect gap in trail to Mountain to River to Rottenwood	$1,100,000.00
Mountain to River West Dixie Trail - Gramling Street - Continuation of Mountain to River Trail from Cemetery Trail segment to Gramling Street Trail Segment	$500,000.00
Polk Street Trail - Burnt Hickory Road to Railroad Tracks - Construction of 10' trail on south side of roadway and narrow roadway to 24' to back of curb ($1.7 million from grants)	$1,700,000.00
Rottenwood Trail Phase 1 - Alumni Drive to Franklin Gateway - Multiuse trail from Alumni Drive at South Cobb Drive to Franklin Gateway at FGSC ($200,000 from Grants)	$1,750,000.00
City of Marietta Total Cost	$29,785,100.00

Powder Springs

TIER 1 City of Powder Springs Projects	Estimated Project Cost
Public Safety - Replacement Vehicles; mobile and body cameras; radio upgrades	$1,000,000.00
Austell Powder Springs Road Trail	$500,000.00
Downtown parking/ road improvements	$1,500,000.00
Roadway Safety Improvements (such as dedicated turn lanes, railroad, lighting, roundabouts, intersections, etc.)	$2,150,000.00
Traffic Signals	$750,000.00
Street Resurfacing - Citywide based on road rating report	$3,600,000.00
Sidewalk and drainage associated with road projects	$1,000,000.00
Parks including linear Park and the redesign of the old side of Powder Springs Park	$2,000,000.00
Facilities upgrades/ renovations/expansion (includes facilities for youth and/or seniors)	$1,803,887.75
City of Powder Springs Total Cost	$14,303,887.75
Total City Allocation	*$14,303,887.75*
Joint Project with County - Downtown Parking/ road improvements	$1,000,000.00
Joint Project with County - Parks including linear Park and the redesign of the old side of Powder Springs Park	$1,000,000.00
Joint Project with County - Facilities upgrades/ renovations/expansion (includes facilities for youth and/or seniors)	$1,000,000.00
City of Powder Springs with Joint Funds	$17,303,887.75

Smyrna

TIER 1 City of Smyrna Projects	Estimated Project Cost
Downtown and South Cobb Drive Improvements - Citywide	$12,270,000.00
Facility Improvements - Citywide	$920,000.00
Environmental Improvements	$460,000.00
Aquatics, Gymnastics, and Family Learning Library	$11,065,237.00
Restrooms at North Cooper Lake Park	$275,000.00
Park Land Acquistition	$1,850,000.00
Splashpad/ Sprayground	$1,380,000.00
Downtown Parking Deck	$3,680,000.00
Cobb Parkway Pedestrian Bridge to the Battery	$3,680,000.00
Resurfacing	$5,530,000.00
Curb and Gutter	$275,000.00
Camp Highland - Complete Bridge Replacement	$1,500,000.00
Sidewalks/ Trails/ Greenways/ Beautification	$4,600,000.00
Traffic Calming	$1,105,000.00
Public Safety - 800 MHz Radio Replacement	$2,030,000.00
Fire Department - Small Equipment	$275,000.00
East West Connector Roadway Safety Improvements	$920,000.00
Windy Hill Parkway Improvements	$230,000.00
Conversion of Sports lighting to LED on all sports fields/ courts	$700,000.00
City of Smyrna Total Cost	$52,745,237.00
Total City Allocation	*$52,745,237.26*
Joint Project with County - East West Connector Roadway Safety Improvements	$1,250,000.00
Joint Project with County - Windy Hill Pkwy Improvements	$1,000,000.00
Joint Project with County - Conversion of Sports lighting to LED on all sports fields/ courts	$750,000.00
City of Smyrna with Joint Funds	$55,745,237.00

EXHIBIT B

Cobb County 2022 SPLOST			
			6 Years
SPLOST Collections			$ 750,000,000.00
County-wide Projects			$ 46,000,000.00
Amount Available for County / City Split			$ 704,000,000.00
Allocated			
Cities (26.013%)			$ 183,132,178.13
County (73.987%)			$ 520,867,821.87
Total SPLOST Allocated Dollars			$ 704,000,000.00
Cities Population (2018 Population Estimate US Census Bureau)			
	Population	% Total	6 Years
Acworth	22,642	2.992%	$ 21,060,516.74
Austell	7,180	0.949%	$ 6,678,496.17
Kennesaw	34,172	4.515%	$ 31,785,177.01
Marietta	60,806	8.034%	$ 56,558,863.21
Powder Springs	15,378	2.032%	$ 14,303,887.75
Smyrna	56,706	7.492%	$ 52,745,237.26
Total Municipal Population	196,884	26.013%	$ 183,132,178.13

EXHIBIT C - NOTICES

COBB COUNTY, GEORGIA

To:

Michael H. Boyce, Chairman
Cobb County Board of Commissioners
100 Cherokee Street
Suite 300
Marietta, Georgia 30090

With Copies to:

Dr. Jackie McMorris, County Manager 100 Cherokee Street
Suite 300
Marietta, Georgia 30090

County Attorney's Office
100 Cherokee Street
Suite 350
Marietta, Georgia 30090

CITY OF ACWORTH

To:

Tommy Allegood, Mayor
City of Acworth
City Hall
4415 Senator Russell Avenue
Acworth, Georgia 30101

With Copies to:

Brian Bulthuis
City Manager
City of Acworth
City Hall
4415 Senator Russell Avenue
Acworth, Georgia 30101

City Attorney
Douglas Haynie, Esq.
Haynie Litchfield & White
222 Washington Avenue, NE
Marietta, Georgia 30060

EXHIBIT C - NOTICES

CITY OF AUSTELL

To:

Ollie Clemens, Jr., Mayor
City of Austell
Austell Threadmill Complex
Suite 137
5000 Austell-Powder Springs Road
Austell, Georgia 30106

With Copies to:

Randy L. Bowens
Director Of Public Works
City of Austell
Austell Threadmill Complex
Suite 101
5000 Austell-Powder Springs Road
Austell, Georgia 30106

City Attorney
M. Scott Kimbrough, Esq.
Dupree, Kimbrough & Carl, LLP
49 Green Street SE
Marietta, Georgia 30060

CITY OF KENNESAW

To:

Derek Easterling, Mayor
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

With Copies to:

Jeff Drobney
City Manager
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

City Attorney
R. Randall Bentley, Sr., Esq.
Bentley Law
241 Washington Avenue, NE
Marietta, GA 30060

EXHIBIT C - NOTICES

CITY OF MARIETTA

To:

Steve Tumlin, Mayor
City of Marietta
P.O. Box 3536
Marietta, GA 30061

With Copies to:

William F. Bruton, Jr.
City Manager
City of Marietta
P.O. Box 3536
Marietta, GA 30061

City Attorney
Douglas Haynie, Esq.
Haynie, Litchfield & White, PC
222 Washington Avenue
Marietta, GA 30060

CITY OF POWDER SPRINGS

To:

Al Thurman, Mayor
City of Powder Springs
City Hall
P.O. Box 46
Powder Springs, GA 30127

With Copies to:

Pam Conner
City Manager
City of Powder Springs
City Hall
P. 0. Box 46
Powder Springs, GA 30127

City Attorney
David Hammock, Esq.
Gregory, Doyle, Calhoun and Rogers, LLC
49 Atlanta Street, S.E.
Marietta, GA 30060

EXHIBIT C - NOTICES

CITY OF SMYRNA

To:

Derek Norton, Mayor
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

With Copies to:

Tammi Sadler Jones
City Administrator
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

City Attorney
Scott Cochran, Esq.
Cochran & Edwards
2950 Atlanta Road, SE
Smyrna, GA 30080

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of 2016 SPLOST reallocation for Recreation Center.
Agenda Comments:	The preliminary construction budget for Phase 1 of the Recreation Center, based on estimates provided by the CMR, is approximately $7,000,000. In an effort to move forward with the project as currently designed the recommendation is to reallocate 2016 SPLOST funds from the following 2016 SPLOST accounts to 310.4228.54.1504 Recreation Center: 1) Dallas Watts project is complete and has $76,000 remaining; 2) Purchase of police vehicles is complete and has $15,000 remaining; 3) City set aside $1,771,000 for the acquisition of property if needed for the Recreation Center -- since the facility will be located in Adams Park these funds can be reallocated for construction and site development. Parks and Recreation Director and Assistant City Manager recommend approval.
Funding Line(s)	310.4228.54.1495 Dallas/Watts Drive Improvements $76,000 310.4228.54.1500 Police Vehicles $15,000 310.4228.54.1493 Property Acquisition $1,771,000

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Consideration for approval of a Beer, Wine and Liquor Package License for Barrett's Wine and Spirits, LLC located at 1635 Old 41 Highway, Suite 110, Kennesaw, GA 30152. Applicant: Sarantsatsral Keeler
Agenda Comments:	The applicant has completed the required alcohol workshop as per Sec. 6-69. Current application and background check results are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. The application stated the applicant had not been arrested, pled guilty or been convicted of any criminal charge. The background check results did not agree with that response on the application. Per Sec. 6-66, any material omission, or untrue or misleading information contained in or left out of an original, renewal or transfer application for any license issued under this chapter shall be unlawful, and shall be the cause for the denial. Finance Director recommends denial.
Funding Line(s)	100.0000.32.1100 Application Fee $350.00

ATTACHMENTS:

Description	Upload Date	Type
Application	6/23/2020	Backup Material

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):
- ☑ Liquor
- ☑ Beer
- ☑ Wine
- ☐ Growler
- ☐ Sunday Sales

License Type (Choose one):
- o Manufacturer
- o Wholesaler
- ✓ Retail Package
- o Retail Pouring

Type of Establishment (Choose one):
- o Restaurant
- o Night Club
- o Grocery Store
- o Lounge
- o Private Club
- o Bottle House
- o Convenience Store
- o Indoor Entertainment Hall
- o Hotel/Motel
- ✓ Package Store

Business Type (Choose one):
- o Sole Proprietor
- o Corporation
- ✓ LLC
- o Partnership
- o LLP

Please fill out the below information:

1. Full name of business: Barrett's Wine & Spirits LLC
   Doing Business As (DBA):
   Anticipated start date of business: 6/5/2020.

2. Business location: 1635 old 41 Highway NW #110 Kennesaw, GA 30152
   Email address: jarkhaa28@yahoo.com
   Phone Number: 770-549-6547
   Mailing address: 1635 old 41 Highway NW #110 Kennesaw, GA 30152.

3. Do you have a certified survey of the location of the property? yes.

Does the certified survey indicate that the business is within the designated distance of the following:

a.	Private residence	300 feet radius	✓ Yes	No
b.	School or college	600 feet radius	Yes	✓ No
c.	Church	600 feet radius	Yes	✓ No
d.	Public building	600 feet radius	Yes	✓ No
e.	Hospital	600 feet radius	Yes	✓ No
f.	Public park	600 feet radius	Yes	✓ No
g.	Day care center*	600 feet radius	Yes	✓ No
h.	Alcohol or drug treatment center	600 feet radius	Yes	✓ No

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

a.	School or college	300 feet radius	_ Yes	✓ No
b.	Church	300 feet radius	_ Yes	✓ No
c.	Day care center*	300 feet radius	_ Yes	✓ No
d.	Alcohol or drug treatment center	300 feet radius	_ Yes	✓ No

Package Sales Only (Beer or Wine):

a.	School or college	300 feet radius	Yes	✓ No
b.	Alcohol or drug treatment center	300 feet radius	Yes	✓ No

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:
   - Number of pool tables: _____
   - Number of video game machines: _____
   - Size of dance floor: _____
   - Amount of cover charge: _____
   - Will the location have a DJ, and if so, number of times per week: N/A

5. How many square feet are the following:
   - a. Dining are: _____
   - b. Bar area: N/A
   - c. % of total dining space that is a bar area: _____

Is this location new construction or pre-existing? pre-existing

How is the proposed location zoned? Beverage. NRC

==========

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member _____

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member _____

==========

<u>If Partnership or LLP:</u>

6. Partnership of LLP Name: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Attach additional sheets if needed

If Corporation or LLC:

7. Corporation or LLC Name: Barrett's Wine & Spirit's, LLC

President/Member: Sarah Beth Keller
Email Address: jayhoe280@yahoo.com
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth: [redacted] 1979
% of Ownership: 100%

Home Address: 1681 Beaumont dr
Kennesaw, GA
City: Kennesaw
State: GA
ZIP: 30152

VP/Member:
Email Address:
Phone Number:
Social Security #:
Date of Birth:
% of Ownership:

Home Address:
City:
State:
ZIP:

Secretary/Member:
Email Address:
Phone Number:
Social Security #:
Date of Birth:
% of Ownership:

Home Address:
City:
State:
ZIP:

Treasurer/Member:
Email Address:
Phone Number:
Social Security #:
Date of Birth:
% of Ownership:

Home Address:
City:
State:
ZIP:

Attach additional sheets if needed

If the business listed in questions 6 or 7 *is owned by another firm or corporation,* provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
N/A				

10. Is the licensee or any owner listed in questions 6 – 9 *currently holding an interest or ever been associated with any alcoholic beverage establishment?* If yes, list below.

Licensee/Owner Name	Business Name	Address

11. List full name and other required information of relatives of the licensee or owners *who have or have had any license or any financial or ownership interest in any alcoholic beverage business.*

Name/Relationship	Home Address	Business Name/Address

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: Wanda Bueden

Address: 35 Johnson Ferry Rd, Marietta GA 30068.

13. State the total amount of capital funds to be invested in this business.

$ [redacted]

14. State the amount of personal funds invested by the following:

Licensee/Owner $ [redacted]

Other Owners $ _____

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application.

Name of Lender	Address	Amount	Date	Interest Rate
	N/A			

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
Sameer Kelu	1681 Beaumont dr.	salary

17. Provide the name and address of your CPA or accounting firm:

Name	Address
Cindy Robinson	707 Whitlock ave SW # E20 Marietta, GA - 30064

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes O No ✓

If yes, give full details.

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	___ Yes	✓ No	Convicted	___ Yes	✓ No
Detained	___ Yes	✓ No	Indicted	___ Yes	✓ No
Pled Guilty	___ Yes	✓ No	Pled Nolo Contender	___ Yes	✓ No
On Probation	___ Yes	✓ No	Any Pending Criminal Charge	___ Yes	✓ No

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business citied, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

Manager myself will be taking training class on 5/26/2020 how to sell liquor and check everyone ID's

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

N/A

certificate and training hours written.

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ✓ No O

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ✓ No O

25. What procedures do you have in place to ensure that alcoholic beverages are not sold to underage person (s) or any other violation of the City of Kennesaw Code of Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation as their usage.

All employees and myself will trained and will get certified for selling liquor. Everyone make sure check ID before sell any liquor.

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

POS.

27. Estimated gross receipts from this location for the remaining calendar year: $ [redacted]

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary
4/2010 - current	Langhand/Lam	Kennesaw	GA	owner

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
4/1/2010.	34 Jiles Rd.	Kennesaw.	GA 30152
9/15/2012	2585 Thoroughbred way,	Dewalt	GA 30101
9/20/2016	1681 Beaumont DR	Kennesaw	GA 30152

KENNESAW, GEORGIA
COBB COUNTY

I, Sarannsatspal Keeler being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Signature of Applicant

N/A
Signature of Spouse of Applicant

Sworn to and subscribed before me this
19th day of May, 2020

Dena L. Whitmore
Notary Public

DENA L. WHITMORE NOTARY PUBLIC EXPIRES GEORGIA August 23, 2023 COBB COUNTY

N/A
Signature and title of person other than applicant filing out this application

Phone Number

Application received in Business License Office:
Date: 05/19/20
Received By: DL

Application to be heard by Mayor & Council
Date & Time: July 06

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Suranta Satsbal Keller
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: _____
   b. Cell: [redacted]
   c. Home: _____

3. Home Address: 1681 Beaumont dr, Kennesaw, GA
4. Business Address: 1035 Old 41 Highway NW #110

5. Please fill out the following:
   Age: 41 Sex: F Height: 4.9 Color of Hair: Brown
   Race: Asian Weight: 128 Color of Eyes: Brown

6. Social Security #: [redacted]
7. Place of Birth: Mongolia Date of Birth: [redacted] 1979
   U.S. Citizen: ✓ ○ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: _____
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: _____
   and submit copy of I-551 card
   Derived Parents Certificate #'s: _____
   Date & Port of Entry: _____

8. How long have you resided in the City of Kennesaw or Cobb County? 10 year.
9. Number of years at this present address? 4 year.

10. Are you (Choose one): ○ Single ✓ Married ○ Widowed ○ Divorced
    ~~Separated~~ not live together.

11. If married, complete the following information on spouse.
    Full Name of Spouse: Kevin Jones
    Social Security #: [redacted] Spouse's Maiden Name: N/A
    Place of Birth: [redacted] 1982 Date of Birth: [redacted]
    Place of Marriage: Florida Date of Marriage: 8.25

Name of spouse's employer: Kevin Jones

Address of employer: Lanyon and Clem. 3030 COBB pkwy NW

U.S. Citizen: ✓ ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: _____

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: _____

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Ayden Keeler	1681 Beaumont dr	[redacted]	Mongolia

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	N/A	
Siblings:	N/A	
In-Laws:	N/A	

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

NO

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

NO

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
1996		1999	UB	Morgb L.			Bachelor

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Sarah Isabeau Keeler
Social Security #: [redacted]
Residence Address: 1681 Beaumont Cir
City/State/Zip: Kennesaw, GA 30152
Residence Phone: [redacted]

Date of Birth: [redacted] 1979
Name of Spouse: Kevin Jones
Business/Organization: Barrett's Wine & Spirit LLC
Business Phone:
Partner/Officer in any other business? ☑ Yes ○ No

Assets	
Cash on hand in banks	[redacted]
Accounts Receivable	
Stocks & Bonds	
Real Estate	
Cash value of Life Insurance	
Automobiles	
Deposit Accounts	
Credit w/ Financial Institutions	
Other Assets (Itemize)	
Total Assets	

Liabilities	
Notes payable to banks - Secured	[redacted]
Notes payable to banks - Unsecured	
Accounts Payable	
Unpaid Taxes	
Mortgage on Real Estate	
Other Debts (itemize)	
Total Liabilities	
Net Worth	
Total Liabilities & Net Worth	[redacted]

Source of Annual Income	[redacted]	Salary	[redacted]
Bonus & Commissions		Dividends	
Alimony, Child Support, or Separate Income			
Itemize all loan sources & Interest			
Other Income (Itemize)			
Total Income			

Unsatisfied judgments or lawsuits pending? ○ Yes ☑ No
Are any income tax returns made by you for prior years being contested? ○ Yes ☑ No
If so, what do you estimate as the additional amount you may be required to pay? _____
Are any assets pledged or joint names other than as described above? ○ Yes ☑ No
Have you ever been declared bankrupt? ○ Yes ☑ No
Do you have a will? ☑ Yes ○ No
Who is named as your executor?

Beneficiary: Ayden Keeler
Executor: Sara White

As of _____ **20**_____

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

BUSINESS LICENSE CONSENT FORM

Please choose one: ☑ **NEW** ○ **RENEWAL**

I Saransatsral Keeler, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

- ☑ **Alcohol License**
- ○ **Bail Bond License**
- ○ **Taxi Cab License**
- ○ **Massage Therapist License**
- ○ **Pawn Shop License**
- ○ **Precious Metal**

Barrett's Wine & Spirits, LLC
NAME OF ESTABLISHMENT

Kennesaw
LOCATION

SARANTSATSRAL KEELER
FULL NAME (PLEASE PRINT)

1635 Old 41 Hwy NW #110
ADDRESS

[redacted]
TELEPHONE NUMBER

F
SEX

A
RACE

[redacted]
DOB

[redacted]
SOCIAL SECURITY NO.

SIGNATURE OF APPLICANT

5.19.2020
DATE

Dena L. Whitmore
NOTARY

DENA L. WHITMORE NOTARY EXPIRES GEORGIA August 23, 2023 PUBLIC COBB COUNTY

Aug. 23, 2020
COMMISSION DATE

ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.

Official Use Only:

GCIC Operator number: CM *Business License Clerk:* _____

Approved: AJH *Denied:* _____

Reviewed by Police Chief /Deputy Chief or Designee: Lt. A. Hamlin

Certified City of Ethics

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

BUSINESS LICENSE CONSENT FORM

Please choose one: ☒ **NEW** ○ **RENEWAL**

I Kevin Jones, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

☒ **Alcohol License** ○ **Massage Therapist License**
○ **Bail Bond License** ○ **Pawn Shop License**
○ **Taxi Cab License** ○ **Precious Metal**

Barrett's ~~Monte Cristo~~ - Beer, Wine + Liquor
NAME OF ESTABLISHMENT

Kennesaw GA
LOCATION

Kevin William Jones
FULL NAME (PLEASE PRINT)

1681 Beaumont Dr. NW Kennesaw GA 30152
ADDRESS

[redacted]
TELEPHONE NUMBER

M
SEX

Asian
RACE

[redacted]
DOB

[redacted]
SOCIAL SECURITY NO.

SIGNATURE OF APPLICANT

5-27-20
DATE

NOTARY

Joshua Steele
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG270743
Expires 11/23/2022

11/23/2022
COMMISSION DATE

ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.

Official Use Only:

GCIC Operator number: CM *Business License Clerk:* Dereh La

Approved: ✓ *Denied:* _____

Reviewed by Police Chief /Deputy Chief or Designee: Lt. A. Hanline

No History
Georgia Only
1259 6.4.20 CM

Georgia

DRIVER'S LICENSE

DL NO. [redacted] DOB [redacted] 1979
CLASS C EXP [redacted]
SARANTSATSRAL
KEELER

2585 THORNGATE WAY
ACWORTH, GA 30101-8837
COBB
Restrictions A End NONE
Iss 01/15/2016

Sex F Eyes BRO
Hgt 5'-01" Wgt 115 lb

DD [redacted]

Control Number : 20071968

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Barrett's Wine & Spirits, LLC.
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/13/2020** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

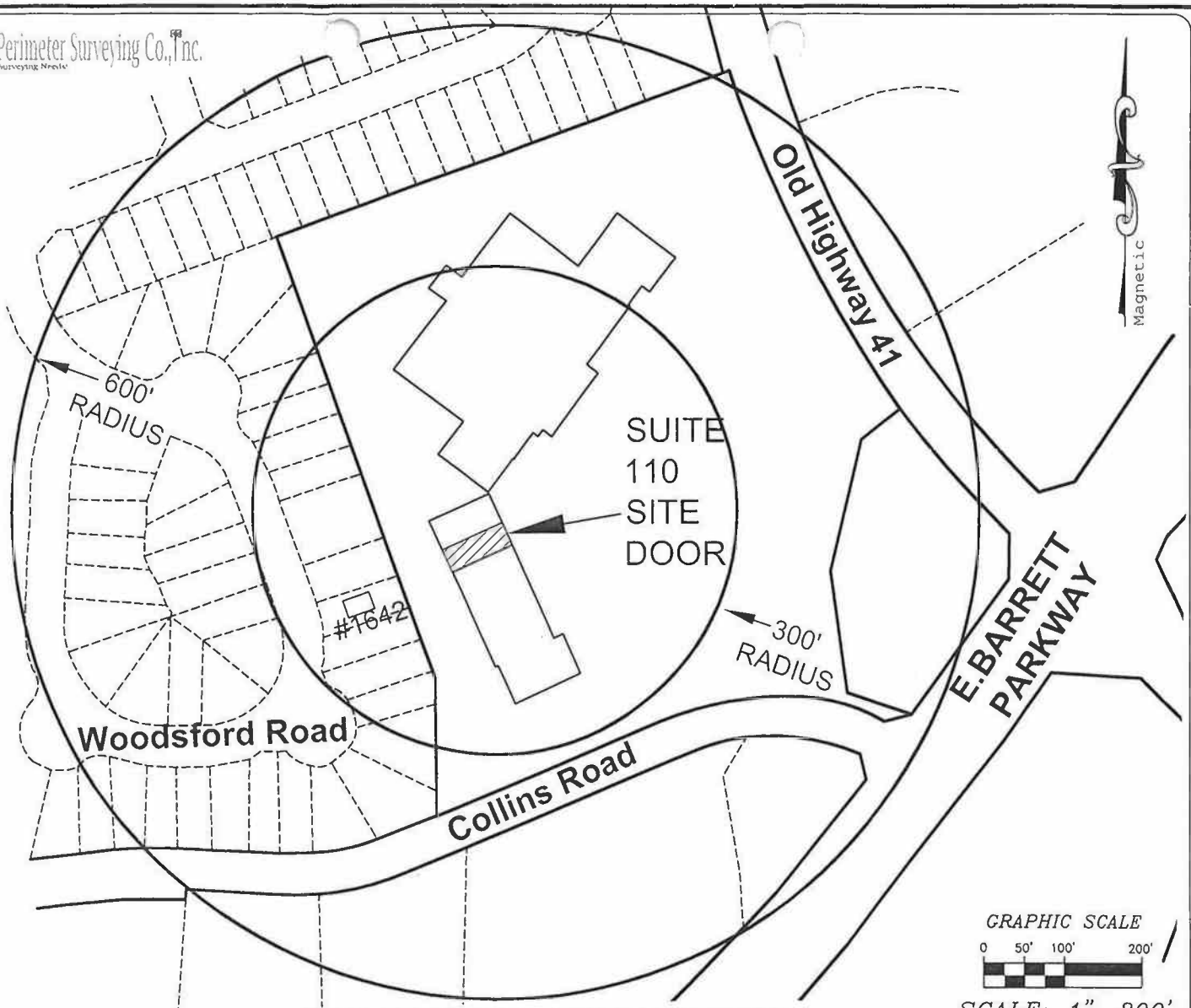
WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **05/19/2020**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

MONTE CRISTO
BEER • WINE • LIQUOR
PLAY HERE
PLAY HERE

Perimeter Surveying Co., Inc.
All Your Surveying Needs



SCALE: 1" =200'

NOTE: THIS IS NOT A BOUNDARY SURVEY

Selling on the Premises - Wine and Malt Beverages

Nearest Private Residence 219.45' to 1642 Woodsford Road (Zoned Residential)
Nearest Church Property Line - 600'+ to Riverstone Church @ 2005 Stilesboro Rd NW
Nearest Public Library - 600'+ to Kennesaw Branch Library @ 2250 Lewis St, Kennesaw
Nearest School Property Line - 600'+ to Foundations For The Future @ 1500 Stanley Rd NW, Kennesaw
Nearest Hospital - 600'+ to WellStar Kennestone Hospital @ 677 Church St NE, Marietta
Nearest Public Park - 600'+ to Kennesaw Mountain National Battlefield.
Nearest Alcohol Treatment Center 600+ to Treatment Center Of Kennesaw @ 118 Old 41 Hwy NW,
Nearest Daycare 600+ to Foundations For The Future @ 1500 Stanley Rd NW, Kennesaw

GEORGIA REGISTERED No 2104 12/28/17 LAND SURVEYOR KENNETH L. NUTT

Job #: **015017** 1635 Old Hwy 41

TAX ID: 20021200490
SUITE 110
1635 Old Hwy 41
Land Lot 212, 20th District 2nd Section
City of Kennesaw, Cobb County, Ga 30152

Alcoholic Beverage Permit Exhibit for:
La Pineda LLC
d/b/a/
Monte Cristo

Perimeter Surveying Co., Inc.
1065 Sandtown Road, SW, Marietta, GA 30008
Phone: (770)425-6824 | Fax: (770)425-6768 | kencoper@aol.com
Kenneth L. Nutt, Ga., R.L.S. #2104, COA# LSF001223

Party Chief: KN
Date Surveyed: 12/28/17
Date Drawn: 12/28/17

Computed by: JF
Drawn by: JF
Checked by: KN

Training Institute for Responsible Vendors, Inc.

certifies that

Sarantsatsral Keeler

has successfully completed training in our RASS Workshop thus entitling them to all the rights and privileges appertaining thereto .

In witness thereof the undersigned have affixed their names this 26th day of May, 2020

Seal

President

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of RESOLUTION to award contract for Kennesaw Recreation Center – Phase I SPLOST Project to Gay Construction Company.
Agenda Comments:	A Request for Qualifications was advertised in the Marietta Daily Journal for a Construction Manager at Risk (CMAR) for Pre-Construction and Construction Services for the Kennesaw Recreation Center – Phase I. Thirteen qualifications packages were received and opened on December 06, 2019. The thirteen packages were reviewed and ranked by a Selection Committee and the four highest scoring firms were contacted for interviews with the Selection Committee. Based on the evaluation results of the Selection Committee, the Parks & Recreation Director and Croy Engineering recommends award of the contract to Gay Construction Company for a price o f $7,009,984.00 and for the Mayor to sign the attached resolution and contract.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/26/2020	Resolution
Attachment A	6/26/2020	Exhibit
Contract	6/26/2020	Contract/Agreement
Contract- General Conditions	6/26/2020	Contract/Agreement
Contract - Exhibit A	6/26/2020	Contract/Agreement
Croy Recommendation Letter	6/26/2020	Contract/Agreement

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2020-___, 2020

RESOLUTION TO AWARD A CONTRACT WITH GAY CONSTRUCTION COMPANY FOR THE KENNESAW RECREATION CENTER – PHASE I

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

WHEREAS, the City desires to engage a qualified and experienced Contractor to serve as the Construction Manager at Risk (CMAR) for the Kennesaw Recreation Center – Phase I; and

WHEREAS, Gay Construction Company has represented to the City they are experienced and qualified to perform those services; and

WHEREAS, Gay Construction Company has offered to provide the required CMAR services for an amount of $7,009,984.00

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Gay Construction Company to perform described work as shown as Attachment A.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of July, 2020.

ATTEST: CITY OF KENNESAW

_____ _____

Lea Addington, City Clerk Derek Easterling, Mayor

WHEN EXPERIENCE MATTERS

Kennesaw Rec Center - Phase 1
6-15-2020

	Division	Labor	Material	Subcontractor	Equipment	Total
1	General Conditions	-	-	475,302	-	475,302
1.1	Project Requirements	-	99,640	188,262	-	287,902
2	Existing Conditions	-	-	-	-	-
3	Concrete	-	795	328,192	-	328,987
4	Masonry	2,520	742	212,800	-	216,062
5	Metals	-	-	838,540	-	838,540
6	Wood, Plastics, and Composites	109,519	36,202	40,725	-	186,446
7	Thermal and Moisture Protection	-	-	1,133,188	-	1,133,188
8	Openings	1,344	901	288,769	-	291,014
9	Finishes	-	-	648,871	-	648,871
10	Specialties	896	2,942	108,646	-	112,484
11	Equipment	-	-	118,309	-	118,309
12	Furnishings	-	-	1,260	-	1,260
13	Special Construction	-	-	-	-	-
14	Conveying Equipment	-	-	3,500	-	3,500
21	Fire Suppression	-	-	47,140	-	47,140
22	Plumbing	-	-	197,808	-	197,808
23	Heating, Ventilation & Air Conditioning	-	-	226,964	-	226,964
26	Electrical / Fire Alarm	-	-	538,541	-	538,541
27	Communications	-	-	-	-	-
28	Electronic Safety & Security	-	-	-	-	-
31	Earthwork	-	636	377,452	-	378,088
32	Exterior Improvements	-	-	263,535	34,224	297,759
33	Utilities	-	-	-	-	-
	TOTALS	**114,279**	**141,857**	**6,037,804**	**34,224**	**6,328,164**

BURDEN:

Labor	**40.00%**
Material Sales Tax	**6.00%**
General Liability Insurance	**0.00%**
Equipment	**2.00%**
Contingency	**6.00%**
Fee	**4.50%**

Building Permit - not included	**$0**
Business License	**$250**
P & P Bond	**Incl with GCs**
Sub Bonds Premium	**With Cost of Work**
Builder's Risk Premium	**Incl with GCs**
Special/Other Insurance Premiu	**CGL with GCs**
Subtotal	**$6,328,414**
Contingency	**$379,705**
Fee	**$301,865**
Total	**$7,009,984**

Preconstruction	**$0**

Grand Total	**$7,009,984**

WHEN EXPERIENCE MATTERS

DIVISION 1

General Conditions

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
General Conditions per RFP	1	LS			$475,302.00		$0.00	$0.00	$475,302.00	$0.00	**$475,302.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$475,302.00**	**$0.00**	**$475,302.00**

DIVISION 1.1

Project Requirements

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Project Sign	1	LS			$1,000.00		$0.00	$0.00	$1,000.00	$0.00	**$1,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Storage Container	12	MO		$650.00			$0.00	$8,268.00	$0.00	$0.00	**$8,268.00**
Small Tools	12	MO		$1,000.00			$0.00	$12,720.00	$0.00	$0.00	**$12,720.00**
Equipment Rental - Skidsteer	12	MO		$2,800.00			$0.00	$35,616.00	$0.00	$0.00	**$35,616.00**
Equipment Rental - Lull	8	MO		$4,000.00			$0.00	$33,920.00	$0.00	$0.00	**$33,920.00**
Safety Supervisor	52	WK			$250.00		$0.00	$0.00	$13,000.00	$0.00	**$13,000.00**
Temporary Hand Wash Stations	1	LS		$3,500.00			$0.00	$3,710.00	$0.00	$0.00	**$3,710.00**
OSHA Requirements	1	LS		$500.00			$0.00	$530.00	$0.00	$0.00	**$530.00**
First Aid Supplies	1	LS		$500.00			$0.00	$530.00	$0.00	$0.00	**$530.00**
Temporary Fire Extinguishers	9	EA		$100.00			$0.00	$954.00	$0.00	$0.00	**$954.00**
Hard Hats	1	LS		$100.00			$0.00	$106.00	$0.00	$0.00	**$106.00**
Temporary Fencing	1,800	LF			$7.00		$0.00	$0.00	$12,600.00	$0.00	**$12,600.00**
Temporary Gates	2	EA			$500.00		$0.00	$0.00	$1,000.00	$0.00	**$1,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Ice, Cups & Water	50	WK		$10.00			$0.00	$530.00	$0.00	$0.00	**$530.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Street Cleaning	12	MO			$500.00		$0.00	$0.00	$6,000.00	$0.00	**$6,000.00**
NPDES Monitoring - by owner							$0.00	$0.00	$0.00	$0.00	**$0.00**
Materials Testing - by owner							$0.00	$0.00	$0.00	$0.00	**$0.00**
Special Inspections - by owner							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Daily Clean	52	WK		$50.00	$1,050.00		$0.00	$2,756.00	$54,600.00	$0.00	**$57,356.00**
Dumpster	52	WK			$750.00		$0.00	$0.00	$39,000.00	$0.00	**$39,000.00**
Final Clean	25,480	SF			$0.30		$0.00	$0.00	$7,644.00	$0.00	**$7,644.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Temporary stone for site management	1	LS			$28,000.00		$0.00	$0.00	$28,000.00	$0.00	**$28,000.00**
Erosion Control Maintenance	45	WK			$200.00		$0.00	$0.00	$9,000.00	$0.00	**$9,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Temporary Opening Protection	1	LS			$5,000.00		$0.00	$0.00	$5,000.00	$0.00	**$5,000.00**
Temporary Weather Protection	1	LS			$2,500.00		$0.00	$0.00	$2,500.00	$0.00	**$2,500.00**
Temporary Protection of Finishes	25,480	SF			$0.35		$0.00	$0.00	$8,918.00	$0.00	**$8,918.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$99,640.00**	**$188,262.00**	**$0.00**	**$287,902.00**

DIVISION 2

Existing Conditions

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Site Demolition - Division 31							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

DIVISION 3

Concrete

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Building Concrete	1	LS			**$287,292.00**		$0.00	$0.00	$287,292.00	$0.00	**$287,292.00**
Footing and turn down excavation							$0.00	$0.00	$0.00	$0.00	**$0.00**
Remove and dispose of excavation spoils							$0.00	$0.00	$0.00	$0.00	**$0.00**
SOG on 4" stone base							$0.00	$0.00	$0.00	$0.00	**$0.00**
Vapor retarder							$0.00	$0.00	$0.00	$0.00	**$0.00**
Rebar & WWF							$0.00	$0.00	$0.00	$0.00	**$0.00**
Waterstop @ elevator pit							$0.00	$0.00	$0.00	$0.00	**$0.00**
Place and finish SOG							$0.00	$0.00	$0.00	$0.00	**$0.00**
Place and finish slab concrete on metal deck @ walking track							$0.00	$0.00	$0.00	$0.00	**$0.00**
Place and finish concrete at roof deck 9/S-401 & 2/S-504							$0.00	$0.00	$0.00	$0.00	**$0.00**
Elevator pit footings, walls & bottom							$0.00	$0.00	$0.00	$0.00	**$0.00**
Concrete fill @ exterior pan stair							$0.00	$0.00	$0.00	$0.00	**$0.00**
Concrete fill @ interior pan stair							$0.00	$0.00	$0.00	$0.00	**$0.00**
Grout steel column base plates							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Haul & dispose spoils	388	CY			$50.00		$0.00	$0.00	$19,400.00	$0.00	**$19,400.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Layout & Field Engineering	5	WK		$150.00	$1,200.00		$0.00	$795.00	$6,000.00	$0.00	**$6,795.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Soil Treatment	1	LS			$1,500.00		$0.00	$0.00	$1,500.00	$0.00	**$1,500.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Allowance for cold weather protection	1	LS			$14,000.00		$0.00	$0.00	$14,000.00	$0.00	**$14,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$795.00**	**$328,192.00**	**$0.00**	**$328,987.00**

DIVISION 4

Masonry

Kennesaw Rec Center - Phase 1

6-15-2020

Description		QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
								$0.00	$0.00	$0.00	$0.00	**$0.00**
Masonry		1	LS			$212,800.00		$0.00	$0.00	$212,800.00	$0.00	**$212,800.00**
Interior								$0.00	$0.00	$0.00	$0.00	**$0.00**
4" CMU @ interior gym wall to 11'-4" high	4,850 sf							$0.00	$0.00	$0.00	$0.00	**$0.00**
8" CMU @ elevator hoistway	1,200 sf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Brick veneer in Lobby A15/A-732								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior								$0.00	$0.00	$0.00	$0.00	**$0.00**
Brick veneer @ exterior elevations	3,732 sf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Rigid insulation								$0.00	$0.00	$0.00	$0.00	**$0.00**
Air barrier (by others)								$0.00	$0.00	$0.00	$0.00	**$0.00**
Masonry anchors								$0.00	$0.00	$0.00	$0.00	**$0.00**
Mortar net								$0.00	$0.00	$0.00	$0.00	**$0.00**
Drainage flashing								$0.00	$0.00	$0.00	$0.00	**$0.00**
Weeps @ 2' O. C.								$0.00	$0.00	$0.00	$0.00	**$0.00**
Grout solid below flashing								$0.00	$0.00	$0.00	$0.00	**$0.00**
Brick head vent per A3/A-318								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
Final cleaning								$0.00	$0.00	$0.00	$0.00	**$0.00**
Protection board @ exposed corners		1	LS	$600.00	$200.00			$840.00	$212.00	$0.00	$0.00	**$1,052.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
Ground cover to protect from mud staining		1	LS	$1,200.00	$500.00			$1,680.00	$530.00	$0.00	$0.00	**$2,210.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
								$0.00	$0.00	$0.00	$0.00	**$0.00**
							SUBTOTALS:	**$2,520.00**	**$742.00**	**$212,800.00**	**$0.00**	**$216,062.00**

DIVISION 5

Metals

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Structural Steel	1	LS			**$822,083.00**		$0.00	$0.00	$822,083.00	$0.00	**$822,083.00**
Columns							$0.00	$0.00	$0.00	$0.00	**$0.00**
Anchor bolts							$0.00	$0.00	$0.00	$0.00	**$0.00**
Beams							$0.00	$0.00	$0.00	$0.00	**$0.00**
Decking							$0.00	$0.00	$0.00	$0.00	**$0.00**
Edge angles @ walking track							$0.00	$0.00	$0.00	$0.00	**$0.00**
Bent plates							$0.00	$0.00	$0.00	$0.00	**$0.00**
Bent plates for masonry 3/S-504							$0.00	$0.00	$0.00	$0.00	**$0.00**
Bar joists							$0.00	$0.00	$0.00	$0.00	**$0.00**
Supports for canopies 16/S-501							$0.00	$0.00	$0.00	$0.00	**$0.00**
Coordinate point loads for basketball goals							$0.00	$0.00	$0.00	$0.00	**$0.00**
Shop Drawings by Registered Structural Engineer							$0.00	$0.00	$0.00	$0.00	**$0.00**
Prime painted metal deck @ walking track	1	LS			$682.00		$0.00	$0.00	$682.00	$0.00	**$682.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Miscellaneous Metals							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior stair & railings to walking track							$0.00	$0.00	$0.00	$0.00	**$0.00**
Interior stair & railings							$0.00	$0.00	$0.00	$0.00	**$0.00**
Engineer's stamped drawings for stairs							$0.00	$0.00	$0.00	$0.00	**$0.00**
Railings @ walking track							$0.00	$0.00	$0.00	$0.00	**$0.00**
Ladder to roof hatch (3 ea)							$0.00	$0.00	$0.00	$0.00	**$0.00**
Roof hatch framing (3 ea)							$0.00	$0.00	$0.00	$0.00	**$0.00**
RTU supports (8 ea)							$0.00	$0.00	$0.00	$0.00	**$0.00**
Vanity supports (2 ea)	2	EA			$1,500.00		$0.00	$0.00	$3,000.00	$0.00	**$3,000.00**
Elevator sill and hoist beam							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Safety Cabling for Running Track	365	LF			$35.00		$0.00	$0.00	$12,775.00	$0.00	**$12,775.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$838,540.00**	**$0.00**	**$838,540.00**

DIVISION 6

Wood, Plastics, and Composites

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Rough Carpentry							$0.00	$0.00	$0.00	$0.00	**$0.00**
Roof nailers							$0.00	$0.00	$0.00	$0.00	**$0.00**
PT 2x6	4,013	LF	$5.00	$2.00			$28,091.00	$8,507.56	$0.00	$0.00	**$36,598.56**
PT 2x8	1,242	LF	$5.00	$2.00			$8,694.00	$2,633.04	$0.00	$0.00	**$11,327.04**
PT 2x10	621	LF	$5.00	$2.50			$4,347.00	$1,645.65	$0.00	$0.00	**$5,992.65**
Parapet sheathing							$0.00	$0.00	$0.00	$0.00	**$0.00**
PT 3/4"x4'x8' plywood	4,944	SF	$1.00	$1.25			$6,921.60	$6,550.80	$0.00	$0.00	**$13,472.40**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Roof top nailers							$0.00	$0.00	$0.00	$0.00	**$0.00**
RTU curbs, exhaust fan curbs & roof hatch							$0.00	$0.00	$0.00	$0.00	**$0.00**
PT 2x6	1,330	LF	$5.00	$2.00			$9,310.00	$2,819.60	$0.00	$0.00	**$12,129.60**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior Elevations							$0.00	$0.00	$0.00	$0.00	**$0.00**
North - windows, ladder, scuppers & conductor heads							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2x6	264	LF	$5.00	$2.00			$1,848.00	$559.68	$0.00	$0.00	**$2,407.68**
South - windows, storefront, canopy & sunshades							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2x6	540	LF	$5.00	$2.00			$3,780.00	$1,144.80	$0.00	$0.00	**$4,924.80**
West - windows, storefront & canopy							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2x6	120	LF	$5.00	$2.00			$840.00	$254.40	$0.00	$0.00	**$1,094.40**
East - storefront, scuppers & canopy							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2x6	70	LF	$5.00				$490.00	$0.00	$0.00	$0.00	**$490.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Interior sheathing for equipment							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 3/4"x4'x8'	1,792	SF	$1.00	$1.50			$2,508.80	$2,849.28	$0.00	$0.00	**$5,358.08**
Sprinkler Riser 118							$0.00	$0.00	$0.00	$0.00	**$0.00**
Electrical 121							$0.00	$0.00	$0.00	$0.00	**$0.00**
Electrical 124							$0.00	$0.00	$0.00	$0.00	**$0.00**
Elevator Equipment 126							$0.00	$0.00	$0.00	$0.00	**$0.00**
Janitor 127							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fitness 114							$0.00	$0.00	$0.00	$0.00	**$0.00**
IT 110							$0.00	$0.00	$0.00	$0.00	**$0.00**
Monitors J9/A-732							$0.00	$0.00	$0.00	$0.00	**$0.00**
TV A20/A20-752							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
In-wall Blocking							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2x4	570		$5.00	$2.00			$3,990.00	$1,208.40	$0.00	$0.00	**$5,198.40**
FT 2x8	1,562		$5.00	$2.00			$10,934.00	$3,311.44	$0.00	$0.00	**$14,245.44**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Blocking @ top of 4" CMU in Gym							$0.00	$0.00	$0.00	$0.00	**$0.00**
FT 2 x 4 double	984	LF	$3.00	$2.00			$4,132.80	$2,086.08	$0.00	$0.00	**$6,218.88**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Temporary step & landing @ Stair 129							$0.00	$0.00	$0.00	$0.00	**$0.00**

FT 2x4	50	LF	$5.00	$2.00			$350.00	$106.00	$0.00	$0.00	**$456.00**
FT 2x8	60	LF	$5.00	$2.00			$420.00	$127.20	$0.00	$0.00	**$547.20**
FT 2x12	50	LF	$5.00	$3.00			$350.00	$159.00	$0.00	$0.00	**$509.00**
FT 3/4"x4'x8' plywood	64	SF	$1.25	$1.75			$112.00	$118.72	$0.00	$0.00	**$230.72**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Miscellaneous blocking and support	8	WK	$2,000.00	$250.00			$22,400.00	$2,120.00	$0.00	$0.00	**$24,520.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Millwork	1	LS			$36,125.00		$0.00	$0.00	$36,125.00	$0.00	**$36,125.00**
Reception Desk A20/A-752							$0.00	$0.00	$0.00	$0.00	**$0.00**
Wood veneer to match wood doors							$0.00	$0.00	$0.00	$0.00	**$0.00**
PL at low desk							$0.00	$0.00	$0.00	$0.00	**$0.00**
Solid Surface top							$0.00	$0.00	$0.00	$0.00	**$0.00**
3/8" stainless steel panel with perforated lettering - Line 10							$0.00	$0.00	$0.00	$0.00	**$0.00**
Break Room 105 G201/A-751							$0.00	$0.00	$0.00	$0.00	**$0.00**
Wall cabinets							$0.00	$0.00	$0.00	$0.00	**$0.00**
Base cabinets							$0.00	$0.00	$0.00	$0.00	**$0.00**
Solid Surface Countertop							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fitness Center 114 K20/A-751							$0.00	$0.00	$0.00	$0.00	**$0.00**
Millwork Cubbies							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Solid Surface @ Window Sills	1	LS			$3,300.00		$0.00	$0.00	$3,300.00	$0.00	**$3,300.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Additional cubbies in Fitness Room	1	LS			$1,300.00		$0.00	$0.00	$1,300.00	$0.00	**$1,300.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$109,519.20**	**$36,201.65**	**$40,725.00**	**$0.00**	**$186,445.85**

WHEN EXPERIENCE MATTERS

DIVISION 7

Thermal and Moisture Protection

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Waterproofing							$0.00	$0.00	$0.00	$0.00	**$0.00**
Elevator pit walls	1	LS			$3,265.00		$0.00	$0.00	$3,265.00	$0.00	**$3,265.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Weather Barrier	1	LS			$42,706.00		$0.00	$0.00	$42,706.00	$0.00	**$42,706.00**
Fire stopping	1	LS			$4,850.00		$0.00	$0.00	$4,850.00	$0.00	**$4,850.00**
Joint Sealants	1	LS			$13,742.00		$0.00	$0.00	$13,742.00	$0.00	**$13,742.00**
Expansion Joint Cover Assemblies - not required							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior Insulation and Finish system	4,091	SF			$8.15		$0.00	$0.00	$33,341.65	$0.00	**$33,341.65**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Metal Wall Panels	1	LS			**$802,722.00**		$0.00	$0.00	$802,722.00	$0.00	**$802,722.00**
Insulated metal wall panel 4A							$0.00	$0.00	$0.00	$0.00	**$0.00**
Insulated metal wall panel 4A							$0.00	$0.00	$0.00	$0.00	**$0.00**
ACM wall panels							$0.00	$0.00	$0.00	$0.00	**$0.00**
CMU aluminum wall cap flashing in Gym							$0.00	$0.00	$0.00	$0.00	**$0.00**
ACM Column Covers (2 each) in Lobby							$0.00	$0.00	$0.00	$0.00	**$0.00**
Misc. Joint sealants	1	LS			$5,000.00		$0.00	$0.00	$5,000.00	$0.00	**$5,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Roofing	1	LS			$227,561.00		$0.00	$0.00	$227,561.00	$0.00	**$227,561.00**
1 layer 4.2" ISO insulation board - mechanically fastened							$0.00	$0.00	$0.00	$0.00	**$0.00**
1 layer 1/4" Dens Deck							$0.00	$0.00	$0.00	$0.00	**$0.00**
.060 TPO fully adhered single ply roof membrane							$0.00	$0.00	$0.00	$0.00	**$0.00**
Flashings							$0.00	$0.00	$0.00	$0.00	**$0.00**
Bilco F40TB roof hatch (3)							$0.00	$0.00	$0.00	$0.00	**$0.00**
Thru wall scuppers							$0.00	$0.00	$0.00	$0.00	**$0.00**
Walk pads							$0.00	$0.00	$0.00	$0.00	**$0.00**
Copings, conductor heads & downpipes							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$1,133,187.65**	**$0.00**	**$1,133,187.65**

DIVISION 8

Openings

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Interior Doors Frames & Finish Hardware	1	LS			$82,508.00		$0.00	$0.00	$82,508.00	$0.00	**$82,508.00**
Hollow Metal Frames							$0.00	$0.00	$0.00	$0.00	**$0.00**
Hollow Metal Doors							$0.00	$0.00	$0.00	$0.00	**$0.00**
Wood Doors							$0.00	$0.00	$0.00	$0.00	**$0.00**
Finish Hardware Package							$0.00	$0.00	$0.00	$0.00	**$0.00**
Installation							$0.00	$0.00	$0.00	$0.00	**$0.00**
Receive & Shakeout	1	LS	$480.00				$672.00	$0.00	$0.00	$0.00	**$672.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Overhead coiling doors - motorized	**1**	**LS**			**$19,950.00**		$0.00	$0.00	$19,950.00	$0.00	**$19,950.00**
Fite Alarm Coordination	1	LS			$1,500.00		$0.00	$0.00	$1,500.00	$0.00	**$1,500.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Access Panel	1	LS	$240.00	$200.00			$336.00	$212.00	$0.00	$0.00	**$548.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Glass, Glazing & Storefront	1	LS			**$184,811.00**		$0.00	$0.00	$184,811.00	$0.00	**$184,811.00**
Interior window units							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior window units							$0.00	$0.00	$0.00	$0.00	**$0.00**
Mirrors in Fitness Areas							$0.00	$0.00	$0.00	$0.00	**$0.00**
Glass lites in interior doors							$0.00	$0.00	$0.00	$0.00	**$0.00**
Storefront Assemblies							$0.00	$0.00	$0.00	$0.00	**$0.00**
Storefront Door Units							$0.00	$0.00	$0.00	$0.00	**$0.00**
Finish Hardware Package for Storefront Door Units							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Post for Access Control	1	EA	$240.00	$650.00			$336.00	$689.00	$0.00	$0.00	**$1,025.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$1,344.00**	**$901.00**	**$288,769.00**	**$0.00**	**$291,014.00**

DIVISION 9

Finishes

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Drywall / Acoustical	1	LS			**$358,535.00**		$0.00	$0.00	$358,535.00	$0.00	**$358,535.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Hard Tile	1	LS			$28,700.00		$0.00	$0.00	$28,700.00	$0.00	**$28,700.00**
Moisture remediation barrier	572	SF			$2.00		$0.00	$0.00	$1,144.00	$0.00	**$1,144.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Flooring	1	LS			$28,520.00		$0.00	$0.00	$28,520.00	$0.00	**$28,520.00**
Moisture remediation barrier	5,000	SF			$2.00		$0.00	$0.00	$10,000.00	$0.00	**$10,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Athletic Flooring	1	LS			$115,800.00		$0.00	$0.00	$115,800.00	$0.00	**$115,800.00**
Fitness #114							$0.00	$0.00	$0.00	$0.00	**$0.00**
Court 1 #115							$0.00	$0.00	$0.00	$0.00	**$0.00**
Court 2 #116							$0.00	$0.00	$0.00	$0.00	**$0.00**
Moisture Barrier Slip Sheet	16,850	SF			$2.50		$0.00	$0.00	$42,125.00	$0.00	**$42,125.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Painting	1	LS			$55,109.00		$0.00	$0.00	$55,109.00	$0.00	**$55,109.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Touch-up Painting	240	EA			$35.00		$0.00	$0.00	$8,400.00	$0.00	**$8,400.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Paint existing 6" curb @ Fire Lane	1	LS			$538.00		$0.00	$0.00	$538.00	$0.00	**$538.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$648,871.00**	**$0.00**	**$648,871.00**

WHEN EXPERIENCE MATTERS

DIVISION 10

Specialties

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Signage	1	LS			$18,995.00		$0.00	$0.00	$18,995.00	$0.00	**$18,995.00**
Reception Desk							$0.00	$0.00	$0.00	$0.00	**$0.00**
Interior Room Signage							$0.00	$0.00	$0.00	$0.00	**$0.00**
Directory							$0.00	$0.00	$0.00	$0.00	**$0.00**
Directional							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stairs							$0.00	$0.00	$0.00	$0.00	**$0.00**
Evacuation Map							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exterior Building Sign							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Toilet Compartments	1	LS			$12,790.00		$0.00	$0.00	$12,790.00	$0.00	**$12,790.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Toilet Accessories	1	LS			$4,021.00		$0.00	$0.00	$4,021.00	$0.00	**$4,021.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire Extinguisher / Cabinets	1	LS			$3,390.00		$0.00	$0.00	$3,390.00	$0.00	**$3,390.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Wall and Door Protection - none found on drawings							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Postal Specialties - none found on drawings							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Metal Canopies							$0.00	$0.00	$0.00	$0.00	**$0.00**
Canopy @ Entrance	1	EA			$37,190.00		$0.00	$0.00	$37,190.00	$0.00	**$37,190.00**
Canopy @ Door 103A	1	EA			$16,900.00		$0.00	$0.00	$16,900.00	$0.00	**$16,900.00**
Canopy @ Door 103B	1	EA			$6,000.00		$0.00	$0.00	$6,000.00	$0.00	**$6,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sunshades	3	EA			$2,030.00		$0.00	$0.00	$6,090.00	$0.00	**$6,090.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Cable Display System	1	LS	$240.00	$1,000.00			$336.00	$1,060.00	$0.00	$0.00	**$1,396.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Flagpole	1	EA		$1,600.00			$0.00	$1,696.00	$0.00	$0.00	**$1,696.00**
Installation	1	LS	$400.00	$175.00			$560.00	$185.50	$0.00	$0.00	**$745.50**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stainless Steel Corner Guards	1	LS			$3,270.00		$0.00	$0.00	$3,270.00	$0.00	**$3,270.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$896.00**	**$2,941.50**	**$108,646.00**	**$0.00**	**$112,483.50**

DIVISION 11

Equipment

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Gym Equipment	1	LS			$46,399.00		$0.00	$0.00	$46,399.00	$0.00	**$46,399.00**
Basketball Goals							$0.00	$0.00	$0.00	$0.00	**$0.00**
Divider Curtain							$0.00	$0.00	$0.00	$0.00	**$0.00**
Wall pads							$0.00	$0.00	$0.00	$0.00	**$0.00**
Scoreboards							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Bleachers	1	LS			**$68,410.00**		$0.00	$0.00	$68,410.00	$0.00	**$68,410.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Custom Graphics on wall pads - allowance	1	LS			$3,500.00		$0.00	$0.00	$3,500.00	$0.00	**$3,500.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$118,309.00**	**$0.00**	**$118,309.00**

WHEN EXPERIENCE MATTERS

DIVISION 12

Furnishings

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Window Blinds	9	EA			$140.00		$0.00	$0.00	$1,260.00	$0.00	**$1,260.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$1,260.00**	**$0.00**	**$1,260.00**

DIVISION 13

Special Construction

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

DIVISION 14

Conveying Equipment

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Elevator Contractor-	1	LS			$3,500.00		$0.00	$0.00	$3,500.00	$0.00	**$3,500.00**
Shop Drawings (1 set)							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Pit Construction - Division 3							$0.00	$0.00	$0.00	$0.00	**$0.00**
Hoistway Construction - Division 4							$0.00	$0.00	$0.00	$0.00	**$0.00**
Hoist Beam - Division 5							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sump Pump - Division 22							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire Protection - Division 21							$0.00	$0.00	$0.00	$0.00	**$0.00**
Electrical - Division 26							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$3,500.00**	**$0.00**	**$3,500.00**

WHEN EXPERIENCE MATTERS

DIVISION 21

Fire Suppression

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire Suppression	1	LS			**$47,140.00**		$0.00	$0.00	$47,140.00	$0.00	**$47,140.00**
Wet pipe system							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$47,140.00**	**$0.00**	**$47,140.00**

DIVISION 22

Plumbing

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Plumbing	1	LS			**$197,808.00**		$0.00	$0.00	$197,808.00	$0.00	**$197,808.00**
Sanitary and storm piping system below grade							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sanitary and storm piping system above grade							$0.00	$0.00	$0.00	$0.00	**$0.00**
Domestic water piping system							$0.00	$0.00	$0.00	$0.00	**$0.00**
Gas piping system							$0.00	$0.00	$0.00	$0.00	**$0.00**
Restroom lavatories							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fixtures per Plumbing Fixture Schedule							$0.00	$0.00	$0.00	$0.00	**$0.00**
Roof Drain Over Flow Nozzle Note 12 A-201							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$197,808.00**	**$0.00**	**$197,808.00**

DIVISION 23

Heating, Ventilation & Air Conditioning

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
HVAC	1	LS			**$226,964.00**		$0.00	$0.00	$226,964.00	$0.00	**$226,964.00**
RTU-1 - 4, 8 - 10 & 13							$0.00	$0.00	$0.00	$0.00	**$0.00**
MSCU/MSFU-1 & MSHP/MSFU-2 - 4							$0.00	$0.00	$0.00	$0.00	**$0.00**
Exhaust fan EF-1 & EF-3 - 4							$0.00	$0.00	$0.00	$0.00	**$0.00**
UH 1 - 2 , 4 - 5							$0.00	$0.00	$0.00	$0.00	**$0.00**
L-1							$0.00	$0.00	$0.00	$0.00	**$0.00**
Galvanized ductwork & insulation							$0.00	$0.00	$0.00	$0.00	**$0.00**
Air Distribution							$0.00	$0.00	$0.00	$0.00	**$0.00**
Refrigerant line sets							$0.00	$0.00	$0.00	$0.00	**$0.00**
Controls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Supply duct smoke detectors							$0.00	$0.00	$0.00	$0.00	**$0.00**
Hoisting							$0.00	$0.00	$0.00	$0.00	**$0.00**
Test & Balance							$0.00	$0.00	$0.00	$0.00	**$0.00**
Condensate drains							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$226,964.00**	**$0.00**	**$226,964.00**

DIVISION 26

Electrical / Fire Alarm

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Electrical	1	LS			**$438,732.00**		$0.00	$0.00	$438,732.00	$0.00	**$438,732.00**
Lighting/Controls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Power Outlets							$0.00	$0.00	$0.00	$0.00	**$0.00**
Floor boxes							$0.00	$0.00	$0.00	$0.00	**$0.00**
Equipment connections							$0.00	$0.00	$0.00	$0.00	**$0.00**
HVAC and water heater connections							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire Alarm systems							$0.00	$0.00	$0.00	$0.00	**$0.00**
V/D system rough-in only							$0.00	$0.00	$0.00	$0.00	**$0.00**
New 600 amp, 480/277 volt, 3-phase service							$0.00	$0.00	$0.00	$0.00	**$0.00**
Temporary power & lighting							$0.00	$0.00	$0.00	$0.00	**$0.00**
Permits							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Low Voltage							$0.00	$0.00	$0.00	$0.00	**$0.00**
Voice Data System	1	LS			$10,071.00		$0.00	$0.00	$10,071.00	$0.00	**$10,071.00**
Access Control System	1	LS			$35,385.00		$0.00	$0.00	$35,385.00	$0.00	**$35,385.00**
CCTV System	1	LS			$5,463.00		$0.00	$0.00	$5,463.00	$0.00	**$5,463.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Lighting for Flag Pole (3 in ground fixtures)	**1**	**LS**			**$1,800.00**		$0.00	$0.00	$1,800.00	$0.00	**$1,800.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
ERCC Allowance	**1**	**LS**			**$44,590.00**		$0.00	$0.00	$44,590.00	$0.00	**$44,590.00**
ERCC Testing	**1**	**LS**			**$2,500.00**		$0.00	$0.00	$2,500.00	$0.00	**$2,500.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$538,541.00**	**$0.00**	**$538,541.00**

WHEN EXPERIENCE MATTERS

DIVISION 27

Communications

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

WHEN EXPERIENCE MATTERS

DIVISION 28

Electronic Safety & Security

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

DIVISION 31

Earthwork

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Earthwork / Site Utilities							$0.00	$0.00	$0.00	$0.00	**$0.00**
General Conditions	1	LS			$15,845.00		$0.00	$0.00	$15,845.00	$0.00	**$15,845.00**
Erosion Control	1	LS			$18,178.00		$0.00	$0.00	$18,178.00	$0.00	**$18,178.00**
Construction Exit							$0.00	$0.00	$0.00	$0.00	**$0.00**
Tree Protection Fence - 1104 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Silt Fence Type "C" - 695 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Inlet Trap - 6 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Inlet Trap Rock Bags - 3 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Inlet Trap Excavated - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Checkdams Hay Bales - 5 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Diversion Burm - 285 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sd4 Temporary Sediment Trap - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Slope Mat - 905 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Rock Dam - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Temporary Mulch for Erosion Control - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Clearing & Demolition	1	LS			$28,401.00		$0.00	$0.00	$28,401.00	$0.00	**$28,401.00**
Clearing & Grubbing - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Demo Existing Fence - 1200 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Saw cutting - 585 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Demo Existing Concrete - 235 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Demo Existing Asphalt - 170 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Demo Existing Curbs - 125 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Demo Existing Sidewalk - 445 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Earthwork	1	LS			$82,883.00		$0.00	$0.00	$82,883.00	$0.00	**$82,883.00**
Excavate and Pile Strippings - 1065 cy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Grading - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fine Grade Building Pad - 2825 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Grade for Curbs - 300 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Excavate for Site Walls - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Backfill Curbs - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Grade for Sidewalks - 900 sy							$0.00	$0.00	$0.00	$0.00	**$0.00**
Respread Topsoil - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Final Dressing - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Storm Drains	1	LS			$107,644.00		$0.00	$0.00	$107,644.00	$0.00	**$107,644.00**
Demo Existing Storm - 215 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Tie to Existing Storm - 2 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
18" RCP - 392 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
24" RCP - Class IV - 196 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
4' Manhole Construction - 35 vf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Round to Squares -6 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Grate & Frames - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Pedestal Tops - 3 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**

4' Inverts - 6 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Adjust Castings to Grade - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Water Quality Unit - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Water Quality Diversion Structure - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
6" HDPE Roof Drain Line - 75 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
12" HDPE Roof Drain Line - 470 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
15' HDPE Roof Drain Line - 170 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
18" HDPE Roof Drain Line - 100 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Nyloplast Drop Inlet - 6 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stub 6" HDPE 5' From Building - 8 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sanitary Sewer	1	LS			$30,474.00		$0.00	$0.00	$30,474.00	$0.00	**$30,474.00**
Doghouse Existing 8" Sewer Line - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
8" PVC Sewer Line - 153 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
4' Manhole Construction - 10 vf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Rowlock Inverts - 2 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Ring & Covers - 2 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
6" PVC Sewer Line - 231 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
6" PVC Sewer Cleanouts - 5 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stub 6" PVC Sewer 5' From Building - 1ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stone Bedding - 105 tons							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fill SSMH With Flowable Fill - 1 LS							$0.00	$0.00	$0.00	$0.00	**$0.00**
Sewer Line Testing - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Water Line	1	LS			$39,727.00		$0.00	$0.00	$39,727.00	$0.00	**$39,727.00**
Tie to DCDA Installed by CCWS on House Side - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
8" DIP Fire Line - 48 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
6"DIP Fire Line -112 lf							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire Hydrant Assembly - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Post Indicator Valve - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
6" FDC - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stub Fire Riser to 1' Above FFE - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Thurst Blocks - 6 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Pressure Test and Chlorinate - 1 ls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Tie to Domestic Water Meter Installed by CCWS - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
3" BFP - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
3" SCH 40 PVC water line							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stub 3" SCH 40 PVC 5' From Building - 1 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
Thrust Blocks - 5 ea							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
*** Controctor scope for Fire Line starts at house side of 8" DCDA**							$0.00	$0.00	$0.00	$0.00	**$0.00**
backflow preventer vault							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
*** Contractor scope for water line starts at house side of 3" meter**							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
*** Cost of work to be performed by CCWD is not included**							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
*** Cost for all fees for taps and meters is not included**							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Extend sanitary sewer to Future Phase 2	1	LS			$3,500.00		$0.00	$0.00	$3,500.00	$0.00	**$3,500.00**
6" HDPE Tie To Roof Downspouts	8	EA			$125.00		$0.00	$0.00	$1,000.00	$0.00	**$1,000.00**
Allowance - Undercut 3' for 20% of the building footprint	1	LS			$40,000.00		$0.00	$0.00	$40,000.00	$0.00	**$40,000.00**

							$0.00	$0.00	$0.00	$0.00	**$0.00**
Layout & Field Engineering	4	WK		$150.00	$1,200.00		$0.00	$636.00	$4,800.00	$0.00	**$5,436.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
As-Builts	1	LS			$5,000.00		$0.00	$0.00	$5,000.00	$0.00	**$5,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$636.00**	**$377,452.00**	**$0.00**	**$378,088.00**

DIVISION 32

Exterior Improvements

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Site Concrete	1	LS			**$168,244.00**		$0.00	$0.00	$168,244.00	$0.00	**$168,244.00**
Stair from parking lot to building							$0.00	$0.00	$0.00	$0.00	**$0.00**
ADA ramp from parking lot to building							$0.00	$0.00	$0.00	$0.00	**$0.00**
Planter @ ADA ramp							$0.00	$0.00	$0.00	$0.00	**$0.00**
Plaza low walls							$0.00	$0.00	$0.00	$0.00	**$0.00**
Plaza slab on grade							$0.00	$0.00	$0.00	$0.00	**$0.00**
Stoop @ Doors 115C, 116C, 121 & 116D							$0.00	$0.00	$0.00	$0.00	**$0.00**
Heavy duty paved drive to building from parking lot							$0.00	$0.00	$0.00	$0.00	**$0.00**
New sidewalk indicated as existing per Note 15							$0.00	$0.00	$0.00	$0.00	**$0.00**
New sidewalk per Note 12							$0.00	$0.00	$0.00	$0.00	**$0.00**
Fire access per note 11							$0.00	$0.00	$0.00	$0.00	**$0.00**
Flume per Note 12							$0.00	$0.00	$0.00	$0.00	**$0.00**
Transformer pad per Note 17							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Dumpster enclosure footings, SOG & 8" wall							$0.00	$0.00	$0.00	$0.00	**$0.00**
Pipe bollard footing & fill							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Changes per Civil Drawing Revision 6-03-2020	1	LS			$24,031.00		$0.00	$0.00	$24,031.00	$0.00	**$24,031.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Curb & Gutter	1	LS			$8,625.00		$0.00	$0.00	$8,625.00	$0.00	**$8,625.00**
New curb & gutter indicate as existing per Note 15							$0.00	$0.00	$0.00	$0.00	**$0.00**
New curb & gutter per Note 12							$0.00	$0.00	$0.00	$0.00	**$0.00**
Throat & tops (2)							$0.00	$0.00	$0.00	$0.00	**$0.00**
6" header curb @ Fire Department access	10	LF			$50.00		$0.00	$0.00	$500.00	$0.00	**$500.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Masonry - Division 4							$0.00	$0.00	$0.00	$0.00	**$0.00**
Brick veneer @ ADA ramp							$0.00	$0.00	$0.00	$0.00	**$0.00**
4" CMU @ ADA ramp							$0.00	$0.00	$0.00	$0.00	**$0.00**
Cast Stone wall coping							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Metals - Division 5							$0.00	$0.00	$0.00	$0.00	**$0.00**
Railings @ Stair & ADA ramp							$0.00	$0.00	$0.00	$0.00	**$0.00**
Dumpster - Steel framing, gates & bollards							$0.00	$0.00	$0.00	$0.00	**$0.00**
Dumpster - Roofing & Siding - Division 7	1	LS			$7,300.00		$0.00	$0.00	$7,300.00	$0.00	**$7,300.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Equipment	1	LS			$2,000.00		$0.00	$0.00	$2,000.00	$0.00	**$2,000.00**
Bike rack							$0.00	$0.00	$0.00	$0.00	**$0.00**
Trash receptacle							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Electrical							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Stadium pole lights - removal to ground for Owner removal	1	LS			**$21,252.00**		$0.00	$0.00	$21,252.00	$0.00	**$21,252.00**
Disconnect scoreboard	1	LS			$500.00		$0.00	$0.00	$500.00	$0.00	**$500.00**

Remove/reinstall electric vehicle charging station	1	LS			**$1,518.00**		$0.00	$0.00	$1,518.00	$0.00	**$1,518.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Paving							$0.00	$0.00	$0.00	$0.00	**$0.00**
New ADA parking spaces - concrete	1	LS			$16,828.00		$0.00	$0.00	$16,828.00	$0.00	**$16,828.00**
ADA & Fire Department signage	1	LS			$1,897.00		$0.00	$0.00	$1,897.00	$0.00	**$1,897.00**
Wheel stops & striping	1	LS			$840.00		$0.00	$0.00	$840.00	$0.00	**$840.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Miscellaneous Asphalt patching & Striping - Allowance	1	LS			$10,000.00		$0.00	$0.00	$10,000.00	$0.00	**$10,000.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Landscape	1	LS				$33,553.00	$0.00	$0.00	$0.00	$34,224.06	**$34,224.06**
Irrigation - not required							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$263,535.00**	**$34,224.06**	**$297,759.06**

DIVISION 33

Utilities

Kennesaw Rec Center - Phase 1

6-15-2020

Description	QTY	UNIT	Labor $	Material $	Sub $	Equipment $	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							$0.00	$0.00	$0.00	$0.00	**$0.00**
Included with Division 31							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
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							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
							$0.00	$0.00	$0.00	$0.00	**$0.00**
						SUBTOTALS:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the Sixth day of July in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

for the following Project:
(Name and address or location)

Kennesaw Recreation Center – Phase I
Kennesaw, GA

The Architect:
(Name, legal status and address)

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

The Owner's Designated Representative:
(Name, address and other information)

Steve Roberts, Parks & Recreation Director
City of Kennesaw, GA
2753 Watts Drive
Kennesaw, GA 30144
sroberts@kennesaw-ga.gov
(470) 460 - 0780

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The Construction Manager's Designated Representative:
(Name, address and other information)

Mark Whitney, Vice President
Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339
mwhitney@gayconstruction.com
(404) 557 - 1552

The Architect's Designated Representative:
(Name, address and other information)

Zach Buffington
Croy Engineering
200 North Cobb Parkway
Building 400, Suite 413
Marietta, GA 30062
zbuffington@croyengineering.com
(770) 891 - 5036

The Owner and Construction Manager agree as follows.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

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procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

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Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ **2.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ **2.2.8** The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ **2.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ **2.3.1.1** For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ **2.3.1.2** The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ **2.3.2.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ **2.3.2.2** If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ **2.3.2.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ **2.3.2.4** If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ **2.3.2.5** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

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§ **2.3.2.6** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ **2.3.2.7** The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ **2.3.2.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ **3.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ **3.1.2** Reserved.

§ **3.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ **3.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ **3.1.4.1** The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ **3.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2, which have been substantially completed and approved by the Architect and Owner on May 4, 2020, the total compensation shall be $15,000.00.

(Paragraphs deleted)
§ 4.2 Payments

%

(Paragraphs deleted)
ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

4.5% of the Cost of the Work

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§ **5.1.2** The method of adjustment of the Construction Manager's Fee for changes in the Work:

4.5% of the Cost of the Work

§ **5.1.3** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ **5.1.4** Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ **5.1.5** Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 5.2 Guaranteed Maximum Price
§ **5.2.1** The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

Seven Million Nine Thousand Nine Hundred Eighty Four & 00/100 Dollars ($7,009,984.00)

§ **5.2.2** The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ **5.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ **5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ **5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ **5.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "Fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ **5.3.5** If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction

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Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ **6.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **6.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ **6.5.5** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **6.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ **6.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ **6.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ **6.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ **6.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ **6.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ **6.6.6** Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ **6.6.7** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ **6.6.8** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ **6.6.9** Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

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§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- **.2** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1,

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2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Once an Application for Payment is received by the Architect, the Owner shall make payment of the certified amount to the Construction Manager within thirty (30) days.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

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final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of Ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

.4 **the Construction Manager submits an affidavit that all subcontractors and vendors have been paid and no liens or outstanding invoices exist on the Project, property or materials.**

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the

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Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)* Jurisdiction and venue of all claims not resolved or covered by General Conditions Article 15 as set forth in AIA Document A201 – 2007, shall lie exclusively in the Superior Court of Cobb County, Georgia.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

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§ 10.2.2 Reserved.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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(1096444781)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
C. Derek Easterling Mayor	Mark Whitney Vice President
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the Sixth day of July in the year 2020

...

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

...

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

...

Kennesaw Recreation Center – Phase I
Kennesaw, GA

...

(Name, legal status and address)

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

...

(Name, address and other information)

Steve Roberts, Parks & Recreation Director
City of Kennesaw, GA
2753 Watts Drive
Kennesaw, GA 30144
sroberts@kennesaw-ga.gov
(470) 460 - 0780

PAGE 2

Mark Whitney, Vice President
Gay Construction Company

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2907 Log Cabin Drive
Atlanta, GA 30339
mwhitney@gayconstruction.com
(404) 557 - 1552

...

Zach Buffington
Croy Engineering
200 North Cobb Parkway
Building 400, Suite 413
Marietta, GA 30062

...

(770) 891 - 5036
PAGE 5

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction ~~Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction~~ Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.
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§ **3.1.2** ~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~ Reserved.
PAGE 8

§ **4.1.2** For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and ~~2.2:~~2.2, which have been substantially completed and approved by the Architect and Owner on May 4, 2020, the total compensation shall be $15,000.00.

~~(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~

~~§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

%

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~~§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~

...

4.5% of the Cost of the Work
PAGE 9

4.5% of the Cost of the Work

...

Seven Million Nine Thousand Nine Hundred Eighty Four & 00/100 Dollars ($7,009,984.00)

...

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term ~~"fee"~~ "Fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.
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§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 7.1.3 ~~Provided that~~ Once an Application for Payment is received by the ~~Architect not later than the day of a month, the~~ Architect, the Owner shall make payment of the certified amount to the Construction Manager ~~not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~within thirty (30) days.
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.3 Add the Construction Manager's Fee, less retainage of Ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of Ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;

...

.4 the Construction Manager submits an affidavit that all subcontractors and vendors have been paid and no liens or outstanding invoices exist on the Project, property or materials.

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[X] Other: *(Specify)* Jurisdiction and venue of all claims not resolved or covered by General Conditions Article 15 as set forth in AIA Document A201 – 2007, shall lie exclusively in the Superior Court of Cobb County, Georgia.

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§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without ~~cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.~~cause.

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§ 10.2.2 ~~If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.~~Reserved.

PAGE 18

C. Derek Easterling Mayor

Mark Whitney Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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(1096444781)

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Kennesaw Recreation Center – Phase I

THE OWNER:
(Name, legal status and address)
City of Kennesaw, Georgia
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

THE ARCHITECT:
(Name, legal status and address)
Croy Engineering
200 North Cobb Parkway
Building 400, Suite 413
Marietta, GA 30062

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a written Change Order, (3) a writtenConstruction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Owner shall be deemed the authors and owners of all Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Architect, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the City of Kennesaw and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Reserved.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall not rely on the accuracy of information

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furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work, including but not limited to utilization of 8-1-1 service.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient

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maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which

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the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Within seven (7) days of completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or other insurance.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ **4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ **4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ **4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ **4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ **4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ **4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ **4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ **4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

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.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. Within seven (7) days of receipt of a Construction Change Directive, the Contractor shall advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to

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check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the time established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately,

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not

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be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately.

§ 10.3.3 Reserved.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Contractor shall be responsible for materials or substances required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Reserved.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the

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date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Reserved.

§ 11.3 Reserved.

(Paragraphs deleted)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner requires that the Contractor furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The performance and payment bonds shall each be in an amount equal to 100% of the contract price.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Georgia. Jurisdiction and venue of all claims not resolved or covered by Article 15 of this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served on the Contractor if delivered in person to the individual, to a member of the firm or entity, or to an officer of the Contractor for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address of the

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Contractor. The Owner shall be deemed duly served upon delivery of the written notice upon the City Manager of Owner, by any method set forth in this section 13.3.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Contractor's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Reserved.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 Reserved.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 Reserved.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes

- .1 damages incurred by the Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there.

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This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cobb County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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ARTICLE 16 MISCELLANEOUS

§ 16.1 Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of the Owner, and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Contractor have any right to enter into any agreement or commitment on behalf of the Owner or to bind the Owner in any respect whatsoever. Contractor's personnel shall not be considered employees of the Owner by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

§ 16.2 If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

§ 16.3 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.

§ 16.4 Contractor hereby agrees to fully complete its obligations under this Agreement within the time period set forth herein or as amended. The Parties agree that if the Contractor fails to complete its obligations under this Agreement within the time prescribed, damages would be difficult to calculate. Contractor further agrees to pay as the liquidated damages the sum of $1,000.00 per each consecutive calendar day that the Contractor shall be in default after the date stipulated herein for completing the Agreement. The liquidated damages set forth herein shall not be construed as a penalty.

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PAGE 1

Kennesaw Recreation Center – Phase I

...

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

...

(Name, legal status and address)
Croy Engineering
200 North Cobb Parkway
Building 400, Suite 413
Marietta, GA 30062

PAGE 9

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a written Change Order, (3) a ~~Construction~~ writtenConstruction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

PAGE 10

§ 1.5.1 The ~~Architect and the Architect's consultants~~ Owner shall be deemed the authors and owners of ~~their respective~~ all Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Architect, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the ~~Architect's or Architect's consultants'~~ Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants.~~ Owner and Architect.

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§ **2.1.1** The Owner is the ~~person or entity identified as such in the Agreement~~ City of Kennesaw and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ **2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. ~~Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

...

§ **2.2.1** ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~ Reserved.

...

§ **2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall ~~be entitled to~~ not rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the ~~Work.~~Work, including but not limited to utilization of 8-1-1 service.

PAGE 11

§ **3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the~~ The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

PAGE 12

§ **3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, ~~for differences between field measurements or conditions and the Contract Documents,~~ or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

...

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
PAGE 13

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~21~~ three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.
PAGE 14

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the ~~14 day~~ 14-day period shall constitute notice of no reasonable objection.
PAGE 16

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. ~~At~~ Within seven (7) days of completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

...

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or other ~~employee benefit acts.~~insurance.
PAGE 19

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~
PAGE 20

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.~~
PAGE 21

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work ~~involved and~~ involved. Within seven (7) days of receipt of a Construction Change Directive, the Contractor shall advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

PAGE 24

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~ Documents and shall so notify the Architect.

PAGE 25

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the ~~Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Contractor.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven days after the date~~ the time established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended ~~appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~appropriately.

PAGE 27

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ seven (7) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

PAGE 28

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended ~~appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.~~appropriately.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or~~

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~~death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~Reserved.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The ~~Owner~~ Contractor shall be responsible for materials or substances required by the Contract ~~Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~Documents.

...

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~Reserved.

PAGE 29

§ 11.2 ~~**OWNER'S LIABILITY INSURANCE**~~

~~**The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.**~~Reserved.

§ 11.3 ~~**PROPERTY INSURANCE**~~Reserved.

~~§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.~~

~~§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or~~

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~~companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~§ 11.3.3 LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such~~

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~~loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4.1 The Owner ~~shall have the right to require the Contractor to~~ requires that the Contractor furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The performance and payment bonds shall each be in an amount equal to 100% of the contract price.

PAGE 30

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it ~~promptly~~ within seven (7) days after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

...

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~State of Georgia. Jurisdiction and venue of all claims not resolved or covered by Article 15 of this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

...

Written notice shall be deemed to have been duly served on the Contractor if delivered in person to the individual, to a member of the firm or entity, or to an officer of the ~~corporation~~ Contractor for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address ~~known to the party giving notice.~~ of the Contractor. The Owner shall be deemed duly served upon delivery of the written notice upon the City Manager of Owner, by any method set forth in this section 13.3.

PAGE 31

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the ~~Owner's~~ Contractor's expense.

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...

§ 13.6 ~~INTEREST~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Reserved.

PAGE 32

.3 ~~Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~.4~~ The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~Reserved.

§ 14.1.3 If one of the reasons described in Section 14.1.1 ~~or 14.1.2~~ exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~Reserved.

PAGE 33

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on the Work not executed.~~termination.

...

The Contractor ~~and Owner waive Claims against each other~~ waives Claims for consequential damages arising out of or relating to this Contract. This ~~mutual~~ waiver includes

.1 damages incurred by the ~~Owner~~ Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed ~~there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~there.

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

PAGE 35

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Cobb County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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ARTICLE 16 MISCELLANEOUS

§ 16.1 Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of the Owner, and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Contractor have any right to enter into any agreement or commitment on behalf of the Owner or to bind the Owner in any respect whatsoever. Contractor's personnel shall not be considered employees of the Owner by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

§ 16.2 If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

§ 16.3 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.

§ 16.4 Contractor hereby agrees to fully complete its obligations under this Agreement within the time period set forth herein or as amended. The Parties agree that if the Contractor fails to complete its obligations under this Agreement within the time prescribed, damages would be difficult to calculate. Contractor further agrees to pay as the liquidated damages the sum of $1,000.00 per each consecutive calendar day that the Contractor shall be in default after the date stipulated herein for completing the Agreement. The liquidated damages set forth herein shall not be construed as a penalty.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Jackson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:42:17 ET on 06/26/2020 under Order No. 9569014621 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Kennesaw Recreation Center – Phase I

THE OWNER:
(Name, legal status and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Attachment A

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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(Identify allowance and state exclusions, if any, from the allowance price.)

Allowances included in the Guaranteed Maximum Price are listed in Attachment A

Item	Price ($0.00)

§ **A.1.1.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

Attachment B - Kennesaw Recreation Center Phase 1 Clarifications and Qualifications

§ **A.1.1.6** The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ **A.1.1.7** The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ **A.1.1.8** The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
Kennesaw Recreation Center Phase 1 & 2 Construction Plans

Number	Title	Date

§ **A.1.1.9** The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Kennesaw Recreation Center Project Manual

ARTICLE A.2
§ **A.2.1** The anticipated date of Substantial Completion established by this Amendment:

Within Three Hundred Sixty Five (365) consecutive calendar days of receiving a written "Notice to Proceed"

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
C. Derek Easterling Mayor	Mark Whitney Vice President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133™ – 2009 Exhibit A

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PAGE 1

Kennesaw Recreation Center – Phase I

...

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

...

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

...

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of ~~this~~ the Agreement.

...

See Attachment A

PAGE 2

Allowances included in the Guaranteed Maximum Price are listed in Attachment A

...

Attachment B - Kennesaw Recreation Center Phase 1 Clarifications and Qualifications

...

Kennesaw Recreation Center Phase 1 & 2 Construction Plans

...

Kennesaw Recreation Center Project Manual

...

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Within Three Hundred Sixty Five (365) consecutive calendar days of receiving a written "Notice to Proceed"

...

C. Derek Easterling Mayor

Mark Whitney Vice President

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_____

(Signed)

_____

(Title)

_____

(Dated)

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June 25, 2020

Re: Recommendation of Award:
Kennesaw Recreation Center – Phase I

Mr. Steve Roberts, Parks & Recreation Director
2529 J.O. Stephenson Ave
Kennesaw, GA 30144

Dear Mr. Roberts:

A Request for Qualifications (RFQ) was advertised in the Marietta Daily Journal for a Construction Manager at Risk (CMAR) for Pre-Construction and Construction Services for the Kennesaw Recreation Center – Phase I. On December 06, 2019 the City received qualification packages from the following thirteen Firms:

- ABUK, Inc.
- AJAX Building Company, LLC
- Albion Scaccia Enterprises, LLC
- Batson-Cook Construction
- Cooper & Company General Contractors, Inc.
- Gay Construction
- Hogan Construction Group, LLC
- Lovvorn Construction
- Lusk & Company, Inc.
- McAllan Construction
- Spratlin & Son Construction
- Winter Construction
- YLH Construction Co.

The City Manager appointed a committee of key staff members (Selection Committee) to review and rank each Response based on firm qualifications, references, experience, and litigation record. The Selection Committee then established a list of Firms deemed to have submitted responses which reflect the best understanding of the project along with the best qualifications and project history for executing the work. The four highest scoring firms were then contacted for interviews with the Selection Committee.

Based on the evaluation results and interviews, the Selection Committee recommended that the contract be awarded to Gay Construction in the amount of $7,009,984.00. Upon receipt of the City's concurrence, we will prepare the contracts and forward them to the Contractor for execution.

Respectfully,

Zachary V. Buffington, PLS, EIT
Program Manager

Enc.: Bid Tabulations
cc: Mr. Jeff Drobney, City of Kennesaw
Ms. Lea Addington, City of Kennesaw
Mr. Ricky Stewart, City of Kennesaw
Project File
Reading File

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of as-built final plats for lots 11-13 and lots 14-16 for townhome development identified as Villages @ Fullers Chase. Applicant is Traton Homes LLC.
Agenda Comments:	The as-built plats submitted represent the adjusted accurate locations of the townhome units for lots 11-13 and lots 14-16. The plan review committee recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
plan review committee approval letter	6/25/2020	Backup Material
final plat plan for lots 11-13	6/24/2020	Backup Material
final plat application lots 14-16	6/24/2020	Backup Material
Plat application lots 11-13	6/24/2020	Backup Material
final plat plan lots 14-16	6/24/2020	Maps
2007 original approved plat	6/24/2020	Maps

COMMUNITY DEVELOPMENT DEPARTMENT

PLAN REVIEW COMMITTEE

PLAN REVIEW COORDINATOR

SCOTT BANKS, BUILDING OFFICIAL

RICKY STEWART, PUBLIC WORKS DIRECTOR

YARED ALTAYE, ENGINEER/PROJECT SPECIALIST

DARRYL SIMMONS, ZONING ADMINISTRATOR

To: Mayor and City Council

From: Plan Review Committee

Date: June 25, 2020

Final plats for Villages of Fullers Chase located at 2871 Boone Drive having been submitted by Traton Homes LLC. for as -built approval for lots 14-16 and lots 11-13 was verified by all members of the plan review committee that all comments were addressed. The final plats are in compliance and ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

ZONING NOTES:

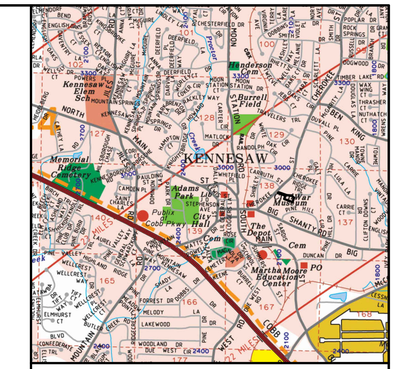
1. THIS SITE SUBJECT TO:
   HISTORIC PRESERVATION COMMISSION APPROVAL – JUNE 20, 2006.
   CENTRAL BUSINESS DISTRICT PROJECT APPROVAL – MAYOR AND COUNCIL – JULY 16, 2006.
   VARIANCE APPROVAL – MAYOR AND COUNCIL – JULY 16, 2006.

FINAL PLAT NOTES:

1. STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT OF WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGE OF ANY SUCH IMPROVEMENT SHALL BE THE PROPERTY OWNERS.
2. THE OPEN CHANNEL DRAINAGE EASEMENTS (D.E.) SHOWN ARE NOT TO BE CONSTRUED AS EXACTING IN LOCATION. THESE EASEMENTS ARE INTENDED TO PROVIDE AN AREA FOR THE FREE CONVEYANCE OF STORMWATER RUNOFF BETWEEN DRAINAGE STRUCTURES ON THE PROPERTY OR BETWEEN DRAINAGE STRUCTURES AND THE EXTERIOR PROPERTY LINE. THE LOCATIONS SHOWN ARE INTENDED LOCATIONS BUT ARE CONTINGENT UPON FINAL GRADING AND LANDSCAPING OF THE INDIVIDUAL LOTS.
3. NO. 4 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
4. NO CEMETERIES, WETLANDS, OR CULTURAL RESOURCES EXIST ON PROPERTY.
5. THE CITY OF KENNESAW WILL NOT ACCEPT THE RESPONSIBILITY FOR PERPETUAL MAINTENANCE OF ANY REQUIRED DETENTION FACILITIES OUTSIDE THE CITY RIGHT–OF–WAY.
6. ALL COMMON AREAS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. THE DEVELOPMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF KENNESAW.
8. THE WATER LINES AND SANITARY SEWER ARE UNDER THE CONTROL OF COBB COUNTY WATER SYSTEM.

ZONING

TOTAL AREA = 0.24 ACRES
TOTAL NO. OF LOTS = 3
DENSITY / YIELD = 12.5 LOTS PER ACRE
PRESENT ZONING – CBD



Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

Date Received 6-17-20
Staff's Initials PS

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee $250.00

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

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

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

DEVELOPMENT NAME THE VILLAGE OF FULLERS CHASE Number of Units 3

PURPOSE OF DEVELOPMENT SINGLE FAMILY TOWNHOMES

WHAT IS THE REVISION BEING MADE ASBUILT LOTS 14-16

ADDRESS OF PROPERTY 2871 BOONE DRIVE

Parcel ID 20013803050 Lot Size 2750 Present Zoning CBD

Current Use SINGLE FAMILY TOWNHOMES Proposed Use SINGLE FAMILY TOWNHOMES

APPLICANT TRATON HOMES LLC

Applicant address 720 KENNESAW AVE, MARIETTA, GA 30060

(Phone #) 770-427-9064 Email Address bhupp@tratonhomes.com

Applicant Signature BOB HUPP

Signed, sealed and delivered in presence of: Angela McGarity 5/1/20
Notary Date

ANGELA MCGARITY NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 18, 2023 BARTOW COUNTY, GEORGIA

REPRESENTATIVE SALLY JORDAN (Phone #) 770-424-7168 Email Address sjordan@gscsurvey.co

Representative Signature _____

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

TITLEHOLDER TRATON HOMES (Phone #) 770-427-9064

Titleholder Signature SAME AS BELOW Address 720 KENNESAW AVE. MARIETTA, GA 30060

Signed, sealed and delivered in presence of Notary Angela McGarity Date 5/1/20

ANGELA MCGARITY NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 18, 2023 BARTOW COUNTY, GEORGIA

Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

CAMPAIGN DISCLOSURE REPORT [1] BY APPLICANT [2]

A separate form must be completed by each applicant

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

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

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

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

Ø

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

Ø

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

I certify that the foregoing information is true and correct, this 29th day of April, 2020

Applicants Signature

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

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

Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

Date Received 6-17-20
Staff's Initials DS

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee $250.00

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

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

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

DEVELOPMENT NAME THE VILLAGE OF FULLERS CHASE Number of Units 3

PURPOSE OF DEVELOPMENT SINGLE FAMILY TOWNHOMES

WHAT IS THE REVISION BEING MADE ASBUILT LOTS 11-13

ADDRESS OF PROPERTY 2871 BOONE DRIVE

Parcel ID 20013803050 Lot Size 2750 Present Zoning CBD

Current Use SINGLE FAMILY TOWNHOMES Proposed Use SINGLE FAMILY TOWNHOMES

APPLICANT TRATON HOMES LLC

Applicant address 720 KENNESAW AVE, MARIETTA, GA 30060

(Phone #) 770-427-9064 Email Address bhupp@tratonhomes.com

Applicant Signature BOB HUPP

Signed, sealed and delivered in presence of: Angela McGarity 6/24/20
Notary Date

ANGELA MCGARITY
MY COMMISSION EXPIRES
NOTARY PUBLIC
AUGUST 16, 2023
BARTOW COUNTY, GEORGIA

REPRESENTATIVE SALLY JORDAN-GASKINS (Phone #) 770-424-7168 Email Address sjordan@gregsurvey.co

Representative Signature _____

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

RENE G FOWLER
My Commission Expires
NOTARY PUBLIC
07-16-2022
BARTOW COUNTY, GEORGIA

TITLEHOLDER Boone Drive Lots LLC (Phone #) 770-405-0671

Titleholder Signature [signature] Address 2950 Cherokee St, Bldg
Managing Member Kennesaw, GA 30144

Signed, sealed and delivered in presence of Notary Rene G. Fowler Date 6/22/2020

Z\P&Z FORMS\Applications 2019

Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

CAMPAIGN DISCLOSURE REPORT [1] BY APPLICANT [2]

A separate form must be completed by each applicant

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

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this 24th day of June, 20 20

Applicants Signature

ANGELA MCGARITY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 2023
COBB COUNTY, GEORGIA

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

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

Angela McGarity

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

ZONING NOTES:

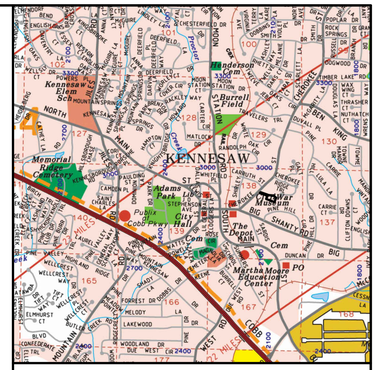
1. THIS SITE SUBJECT TO:
   HISTORIC PRESERVATION COMMISSION APPROVAL – JUNE 20, 2006.
   CENTRAL BUSINESS DISTRICT PROJECT APPROVAL – MAYOR AND COUNCIL – JULY 16, 2006.
   VARIANCE APPROVAL – MAYOR AND COUNCIL – JULY 16, 2006.

FINAL PLAT NOTES:

1. STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT OF WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGE OF ANY SUCH IMPROVEMENT SHALL BE THE PROPERTY OWNERS.
2. THE OPEN CHANNEL DRAINAGE EASEMENTS (D.E.) SHOWN ARE NOT TO BE CONSTRUED AS EXACTING IN LOCATION. THESE EASEMENTS ARE INTENDED TO PROVIDE AN AREA FOR THE FREE CONVEYANCE OF STORMWATER RUNOFF BETWEEN DRAINAGE STRUCTURES ON THE PROPERTY OR BETWEEN DRAINAGE STRUCTURES AND THE EXTERIOR PROPERTY LINE. THE LOCATIONS SHOWN ARE INTENDED LOCATIONS BUT ARE CONTINGENT UPON FINAL GRADING AND LANDSCAPING OF THE INDIVIDUAL LOTS.
3. NO. 4 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
4. NO CEMETERIES, WETLANDS, OR CULTURAL RESOURCES EXIST ON PROPERTY.
5. THE CITY OF KENNESAW WILL NOT ACCEPT THE RESPONSIBILITY FOR PERPETUAL MAINTENANCE OF ANY REQUIRED DETENTION FACILITIES OUTSIDE THE CITY RIGHT–OF–WAY.
6. ALL COMMON AREAS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. THE DEVELOPMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF KENNESAW.
8. THE WATER LINES AND SANITARY SEWER ARE UNDER THE CONTROL OF COBB COUNTY WATER SYSTEM.

ZONING

TOTAL AREA = 0.34 ACRES
TOTAL NO. OF LOTS = 3
DENSITY / YIELD = 8.82 LOTS PER ACRE
PRESENT ZONING – CBD



LOCATION MAP 1" = 2000'

ABBREVIATIONS LEGEND

ABBR.	DEFINITION
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
A.E.	ACCESS EASEMENT
W.L.E.	WATER LINE EASEMENT
F.M.E.	FORCE MAIN EASEMENT

STRUCTURES LEGEND

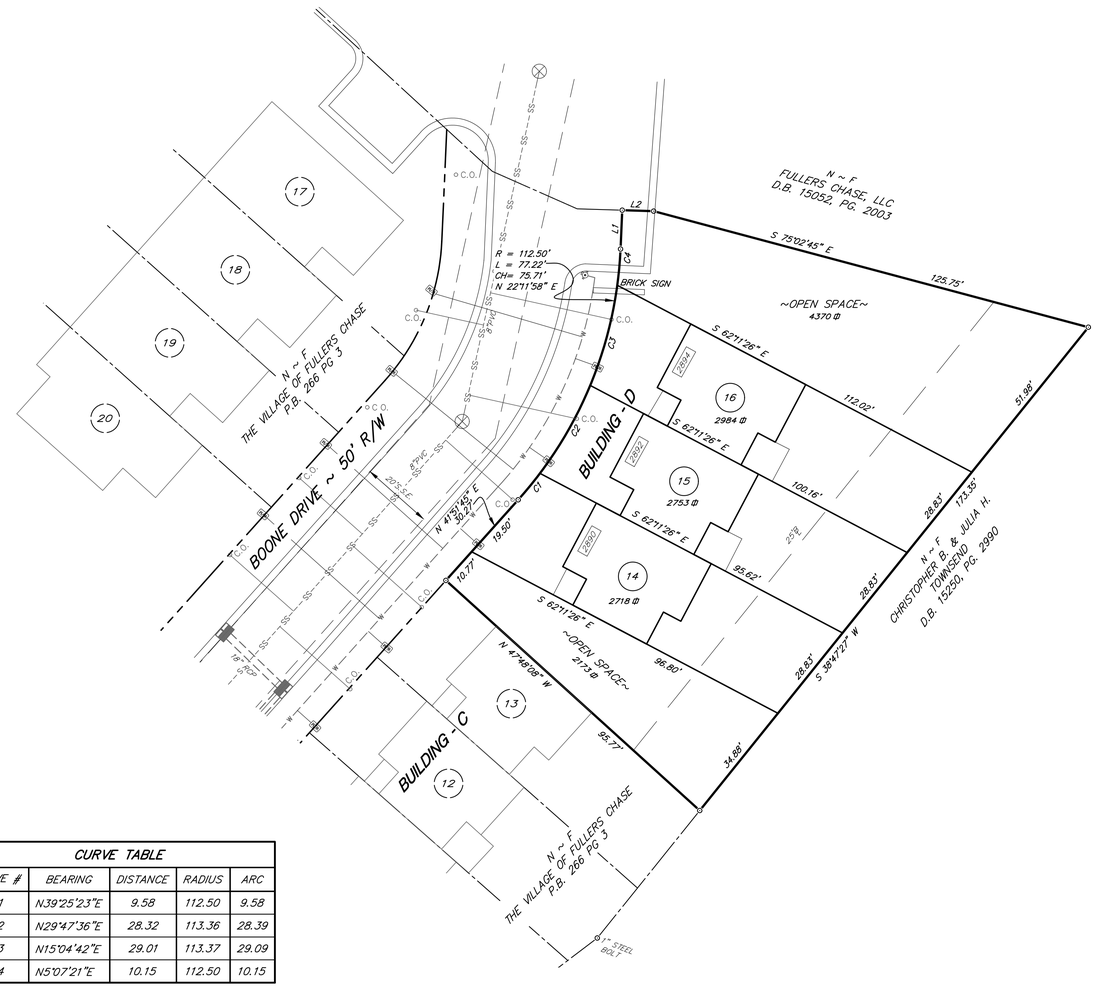
	HEADWALL
	FLARED END SECTION (D.O.T.)
	SINGLE–WING CATCH BASIN
	DOUBLE–WING CATCH BASIN
	WEIR INLET
	JUNCTION BOX
	GRATE INLET
	FIRE HYDRANT
	WATER VALVE
W/M	W.M.– WATER METER
---W---	WATER LINE
	SANITARY SEWER MANHOLE
--SS---	WATER LINE
○ C.O.	SEWER CLEAN OUT

NOTE: ALL STORM DRAINS ARE BITUMINUS COATED OR TYPE II ALUMINIZED CORRUGATED METAL PIPE (CMP) UNLESS OTHERWISE NOTED.

PROPERTY CORNER LEGEND

○	RBS– REINFORCING BAR SET
○	RBF– REINFORCING BAR FOUND
○	CTF– CRIMP TOP PIPE FOUND
○	OTF– OPEN TOP PIPE FOUND
⊡	RWM– RIGHT–OF–WAY MONUMENT

NOTE:
#4 REBAR SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.



SURVEYORS' ACKNOWLEDGEMENT

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL ENGINEERING REQUIREMENTS OF THE KENNESAW SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

6-17-2020
CHRISTOPHER A. EVANS, GA RLS #2784 — DATE

REVISION DATE: 05–21–2020

THIS PLAT SUPERCEDES THE PLAT RECORDED IN PLAT BOOK 279, PAGE 307.

THE PURPOSE OF THE REVISION IS TO:
1. REVISE LOTS 14–16 AS PER ASBUILT BUILDING LOCATION.

KENNESAW DEVELOPMENT CERTIFICATIONS

THIS PLAT, HAVING BEEN SUBMITTED TO KENNESAW AND HAVING BEEN FOUND TO COMPLY WITH THE KENNESAW DEVELOPMENT STANDARDS AND THE KENNESAW ZONING ORDINANCE, IS APPROVED SUBJECT TO THE INSTALLATION AND DEDICATION OF ALL STREETS, UTILITIES, EASEMENTS, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE STANDARD DESIGN SPECIFICATIONS AND THE POSTING OF A ONE YEAR MAINTENANCE BOND.

KENNESAW PUBLIC WORKS DIVISION — DATE

CITY ENGINEER — DATE

BUILDING DEPARTMENT — DATE

PLANNING AND ZONING DEPARTMENT — DATE

MAYOR/CITY COUNCIL — DATE

ALL WATER AND SEWER LINES AND SERVICES SHOWN ARE PRIVATE, OWNED AND MAINTAINED BY THE RIDENOUR HOMEOWNERS ASSOCIATION. NO BUILDING PERMITS TO BE ISSUED UNTIL LINES ARE INSTALLED AND INSPECTED BY COBB COUNTY.

FOR ORIGINAL SIGNATURE, SEE P.B. 266, PG. 3

COBB COUNTY WATER SYSTEM — DATE

OWNER'S ACKNOWLEDGMENT

I HEREBY CERTIFY AS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY CONVEY ACCESS TO ALL PRIVATE STREETS AND RIGHTS–OF–WAY, WATER MAINS AND SEWER LINES SHOWN HEREON IN FEE SIMPLE TO THE APPROPRIATE JURISDICTION AND FURTHER DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED. IN CONSIDERATION OF THE APPROVAL OF THIS DEVELOPMENT PLAN AND OTHER VALUABLE CONSIDERATION, THE OWNER FURTHER RELEASES AND HOLDS HARMLESS KENNESAW FROM ANY AND ALL CLAIMS, DAMAGES OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE PROPERTY SHOWN HEREON ON ACCOUNT OF THE ROADS, WALLS, EMBANKMENTS, DITCHES, CROSS DRAINS, CULVERTS, WATER MAINS, SEWER LINES, AND BRIDGES WITHIN THE PROPOSED RIGHTS OF WAY AND EASEMENTS SHOWN; AND ON ACCOUNT OF BACKWATER, THE COLLECTION AND DISCHARGE OF SURFACE WATER, OR THE CHANGING OF COURSES OF STREAMS. AND FURTHER THE OWNER WARRANTS THAT HE OWNS FEE SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREES THAT KENNESAW SHALL NOT BE LIABLE TO HIM, HIS HEIRS, SUCCESSORS OR ASSIGNS FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE CONSTRUCTION OR MAINTENANCES OF CROSS DRAIN EXTENSIONS, DRIVES, STRUCTURES, STREET, CULVERTS, CURBS OR SIDEWALK, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS, SURFACE WATERS AND ANY OTHER MATTER WHATSOEVER. I FURTHER WARRANTY THAT I HAVE THE RIGHT TO SELL AND CONVEY THE LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND MYSELF AND OWNERS SUBSEQUENT IN TITLE TO DEFEND BY VIRTUE OF THESE PRESENTS.

ALL DETENTION PONDS SHOWN ARE TO BE OWNED AND MAINTAINED BY PROJECT OWNERS/HOMEOWNERS ASSOCIATIONS.

THE CITY OF KENNESAW WILL NOT ACCEPT FOR PERPETUAL MAINTENANCE FOR ANY DETENTION FACILITIES OR ANYTHING OUTSIDE CITY RIGHT OF WAY.

OWNER — DATE

GRID NORTH ~ GA. WEST ZONE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N2°32'12"E	10.88'
L2	S88°13'57"E	8.78'

CURVE TABLE				
CURVE #	BEARING	DISTANCE	RADIUS	ARC
C1	N39°25'23"E	9.58	112.50	9.58
C2	N29°47'36"E	28.32	113.36	28.39
C3	N15°04'42"E	29.01	113.37	29.09
C4	N5°07'21"E	10.15	112.50	10.15

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83.
VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER # 130055 , MAP NUMBER # 13067 C 0038 H DATED MARCH 04, 2013 .

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/10,000+ ; ANGULAR ERROR: 03" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/241,668 . MATTERS OF TITLE ARE EXCEPTED.

THIS SUBDIVISION IS SUBJECT TO PROTECTIVE COVENANTS RECORDED IN DEED BOOK 14530, PAGE 5056, DATED AUGUST 28, 2007.

REFERENCE PLAT FOR THE VILLAGE OF FULLERS CHASE RECORDED IN PLAT BOOK 266, PAGES 3–4.

OWNER:
TRATON HOMES, LLC
720 KENNESAW AVE.
MARIETTA, GA 30060

24–HR. PHONE & EMERGENCY CONTACT:
BOB HUPP
770–427–9064

AS REQUIRED BY SUBSECTION (d) of O.G.C.A. SECTION 15–6–67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15–6–67.

GEORGIA PROFESSIONAL LAND SURVEYOR 2784 CHRISTOPHER A. EVANS

6-17-2020
DATE

20 0 20 40
SCALE IN FEET

REVISIONS

Gaskins
ENGINEERING•SURVEYING•PLANNING/CONSULTING•CONSTRUCTION MGMT

Marietta Office
1266 Powder Springs Rd
Marietta, Georgia 30064
Phone: (770) 424-7168

LSF# 789
www.gaskinsurvey.com

Canton Office
2288 Marietta Highway
Canton, Georgia 30114
Phone: (770) 479-9698

FIELD DATE: 5–6–2020	DRAWN BY: SJJ
OFFICE DATE: 6–17–2020	CHECKED BY: CAE
SCALE: 1"=20'	FILE: P: \T113

FINAL PLAT REVISION FOR:

THE VILLAGE OF FULLERS CHASE

LOCATED IN L.L. 138
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GA.

IMAGES: G:\Aero Maps\1-400.jpg
XREFS:
Plotted on: Jun 17, 2020 - 4:10pm
Drawing name: P:\T113 (Traton)\Village at Fullers Chase\final\Village at Fullers Chase-final pl5.dwg
Plotted By: cally jordan

OWNER'S ACKNOWLEDGEMENT FOR PRIVATE ACCESS

I hereby certify as the owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey access to all private streets and rights-of-way, water mains and sewer lines shown hereon in fee simple to the appropriate jurisdiction and further dedicate to the use of the public forever all alleys, parks, water courses, drains, easements and public places hereon shown for the purposes and consideration herein expressed. In consideration of the approval of this development plan and other valuable consideration, the owner further releases and holds harmless Kennesaw from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon and agrees that Kennesaw shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of roads, fills, embankments, ditches, cross drains, culverts, water mains, sewer lines and bridges within the proposed rights of way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams. And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that Kennesaw shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross drain extensions, drives, structures, street, culverts, curbs of sidewalk, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these presents.

All detention ponds shown are to be owned and maintained by project owners/homeowners associations.

The City of Kennesaw will not accept for perpetual maintenance for any detention facilities or anything outside city right-of-way.

Frank Boone 9-10-07
Owner Signature Date

OWNER'S ACKNOWLEDGEMENT FOR PUBLIC ACCESS

I hereby certify as the owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledge, do hereby convey all streets and rights-of-way, water mains and sewer lines shown hereon in fee simple to the appropriate jurisdiction and further dedicate to the use of the public forever all alleys, parks, water courses, drains, easements and public places hereon shown for the purposes and consideration herein expressed. In consideration of the approval of this development plan and other valuable consideration, the owner further releases and holds harmless Kennesaw from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon on account of the roads, fills, embankments, ditches, cross drains, culverts, water mains, sewer lines and bridges within the proposed rights of way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams. And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that Kennesaw shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross drain extensions, drives, structures, street, culverts, curbs of sidewalk, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these presents.

All detention ponds shown are to be owned and maintained by project owners/homeowners associations.

The City of Kennesaw will not accept for perpetual maintenance for any detention facilities or anything outside city right-of-way.

Frank Boone 9-10-07
Owner Signature Date

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, DRAINS, ALONES, FOR THE PURPOSES THEREIN EXPRESSED.

Frank Boone 9-10-07
OWNER DATE
FRANK D. BOONE FOR GENERAL 3 DEVELOPERS

SURVEYORS ACKNOWLEDGEMENT

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECT; SHOWING AND THAT ALL DIMENSIONAL REQUIREMENTS OF THE KENNESAW SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

SIGNATURE DATE AUGUST 14, 2007
VANCE W. RUHLING FOR RUHLING AND RUHLING LAND SURVEYORS INC.

Kennesaw Development Certification

This plat, having been submitted to Kennesaw and having been found to comply with the Kennesaw Development Standards and the Kennesaw Zoning Ordinance, is approved subject to the installation and dedication of all streets, utilities, easements and other improvements in accordance with the Standard Design Specifications and the posting of a one year maintenance bond.

Kennesaw Public Works Division — Date 7/2/07

Planning and Zoning Division — Date 9/11/07

City Engineer — Date 9/11/07

Construction and Development Division — Date 9/11/07

City Planning Director — Date 9/7/07

Mayor and City Council — Date 9-17-07

FLOOD HAZARD NOTE

This property does not lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of Cobb County, GEORGIA, Community Panel Number 130065 0030 F dated August 18, 1992.

This plat was prepared for the exclusive use of the person, persons, or entity named in the certificate hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.

This map of plat has been calculated for closure and is found to be accurate within 1 foot in 100,000 + feet.

This plat has been prepared using a theodolite reading directly to 1 second and an electronic distance measuring device reading directly to 1, one hundredth of a foot.

The field data upon which this map or plat is based has a closure precision of (1) foot in 10,000 + feet and an angular error of 4.0 per angle point, and was adjusted using compass rule.

Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be hypothetical and underground utilities and structures may be encountered that are not shown hereon. The undersigned and his employees shall hereby distinctly undertake that the surveyor is not responsible for the correctness or sufficiency of this information.

LEGEND

STANDARD ABBREVIATIONS		STANDARD SYMBOLS	
CI	CASTIN IRON		POWER POLE
CI	CAST IRON		WATER VALVE
CMP	CORRUGATED METAL PIPE		MANHOLE
CMP	CONCRETE MONUMENT FND		FIRE HYDRANT
CTP	CONCRETE PIPE	1 000.00	SPOT ELEVATION
DI	DROP INLET		GUY WIRE
FNC	FENCE		GAS LINE
FND	FOUND		WATER LINE
G	GAS		POWER LINE
GALV	GALVANIZED		WET AREA
W/	WIDEST		TRAFFIC FLOW ARROW
JB	JUNCTION BOX		LIGHT POLE
OPP	OPPOSITE		
OCP	OPEN COLD PIPE		
POB	POINT OF BEGINNING		
RBR	IRON REINFORCING BAR		
RCP	REINFORCED CONCRETE PIPE		
SS	SANITARY SEWER		
TEMP	TEMPORARY		
W	WATER		
OHP	OVERHEAD POWER		

1" = 40'

LEGAL DESCRIPTION OF THE PRIVATE PORTION OF BOONE DRIVE

ALL THAT TRACT or parcel of land lying and being in Land Lot 138 of the 20th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at a point formed by the intersection of the southerly right-of-way of Cherokee Street (a 40 foot right-of-way) with the southerly line of a Private Drive (Boone Drive, formerly known as Carrie Street), said point being THE TRUE POINT OF BEGINNING; THENCE continuing along the southeasterly right-of-way of Cherokee Street North 47 Degrees 31 Minutes 31 Seconds East a distance of 33.69 feet to a 5/8" steel bar found (a 40 foot right-of-way); THENCE leaving said right-of-way of Cherokee Street and traveling along the northerly line of said Private Drive (Boone Drive) South 70 Degrees 24 Minutes 42 Seconds East a distance of 258.13 feet to a 1/2" rebar found; THENCE continuing along said Private Drive (Boone Drive) North 69 Degrees 04 Minutes 59 Seconds East a distance of 17.39 feet to a 5/8" rebar set on the easterly line of said Private Drive (Boone Drive); THENCE continuing along the common line of said Private Drive (Boone Drive) and the Public Right-Of-way of Boone Drive (a 50 foot right-of-way) South 19 Degrees 43 Minutes 06 Seconds West a distance of 50.00 feet to a point; Thence continuing along the southerly line of said Private Drive (Boone Drive) North 70 Degrees 17 Minutes 54 Seconds West a distance of 88.58 feet to a 5/8" rebar set; THENCE North 16 Degrees 55 Minutes 18 Seconds East a distance of 8.49 feet to a 5/8" rebar found; THENCE North 70 Degrees 26 Minutes 55 Seconds West a distance of 12.01 feet to a 1/2" rebar found; THENCE North 70 Degrees 19 Minutes 00 Seconds West a distance of 207.05 feet to a 1/2" rebar found, on the southeasterly right-of-way of Cherokee Street (a 40 foot right-of-way), said point being THE TRUE POINT OF BEGINNING. Said tract contains 80960 square feet.

LOT	AREA	ACRES
1	4462	0.10
2	2580	0.06
3	2511	0.06
4	2515	0.06
5	2635	0.06
6	3021	0.07
7	8151	0.19
8	2717	0.06
9	2160	0.05
10	3455	0.08
11	3787	0.09
12	2735	0.06
13	3830	0.09
14	3798	0.09
15	2728	0.06
16	7398	0.17
17	2860	0.07
18	2998	0.07
19	3023	0.07
20	4333	0.10
21	4345	0.10
22	3005	0.07
23	3042	0.07
24	3008	0.06
25	3992	0.07
26	1984	0.05
27	1965	0.05
28	2975	0.07
OPEN SPACE NO 1	5637	0.13
OPEN SPACE NO 2	1843	0.03
OPEN SPACE NO 3	348	0.008

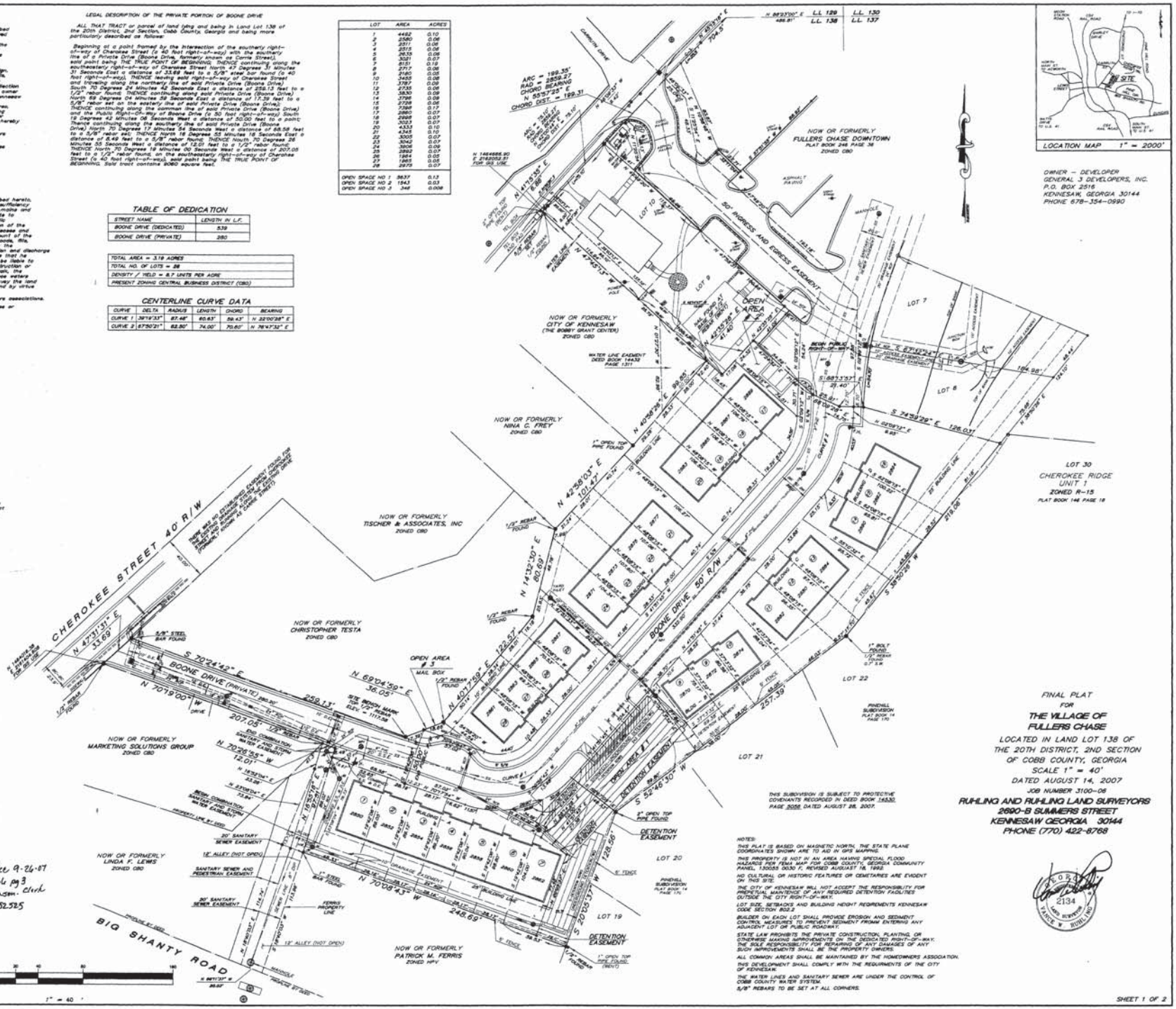
TABLE OF DEDICATION

STREET NAME	LENGTH IN L.F.
BOONE DRIVE (DEDICATED)	539
BOONE DRIVE (PRIVATE)	280

TOTAL AREA = 3.19 ACRES
TOTAL NO. OF LOTS = 28
DENSITY / YIELD = 8.7 UNITS PER ACRE
PRESENT ZONING CENTRAL BUSINESS DISTRICT (CBD)

CENTERLINE CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
CURVE 1	39°19'33"	87.48'	60.03'	58.43'	N 32°00'28" E
CURVE 2	87°50'21"	62.80'	74.00'	70.60'	N 76°47'32" E



Filed in Office 9-26-07
Plat Book 266 pg 3
Jay C Stephenson Clerk
CFI# 2007-152525

THIS SUBDIVISION IS SUBJECT TO PROTECTIVE COVENANTS RECORDED IN DEED BOOK 14530, PAGE 3056 DATED AUGUST 28, 2007.

NOTES:

THIS PLAT IS BASED ON MAGNETIC NORTH. THE STATE PLANE COORDINATES SHOWN ARE TO AID IN GPS MAPPING.

THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS PER FIRM MAP FOR COBB COUNTY, GEORGIA COMMUNITY PANEL 130065 0030 F, REVISED AUGUST 18, 1992.

NO CULTURAL OR HISTORIC FEATURES OR CEMETERIES ARE EVIDENT ON THIS SITE.

THE CITY OF KENNESAW WILL NOT ACCEPT THE RESPONSIBILITY FOR PROPERTY OR MAINTENCE OF ANY REQUIRED DETENTION FACILITIES OUTSIDE THE CITY RIGHT-OF-WAY.

LOT SIZE, SETBACKS AND BUILDING HEIGHT REQUIREMENTS KENNESAW CODE SECTION 802.2.

BUILDER ON EACH LOT SHALL PROVIDE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT SEDIMENT FROM ENTERING ANY ADJACENT LOT OR PUBLIC ROADWAY.

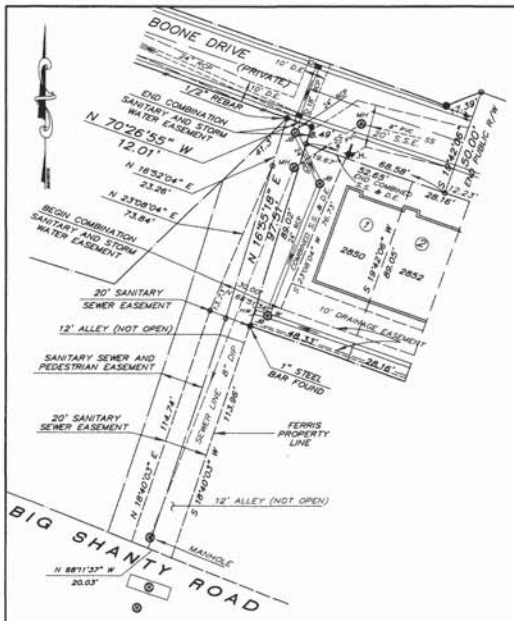
STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGES OF ANY SUCH IMPROVEMENTS SHALL BE THE PROPERTY OWNERS.

ALL COMMON AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THIS DEVELOPMENT SHALL COMPLY WITH THE REQUIRMENTS OF THE CITY OF KENNESAW.

THE WATER LINES AND SANITARY SEWER ARE UNDER THE CONTROL OF COBB COUNTY WATER SYSTEM.

5/8" REBARS TO BE SET AT ALL CORNERS.



Filed in Office 9-26-07
Plat Book 266 pg 4
Tony C Stephenson, Clerk of

MINUTES OF MAYOR & COUNCIL
CITY OF KENNESAW
City Council Chambers
Monday, July 17, 2006
6:30 p.m.

Mayor Church opened the meeting at 6:30 p.m.

Present: Mayor Leonard Church
Mayor Pro-tem Mark Mathews
Councilmember John Dowdy
Councilmember Cindy Giles
Councilmember Bruce Jenkins
Councilmember Bill Thrash
City Clerk Debra Taylor
City Manager Steve Kennedy
City Attorney Fred Bentley, Sr.

I. INVOCATION
Fred Bentley, Sr. led the invocation.

II. PLEDGE OF ALLEGIANCE
Zoning Administrator Darryl Simmons led the Pledge of Allegiance.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

V. PRESENTATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. PUBLIC HEARING(S)

A. Authorization for variance request submitted by Fuller's Chase Downtown, Inc. for property located at 2950 Cherokee Street. Property located in Land Lot 138, Tax Parcel 10. Variance required for structures not within 10% in height of surrounding structures. Said variance request seeks to amend this requirement; design of driveway/garages in front of residential unit; incorporating 3-story building height in design for proposed 28-town home development as per the Historic Design Review Guidelines. Application was advertised on June 23, 2006 in the Marietta Daily Journal. At a meeting held July 10th, the Planning Commission recommended approval, with the following stipulation: Developer will be required to present a complete landscaping and lighting plan to the Historic Preservation Commission (HPC) for Certificate of Appropriateness prior to any development permits being issued. STAFF RECOMMENDATIONS:

Zoning Administrator recommends approval of the variance with the stipulation: Developer will be required to present a complete landscaping and lighting plan to the HPC for Certificate of Appropriateness prior to any development permits being issued.

Zoning Administrator Simmons distributed the draft Planning Commission Minutes of June 12th. There are basically three main reasons for the applicant to request this variance – 1) the proposed structure is not within the 10% height of surrounding areas; 2) to incorporate a 3-story building height in design for proposed 28-town home development as per the Historic Design Review Guidelines; and 3) design of driveways/garages in front of residential unit. Councilmember Dowdy confirmed the implied motion is the recommendation from the Planning Commission.

6:35 PM Floor Opened For Public Comment

The applicant was present, and there were no comments from applicant or public.

6:35 PM Floor Closed to Public Comment

Mayor Church called for a vote on the implied motion to authorize the variance request submitted by Fuller's Chase Downtown, Inc. for property located at 2950 Cherokee Street with the stipulation that the developer will be required to present a complete landscaping and lighting plan to the HPC for Certificate of Appropriateness prior to any development permits being issued. Vote taken, approved unanimously 5-0. Motion carried.

IX. CONSENT AGENDA

A. Approval of June 19, 2006 Mayor and Council Minutes.

B. Approval of June 28, 2006 Mayor and Council Special Call Minutes.

C. Authorization for Mayor Church to execute cemetery deed to Carl and Alice Milam for the purchase of two (2) lots in the City Cemetery, being Section III, Land Lots A & B, of Block 44. Carl and Alice Milam purchased two lots in the City Cemetery on 6/29/06. This is authorization for the Mayor to execute said deed, in Section III, Lots A & B, Block 44 of the City Cemetery. Copy of deed attached. The City Clerk recommends approval.

D. Approval of participation by Mayor Protem Mathews in the 2006 Regional Leadership Institute, September 17-22. Mayor Protem Mathews has been selected as a participant in the 2006 Regional Leadership Institute class. The Institute will be held at the King and Prince Resort on St. Simons Island, Georgia, beginning promptly at 2:30 p.m. on the afternoon of Sunday, September 17th. Acceptance to RLI requires participation and attendance from Sunday, September 17th until noon on Friday, September 22nd. A full commitment to RLI includes daytime and evening events. Estimated cost for the Institute,

A. Authorization for Central Business District project approval submitted by Fullers Chase Downtown, Inc. for property located at 2950 Cherokee Street. Property identified as Land lot 138, of the 20th District, 2nd Section, Tax parcel 10. Owner is requesting project approval as required for the Central Business District zoning standards section 802.08. Property is zoned Central Business District/Kennesaw Historic District (CBD/KHD). Project is a proposed townhome development, Phase II, consisting of 28 Fee Simple townhome units. Project approval requires review and comments from the KDDA, Certificate of Appropriateness from the Historic Preservation Commission and finally approval from Mayor and Council. The KDDA will consider the project on July 11th.

Zoning Administrator Simmons said the KDDA and HPC minutes were attached to this agenda item for reference. This authorization is related to the public hearing item approved this evening (Item VIII-A). The applicant was present and there were no comments from the applicant or the public.

Mayor Church called for a vote on the implied motion to authorize the Central Business District project approval submitted by Fullers Chase Downtown, Inc. for property located at 2950 Cherokee Street. Vote taken, approved unanimously 5-0, motion carried.

XVI. FINANCE AND ADMINISTRATION (Councilmember Bill Thrash)
KENNETH TURNER, Director

A. Consideration to approve a special event sponsored by Rock 'N' Roll Foods, Inc. This event will include serving alcoholic beverages. This request is to allow Rock 'N' Roll Foods, Inc to hold a fund raiser known as Thunder Valley Rock Fest for Wellstar Cancer Program's Garden of Courage on August 4, 2006 thru August 6 2006 from 10:00 AM to 10:00 PM, with alternate rain dates of August 11, 2006 thru August 13, 2006. Rock 'N' Roll Foods, Inc. will be selling alcohol at this event and currently holds a City of Kennesaw alcohol license and other appropriate personnel will have the required pouring licenses. The event will take place on the vacant lot located behind Kings Crossing Shopping Center. A letter from the property owner stating that they could use the property is on file. They will coordinate with the police department for adequate staff for this event. No street closings are requested. The Chief of Police has approved the event. Finance Director recommends approval.

Finance Director Turner withdrew his recommendation for approval of the special event and is recommending denial. The Chief of Police has also changed his recommendation. Mr. Turner said the application was for a weekend long outdoor festival. Staff discovered it will be a Thunder Valley Rock Fest who will be partnering with multiple liquor manufacturers/sellers. This was not stated on the application, and Mr. Turner made multiple phone calls to the applicant which were not returned. The application also failed to state vendors spots were being sold at $500 each, or $200 each without power. Selling alcohol in an open function, with beer wagons, was never stated. Attorney Bentley told the applicants to make note – they cannot sell alcohol on property that is not approved for that purpose unless it is a completely closed event. They would need to provide a list of attendees and a City Police Officer is required to be at a closed event where alcohol is served.

MINUTES OF MAYOR & COUNCIL
CITY OF KENNESAW
City Council Chambers
Monday, September 5, 2006
6:30 p.m.

Mayor Church opened the meeting at 6:30 p.m.

Present: Mayor Leonard Church
Mayor Pro-tem Mark Mathews
Councilmember John Dowdy
Councilmember Cindy Giles
Councilmember Bruce Jenkins
Councilmember Bill Thrash
City Clerk Debra Taylor
City Manager Steve Kennedy
City Attorney Fred Bentley, Jr.

I. INVOCATION
Fred Bentley, Jr. led the invocation.

II. PLEDGE OF ALLEGIANCE
Police Chief Callahan led the Pledge of Allegiance.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

Mayor Church recognized Judge Jim Bodiford and Helen Gorham as being present at tonight's meeting.

JUDGE BODIFORD: He is running for Chief Superior Court Judge for the sixth time and encouraged the public to vote. Even though he is running unopposed, he asked the public to exercise their right to vote.

V. PRESENTATIONS

A. Mayor Church and Councilmember Jenkins presented Police Chief Callahan with the Kennesaw Proclamation declaring September as National Preparedness Month. September has been declared National Preparedness Month by the U.S. Department of Homeland Security. This is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools. The goal of the month is to increase public awareness about the importance of being prepared for emergencies and to encourage individuals to take action. More information regarding emergency preparedness is available at www.georgia911.org, www.ready.gov, www.citizencorps.gov

are equipped with exterior sound systems, which will be operated by a Falcons staff emcee. The event is free, open to the public, and will include Atlanta Falcons football trivia contests and football ticket give-aways. Council approved the use of the City parking lot near Trackside Grill as the designated event area. The Public Relations Coordinator has contacted the Special Events Committee and will be presenting the event information to that Committee on Wednesday, September 6 at 4:00 p.m. The Public Relations Coordinator recommends Council approving the event being hosted in the City pending approval by the Special Events Committee.

Mayor Church called for a vote on the implied motion to approve the Consent Agenda, engross. Vote taken, approved unanimously 5-0. Motion carried.

X. COMMITTEE AND BOARD REPORTS

DEPARTMENT REPORTS

XI. POLICE DEPARTMENT (Councilmember Bruce Jenkins)
TIM CALLAHAN, Chief
No items.

XII. INFORMATION TECHNOLOGY (Councilmember Mark Mathews)
TERI CHAMBERS, Director
No items.

XIII. PUBLIC WORKS (Councilmember Bill Thrash)
WOODY MCFARLIN, Director
No items.

XIV. RECREATION AND CULTURE AGENCY (Councilmember John Dowdy)
JEFF DROBNEY, Agency Director
DOUG TAYLOR, Director
No items.

XV. COMMUNITY DEVELOPMENT (Councilmember Cindy Giles)
ROBERT FOX, Director
DARRYL SIMMONS, Zoning Administrator
MARK RICE, Building Official

Motion by Councilmember Thrash to add the described over to the agenda, seconded by Councilmember Giles. Vote taken, approved unanimously 5-0. Motion carried. ITEM: Authorization for the City Attorney to prepare utility easement for water service to The Village at Fullers Chase and for the Mayor to execute easement. The Village at Fullers Chase entails 28 town homes requiring an 8" water main for service to the residences and hydrants. The developer in consultation with Kennesaw Public Works, Cobb Water and the developer's consulting engineer determined the most feasible location for the water line is from Cherokee Street across lots 9 and 10 of Fullers Chase Phase 1; then clipping the back southeast corner of the City owned Bobby Grant Center property for 0.038 acres. The developer has provided for the utility easement on lots 9 and 10 (see attached drawing). The service line for Phase 1 is 3" and is inadequate for the second phase. The IVM width of the new drive to Cherokee Street (Boone Drive) has insufficient width for the utility line. Access to the water main on Big Shanty is not feasible due to inadequate width of the existing utility easement. This is a non-exclusive agreement and the developer would be financially responsible for relocation costs (of the utilities) if necessary. Community Development Director, Bob Fox, recommends approval.

Motion by Councilmember Thrash to approve easement for water service to The Village at Fullers Chase and for the Mayor to execute a non-exclusive easement with the condition the developer or applicant pay cost of platting and provide City with metes and bounds description, motion seconded by Councilmember Giles. Vote taken, approved unanimously 5-0. Motion carried.

XVI. FINANCE AND ADMINISTRATION (Councilmember Bill Thrash)
KENNETH TURNER, Director
No items.

XVII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

RON PAPLIONI (General Manager, Lake Allatoona Preservation Authority): Mr. Paplioni expressed his appreciation to the City for what we do with zoning and storm water management because a good portion runs into the water shed. This is our water shed, where we get the drinking water so we should have a vested interest. Big development on the north side of the lake is occurring and will have an impact and will certainly economically impact the City of Kennesaw, as the Lake has done for the past 53 years.

XVIII. CITY MANAGER'S REPORT - Steve Kennedy

City Manager Kennedy reported the home rule Charter amendment on taxation was not on tonight's agenda because the public hearing dates were omitted in the legal ad. As well, he requests another ordinance as written, be changed to allow regular meetings be called and voted upon as needed. This will allow a final public hearing at a third regular meeting to be held on September 23rd. The budget and revised Personnel Manual will also be adopted at this meeting. City Attorney Bentley said he recommends amending specific code to permit additional regular meetings be held if approved by Mayor and Council.

XIX. MAYOR'S REPORT

A. Appointments to any Boards and Commissions requiring appointments by the Council. This item is for (re)appointments made by the City Council to any Board or Commission requiring an appointment to fill any vacancies or resignations.

No items.

B. Mayoral appointments to standing Boards and Committees. Appointments to any Boards and Committees made by the Mayor to fill any vacancies, resignations, and to create or dissolve committees, as deemed necessary.

HISTORIC PRESERVATION COMMISSION

MINUTES

June 20, 2006
Community Development Conference Room, Downstairs
6:30 P.M.

Members present: Mark Williams, Cindi Michael, Dale Burrell, Charles Lilly, Arthur Hunt

Members absent: Sharon Sarkodaklis, Joan Groom

Visitors & Staff: Pam Carter, Jeff Drobney, Bob Fox, Julia McPherson, Gordon Counts

I. Call to Order

Chairman Williams called the meeting to order at 6:32 pm.

II. OLD BUSINESS
(a) Review & Approval of Minutes – 5/09/06

Mr. Lilly made a motion to approve the Minutes, seconded by Ms. Michael. Motion carried. Vote 5-0.

(b) Historic Plaque Update

Chairman Williams stated that the Utility Protection Center should have all the properties marked for utilities by June 22nd and the Scouts are to start placing the markers on Monday. Discussion was held regarding getting the City to help place stakes where the plaques are to be placed on the property. Mr. Fox stated he would check with Public Works. Chairman Williams stated he would go with City staff.

(c) Historic Design Guidelines Manual Update

Mr. Fox stated that the 2nd draft had been received and that a meeting was held to discuss the final revisions. Final edits will be made and the final product returned for review.

III. NEW BUSINESS
(a) Applications for Certificate of Appropriateness

1. Application for Certificate of Appropriateness for new construction located at 2950 Cherokee Street (Land Lot 138, Parcel 10), applicant is Frank Boone, Fullers Chase Downtown, Inc. Property in Historic District.

Chairman Williams reviewed the Application for COA. Ms. Carter and Mr. Counts were in attendance to represent Fullers Chase. Chairman Williams asked if there were any questions regarding the project.

Discussion was held regarding the materials, windows, parking, height and variances. The variance request will go before Planning Commission on July 10th and Mayor and Council on July 17th.

Mr. Burrell made a motion to approve the Certificate of Appropriateness based upon Dr. Drobney's analysis and pending the mechanical system (specifically the location of the HVAC units), lighting plan, and landscaping plan are submitted to the HPC for approval at a later day, seconded by Ms. Michael.

Mr. Burrell amended the motion to approve the Certificate of Appropriateness based upon Dr. Drobney's analysis and pending the mechanical system (specifically the location of the HVAC units), lighting plan, and that the landscaping plan be completed by a licensed Landscape Architect and sealed and submitted to the HPC for approval before breaking ground, seconded by Ms. Michael. Motion carried. Vote 5-0

(b) Applications Approved Administratively by Jeff Drobney - NONE

IV. Adjournment

Mr. Burrell made a motion to adjourn at 7:45 pm, seconded by Mr. Lilly. Motion carried. Vote 5-0.

Respectfully submitted, this 20th day of June 2006

Mark Williams
Chairman

Minutes taken and typed by Julia McPherson

NOTICE: Any person who desires to appeal any decision from this meeting will need a record of the proceedings, and for the purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. The Agenda is designed to enable more efficient use of the HPC's time. It is not designed to restrict discussion or input.

If you need special accommodations to attend or participate in our meetings, please contact City Hall at least 24 hours in advance of the specific meeting you are planning to attend.

The next scheduled meeting of the Historic Preservation Commission will be 6:30 p.m. on Tuesday, July 18, 2006.

MINUTES OF
MAYOR & COUNCIL AND
HISTORIC PRESERVATION COMMISSION
THE VILLAGE OF FULLERS CHASE
LOCATED IN LAND LOT 138 OF
THE 20TH DISTRICT, 2ND SECTION
OF COBB COUNTY, GEORGIA
SCALE 1" = 30'
DATED AUGUST 14, 2007

RUHLING AND RUHLING LAND SURVEYORS
2690-B SUMMERS STREET
KENNESAW GEORGIA 30144
PHONE (770) 422-8768

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	Approval of RESOLUTION authorizing the Housing Authority of Cobb County to operate within the corporate limit of the City of Kennesaw for the Sole Purpose of Participating in the Ownership, Renovation and Operation of the Existing Walton Ridenour Project.
Agenda Comments:	Walton Communities owns an approximately 250 unit affordable housing project located in the city limits of Kennesaw know as Walton Ridenour Apartment Homes located at 1425 Ridenour Blvd. Walton Communities has the opportunity to receive an allocation of Federal and State of Georgia income tax credits from DCA for the acquisition and rehabilitation of the Walton Ridenour project. To qualify for the tax credits one of the requirements is issuance of tax exempt revenue bonds. The existing Walton Communities cannot own more then 50% of the project. To facilitate change in ownership percentage and to access enterprise agreement provisions of the State of Georgia Housing Authorities Law requires participation in project ownership of a housing authority. The Housing Authority of Cobb County has indicated a willingness to participate in the project based on their excellent experience with Walton Communities and given the fact the City of Kennesaw does not have a housing authority. The Housing Authority of Cobb County has indicated a willingness to share the revenues from the transaction with the City of Kennesaw or one or more of its related entities. Support of the Resolution for the Housing Authority of Cobb County to operate with the City specific to the Walton Ridenour project will a) keep Walton Ridenour Project as a significant part of affordable multifamily housing in Kennesaw, b) continue Walton Communities as owners of Walton Ridenour Project, c) facilitate the renovation of the project, d) not require or burden the City, e) provide an

	opportunity for the City and related entities to participate in revenue sharing. The City Manager and Economic Development Director recommend approval.
Funding Line(s)	NA

ATTACHMENTS:

Description	Upload Date	Type
RES 2020- Cobb County Housing Authority	7/1/2020	Resolution
Summary Memo Walton Ridenour	6/25/2020	Backup Material
Summary Letter Walton Ridenour	6/25/2020	Backup Material

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2020-___, 2020

RESOLUTION APPROVING THE HOUSING AUTHORITY OF COBB COUNTY TO OPERATE WITHIN THE CORPORATE LIMITS OF THE CITY OF KENNESAW FOR THE SOLE PURPOSE OF PARTICIPATING IN OWNERSHIP (INCLUDING RELATED LAND), RENOVATION, AND OPERATION OF THE EXISTING WALTON RIDENOUR PROJECT AND ANY CHANGES IN WALTON COMMUNITIES RELATED OWNERSHIP OF THE WALTON RIDENOUR PROJECT

WHEREAS, certain Walton Communities related entities own an approximate 250 unit affordable multifamily housing project located in the city limits of the City of Kennesaw, Georgia (the "City") known as Walton Ridenour Apartment Homes at 1425 Ridenour Blvd, Kennesaw, Georgia 30152 (the "Walton Ridenour Project"). This project was financed as a 100% affordable apartment project in 2004 (a) in part with multifamily housing revenue bonds issued through the Kennesaw Development Authority ("KDA") and (b) with proceeds of sale by Walton Communities related entities of Federal and State of Georgia income tax credits allocated to this project by the State of Georgia Department of Community Affairs ("DCA"). The bonds were refinanced through bonds issued by KDA in 2013 and an amendment to the 2013 documents approved by KDA in June or July 2018; and

WHEREAS, a to be created Walton Communities related entity has an opportunity to receive an allocation of Federal and State of Georgia of Georgia income tax credits from DCA for acquisition and rehabilitation of the Walton Ridenour Project. To qualify for the tax credits, one of the requirements is issuance of tax exempt revenue bonds to finance part of the costs. To access tax exempt revenue bonds, the existing Walton Communities related persons or entities cannot own more than 50% of the project. Through an Inducement Resolution and resultant Inducement Letter adopted and issued by KDA in 2019 and pursuant to a Walton Communities related entity's request to DCA, what is known as a "carryforward State of Georgia tax exempt bonds volume cap allocation" was obtained for KDA specifically for the proposed Walton Ridenour acquisition and rehabilitation project (the "carryforward allocation") meaning that the required for Federal and State tax credit allocation tax exempt bonds requirement can be met. The carryforward allocation is specific to KDA and specifically for the proposed Walton Ridenour acquisition and rehabilitation project. KDA will be issuer of the bonds and recipient of the permitted annual 1/8th of one percent of the principal amount of bonds outstanding issuer fee related to the bonds; and

WHEREAS, to facilitate change in ownership percentage of the Walton Ridenour Project and to access the enterprise agreement provisions of State of Georgia Housing Authorities Law (the "Housing Authorities Law") requires participation in project ownership of a housing authority. The City of Kennesaw does not presently have a housing authority and after review of requirements of a housing authority and the City staffing situation resulting from COVID 19, the City Manager has determined that the City is not sufficiently (and will not likely soon be sufficiently) staffed to adequately support a housing authority and the necessary subsidiary entities

required to successfully facilitate acquisition of interests in a general partner limited liability entity and a development limited liability entity for acquisition and rehabilitation of the Walton Ridenour Project. The City Manager has recommended to the Mayor and Council, and by adoption of this Resolution the Mayor and Council agree, not to at present create a Housing Authority of the City of Kennesaw. Having been made aware that the Housing Authority of Cobb County (the "Cobb Authority") in 2019 successfully undertook a similar acquisition and rehabilitation project of an existing similarly sized Walton Communities project located in the unincorporated area of south Cobb County and known as Walton Reserve Apartment Homes, City staff reached out to the Chairman of the Cobb Authority asking if the Cobb Authority would be interested in doing a proposed Walton Ridenour transaction similar to Walton Reserve and share some of the revenues to the Cobb Authority resulting from such a transaction with the City or one or more of its related entities. The Cobb Authority Chairman responded that if the City was interested in proceeding, given the excellent relationship the Cobb Authority has developed with Walton Communities, the excellent reputation of Walton Communities in Cobb County and elsewhere and satisfaction of the Cobb Authority with the results and process of the Walton Reserve transaction, he would strongly recommend to the Cobb Authority that it undertake the Walton Ridenour project and revenue share with the City and one or more of its related entities; and

WHEREAS, City staff and the Mayor and Council agree (a) that there is a need to maintain affordable rental housing in the City, (b) that Walton Ridenour has been an asset to the City in meeting some of its affordable rental housing needs and (c) that City staff and the Mayor and Council wish to be supportive of Walton Communities' related entities involvement in ownership and operation of Walton Ridenour and maintenance of Walton Ridenour as an affordable rental housing project; and

WHEREAS, involvement of the Cobb Authority enables the City Staff and Mayor and Council to meet objectives of (a) being supportive of Walton Communities, (b) keeping the Walton Ridenour Project as a significant part of the affordable multifamily housing supply in the City, (c) continuing Walton Communities related entities and individuals as owners of the Walton Ridenour Project, (d) not requiring City staff support for or need to create a Housing Authority of the City of Kennesaw and (e) capturing part of the revenue opportunities associated with participation in the proposed Walton Ridenour Project ownership restructuring and project renovation; and

WHEREAS, the Housing Authorities Law precludes a county housing authority from operating within the corporate limits of any city unless a resolution shall have been adopted by the governing body of such city, and also by any housing authority which shall have been theretofore established and authorized to exercise its powers in such city, declaring that there is a need for the county housing authority to exercise its powers within such city; and

WHEREAS, the Mayor and Council of the City of Kennesaw wish to approve the Housing Authority of Cobb County operating with in the corporate limits of the City of Kennesaw solely for the purpose of participating in ownership (including related land), renovation and operation of the existing Walton Ridenour Project.

NOW THEREFORE, be it resolved and it is hereby resolved as follows:

The Housing Authority of Cobb County may operate within the corporate limits of the City of Kennesaw for the sole purpose of participating in ownership (including related land), renovation and operation of the existing Walton Ridenour Project and any changes in Walton Communities related ownership of the Walton Ridenour Project. The City declares that there is a need for the Housing Authority of Cobb County to exercise its powers within the city in this manner.

The above approval is not intend to and nor does it approve Housing Authority of Cobb County ownership, or ownership participation, or operation of any existing or future project or facility located within the corporate limits of the City of Kennesaw. Any such project or facility will require a separate resolution of the Mayor and Council of the City.

The above approval becomes effective on the calendar date of the last signature to yet to be negotiated revenue sharing agreement(s) with the City and any applicable City related entities executed within 90 days of the adoption of this resolution. The above approval remains in effect so long as any tax-exempt or taxable bonds issued in relation to the Walton Reserve Project are issued through the KDA or, if for some reason are not or cannot be issued through the KDA, then continuance of this approval requires approval of a resolution to that effect by the Mayor and Council.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of July, 2020.

ATTEST: CITY OF KENNESAW

_____ _____

Lea Addington, City Clerk Derek Easterling, Mayor

RAYMOND JAMES®

Memo

To: Dr. Jeff Drobney, City Manager

From: Gordon Mortin, Managing Director Raymond James & Associates

Date: June 20, 2020

Subject Request of Bob Fox to Provide You a Short Summary of a Proposed Walton Ridenour Transaction and Proposed Involvement of Housing Authority of Cobb County

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The current owners of Walton Ridenour offered the City of Kennesaw an opportunity to partner with a to be created new Walton related entity to acquire from the existing Walton related entity and rehabilitate the existing Walton Ridenour Apartments (collectively, the "Project") in order to facilitate Walton's continued operation of Walton Ridenour as an affordable rental housing project. The City, through Kennesaw Development Authority Executive Director Bob Fox, in a communication to me on April 12, 2019 posed a list of questions he compiled based on conversations with various people. Responding to his questions resulted in a 12 page communication from Tom Owens and myself laying out not only Bob's direct questions and answers thereto, but also provided information on a very similar project undertaken by the Housing Authority of Cobb County (the "Cobb Authority") with Walton Community related entities on a project similar to Walton Ridenour located in south Cobb County and known as Walton Reserve Apartment Homes ("Walton Reserve"). The communication also detailed actions that would be required by the City, which included creation of a City of Kennesaw Housing Authority and four related subsidiary entities and jointly with KDA two jointly owned subsidiary entities. KDA would also have to create four subsidiary entities and participate in the two jointly owned subsidiary entities.

A question Bob did not ask but useful in understanding the process, was "since the Project will not be undertaken or financed until spring 2021, why is it necessary to make certain business and structure decisions now?" The Project is proposed to be funded from (a) proceeds of tax exempt bonds for which State of Georgia Department of Community Affairs ("DCA") awarded 2019 State tax exempt bond volume cap to Kennesaw Development Authority ("KDA") (which would have otherwise expired unused) as what is known as a "carryforward" allocation for the specific purpose of financing part of the costs of the Project, (b) proceeds of sale of 4% Federal and corresponding State income tax credits to be awarded by DCA based on a joint application of Walton and Housing Authority of the City of Kennesaw ("KHA") to be completed in 2020 and (c) a subordinate loan from certain of the existing Walton owners of Walton Ridenour Apartments. Based on recent communications between Walton Communities and DCA, the Project will be a priority project at DCA for tax credit approval in 2020, which is expected to result in the Project making application for the 4% tax credits in July of 2020. To complete its application, Walton needs to know the participation of Kennesaw in the proposed transaction.

There are revenue opportunities that could result from participation in the transaction that could be significant. Tom and I did not set these out in the response to Bob because we did not want to create expectations that might never come true. There are three primary revenue participation opportunities. One is participation in the project development fee, another is participation in

annual revenues and the third is participation in any back end (at refinance or sale) revenues. Because Walton Reserve and Walton Ridenour are real estate transactions, front end forecasts can end up being much different than what actually happens. The Cobb Authority Walton Reserve transaction potentially will provide the Cobb Authority with about $850,000 from the development fee, about $60,000 annually and possibly at refinancing or sale (15 or more years from now) about $2 million. All this could be zero, what is expected, more than expected or anywhere in between.

After what I understand from Bob was a very careful and extensive review of the material presented, and in light of COVID 19 and the resulting staff reductions together with Bob Fox's upcoming retirement, you informed Bob and consequently us that your recommendation to Mayor and Council is not to create a Housing Authority of the City of Kennesaw, which means that other than as issuer of the Bond by KDA, the project as envisioned cannot be accomplished. You expressed hope that Walton entities would continue ownership and management of Walton Ridenour and you thought the City would be as supportive as it could be of the Walton team and the Project.

Tom and I mentioned to Bob that the Cobb Authority could do the Project jointly with the Walton Communities related entities just as it has on Walton Reserve. This would allow the City to be supportive of Walton Communities' efforts on Walton Ridenour. Tom and I also thought that the Cobb Authority would be willing to share revenues it receives from its participation in the Project with the City and/or at the direction of the City with certain City entities. You have expressed support for this approach and based on your expression, I have discussed such an arrangement with the Chairman of the Cobb Authority. The Chairman expressed to me strong support for such an arrangement and would strongly recommend the arrangement to the Cobb Authority. To accomplish such an arrangement legally, the Mayor and Council need to approve a resolution authorizing the Cobb Authority to operate within the City limits but such approval is limited exclusively to the Project (the "Resolution"). The Resolution is not blanket approval to operate inside Kennesaw for any other purpose.

The first step is for the City to approve the Resolution and I am enclosing a form of Draft Resolution which I have also sent to attorneys Fred Bentley, Jr. and Randall Bentley for them to turn into a proper resolution for your consideration. . Scott Cochran as General Counsel to the Cobb Authority and the Cobb Authority Chairman have also received a copy of this draft form of resolution. The Cobb Authority Chairman will review and pass comments to Scott Cochran who will communicate his and the Chairman's comments to Fred and Randall,

You will note in the Draft form of Resolution that the approval of the Cobb Authority to participate in the Project is not effective until the date of the last signature to any Revenue Sharing agreements, which agreements are to be completed within 90 days of approval of the Resolution. As I set forth in the cover letter to you with this Memo, Raymond James is by contract Municipal Advisor to the KDA on the Bonds to be issued to finance the Project. Raymond James is also by contract Municipal Advisor to the Cobb Authority for all multifamily housing projects which would include the Project. These Municipal Advisory contracts mean that Raymond James is conflicted. Raymond James internal counsel have determined that the only area of conflict, give the expected structure of the transaction is the Revenue Sharing agreement(s). To resolve this conflict, Scott Cochran as General Counsel to the Cobb Authority and Fred Bentley and Randall Bentley as KDA and City General Counsel, respectively have agreed that they will be responsible for negotiations of the Revenue Sharing agreement(s) without **any** output from Raymond James.

If you have questions or need additional information, please call me at (404) 626-5369.

RAYMOND JAMES®

June 20, 2020

Dr. Jeff Drobney, City Manager
2529 JO Stephenson Avenue
Kennesaw, Georgia 30144

1. Request of Bob Fox to Provide You a Short Summary of a Proposed Walton Ridenour Transaction and Proposed Involvement of Housing Authority of Cobb County

2. Disclosure of Raymond James Conflict of Interest Resulting from Involvement of Housing Authority of Cobb County.

Dear Jeff,

In light of your discussions with Gina Auld and Bob Fox following your collective review of a response memo I prepared to written questions provided by Bob Fox regarding a potential ownership restructure and refinance of Walton Ridenour Apartment Homes and your preliminary decision to recommend to the Mayor and Council that the City ***not*** create a Housing Authority of the City of Kennesaw to facilitate the Walton desired ownership restructure, I proposed to Bob that the Housing Authority of Cobb County (the "Cobb Authority") be given permission by the Mayor and Council of the City to operate within the City limits solely in connection with Walton Ridenour Apartment Homes ownership restructure and rehabilitation (the "Walton Project"). You responded positively to Bob and he asked me to prepare a concise memo (two or less pages) to aid you in preparation of information you send to the Mayor and Council in connection with the meeting agenda for the June 29, 2020 City Council meeting and your recommendation that the proposed resolution be approved.

Memo:

Enclosed is the memo and a draft form of a proposed resolution (to be prepared by attorneys Fred and Randall Bentley to allow the Cobb Authority to operate within the City limits exclusively for the purpose of the Walton Project. I have circulated the proposed resolution to Fred Bentley, Jr. and Randal Bentley, Scott Cochran (General Counsel to the Cobb Authority) and Marvin Shams (Chairman of the Cobb Authority) for review and comment.

You will note in the draft Resolution, that the as drafted effective date of the Resolution is the date of the last execution signature on a revenue sharing agreement between the Cobb Authority and the City and maybe one or more of the City's authorities such as the Kennesaw Development Authority ("KDA") or Kennesaw Downtown Development Authority ("KDDA"). This agreement (or agreements) is/are collectively referred to herein as "Revenue Sharing Agreement."

Conflict of Interest:

Introduction of the Cobb Authority into the Walton Project has created a "Conflict of Interest" for Raymond James that did not exist when you were considering creation of a City of Kennesaw Housing Authority. This conflict occurs because Raymond James is Municipal Advisor to the Cobb Authority for all Multifamily Housing transactions. Raymond James also has a Municipal Advisor

Contract with KDA in connection with issuance of multifamily housing revenue bonds for the Walton Project. Raymond James believes that the only actual conflict is in negotiation of terms of the Revenue Sharing Agreement. To avoid this conflict, Scott Cochran (General Counsel to the Cobb Authority) and Fred Bentley Jr/Randall Bentley as Counsel to the KDA and the City, respectively) have agreed to negotiate terms of the Revenue Sharing Agreement without any input whatsoever from Raymond James. We ask that you, on behalf of the City, acknowledge this potential conflict and agree in writing that the prosed Scott Cochran/Fred Bentley/Randall Bentley negotiation arrangement resolves this conflict to the City's satisfaction.

General:

Please call me at (404) 626-5369 with any questions, comments or revisions you would like made to the memo. This letter and the enclosed memo are not designed to be sent to the Mayor and Council, however I have no objection to your sending to the Mayor and Council if you find it useful to do so.

Sincerely,

Gordon K. Mortin
Managing Director

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

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

Regular Meeting Agenda
7/6/2020 6:30 PM
Council Chambers

Title of Item:	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.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Board Liasons	5/4/2020	Backup Material
911 Advisory Board	3/6/2020	Backup Material
Art & Culture	4/8/2020	Backup Material
Cemetery Preservation	5/8/2020	Backup Material
City Sports Association	1/7/2020	Backup Material
Construction Board of Appeals	1/7/2020	Backup Material
Depot Park Amphitheatre	1/7/2020	Backup Material
Ethics Committee	1/7/2020	Backup Material
Historic Preservation Commission	1/23/2020	Backup Material
KCAC/KKB	1/28/2020	Backup Material
Kennesaw Development Authority	4/17/2020	Backup Material
Kennesaw Downtown Development Authority	3/24/2020	Backup Material
License Review Board	1/28/2020	Backup Material
Planning Commission	4/21/2020	Backup Material

Public Art Commission	1/7/2020	Backup Material
Recreation Center Development	1/7/2020	Backup Material
Urban Redevelopment Agency	1/7/2020	Backup Material

2020 Mayor's Appointments

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

COURTS (term indefinite):
H. LUKE MAYES, Chief Judge/Probably Cause Judge
CHARLES CHESBRO, Associate Judge
RICHARD BLEVINS, Associate Judge

BENTLEY, BENTLEY & BENTLEY, Law Firm and Solicitor

MAULDIN & JENKINS, LLC, Auditor

CROY ENGINEERING, City Engineer

JEFF DROBNEY, City Manager
LEA ADDINGTON, City Clerk

2020 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 Chris Henderson, Alternate Kennesaw Councilmember	404-599-5761 (c) pferris@kennesaw-ga.gov 404-599-6189 (c) chenderson@kennesaw-ga.gov
Tim Richardson Acworth Alderman Brent North Acworth Alderman	770-974-3112 (City Hall) trichardson@acworth.org 770-974-3112 (City Hall) bnorth@acworth.org
Linda Davis Kennesaw 911 Director	404-664-3665 (c) ldavis@kennesaw-ga.gov
Randy Crider Cobb County Fire	770-528-8000 (w) randal.crider@cobbcounty.org
Destiny Davidson Cobb 911	770-499-4105 Destiny.davidson@cobbcounty.org
Metro Ambulance	Devan Seabaugh 770-693-8402 (w) Devan.Seabaugh@MAAS911.com

2020 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	2985 Downing Ln, NW Kennesaw 30144 backuskaren@gmail.com 404-229-7592	2021 [2 yr term]
Clemens Bak	13 Boones Ridge Parkway Acworth 30102 crbakdesign@yahoo.com 770-676-4156	2022 [3 yr term]
Daniel Barnard	3365 Fawn Trail Marietta, GA 30066 Danielbarnard68@att.net (c) 678-551-3823	2022 [3 yr term]
Valerie Dibble	3000 N. Main Street Kennesaw 30144 vdibble@kennesaw.edu 404-702 2960 (cell)	2021 [2 yr term]
Madelyn Orochena	2981 N. Main Street Kennesaw 30144 madelynorochena90@gmail.com 770-851-7099	2022 [3 yr term]
Carol Sills	1514 Barksdale Court NW Kennesaw 30152 csills2859@att.net 678-290-9199	2022 [3 yr term]
Lance A. Lewin	1026 Peace Drive Kennesaw, 30152 lance.visualizingart@gmail.com 678-294-0502	2021 [2 yr term]
Staff Liaison: Darryl Simmons	(770) 424-8274 ext 3121 dsimmons@kennesaw-ga.gov	---
Council Liaison: James Eaton	jeaton@kennesaw-ga.gov 404-496-2565	---
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

2020 CEMETERY PRESERVATION COMMISSION

Cemetery Preservation Commission Members – 7 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
Joe Bozeman, Jr.	Jboz807349@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 ajbramlett@outlook.com	
Lewis P. Bramlett	2990 Summerfield Court Kennesaw 30152 lpbramlett@hotmail.com (c) 770-235-5888 (h) 770-794-1622	Dec. 2020
Linda Davis	ldavis@kennesaw-ga.gov 779-4248274 ext 3051	Dec. 2020
Mary Helyn Hagin	mhhagin@gmail.com (h) 770-427-5563 (c) 404-316-2154 1459 Ridgeway Drive Acworth, GA 30102	Dec. 2020
Loriann White	5355 Orchard Place Douglasville, GA 30135-2525 (404) 406-0617 loriannwhite83@gmail.com	Dec. 2021
Vacant		Dec. 2017
Vacant		Dec 2021
Council Liaison: David Blinkhorn, Primary	(c) 404 599-6185 dblinkhorn@kennesaw-ga.gov	---
Council Alternate: Pat Ferris	(c) 404 599-5761 pferris@kennesaw-ga.gov	

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

2020
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 770 422-9714 ext 3210
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	presidentofkba@gmail.com cell: 678 749-8018 home:
Kenny Phillips (President, Kennesaw Youth Football Association)	phillipskenn@gmail.com Cell: 404 396-9181
Bill McNair P&R Assistant Director	bmcnair@kennesaw-ga.gov 770 422-9714 ext 3013
Chris Henderson, Council Liaison	chenderson@kennesaw-ga.gov 404 599-6189
Tracey Viars, Alternate Council Liaison	chenderson@kennesaw-ga.gov 404-599-6189
Trici Styles, P&R, Program Coordinator/Committee Secretary	tstyles@kennesaw-ga.gov 770 422-9714 ext 3211

2020 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
Keith McCowen		
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
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
Jason Willis		Dec. 2022
Scott Banks, Building Official	City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw 30144 sbanks@kennesaw-ga.gov 404-964-3298	---

S:/committees/2020/Construction Board of Appeals Members

2020 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	tviars@kennesaw-ga.gov 404-822-8589
Candice Wharton	candicewharton@gmail.com 770-596-2594
Joyce Yung	joycekyung@bellsouth.com 404-987-9181

2020 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	3150 Kirkwood Drive, Kennesaw 30144 bkboughner@bellsouth.net 678 595-5759	Dec. 2021
Ron Davis	2619 Winterthur Main NW Kennesaw, GA 30144 Rodavis57@gmail.com 404 909-9157	Dec. 2020
Chelsey Kinsinger, Chair	3153 Kirkwood Drive NW Kennesaw, GA chelsey.kinsinger@gmail.com 404 543-4970	Dec. 2021
Shannon Ortiz	2803 Fullers Alley Kennesaw, GA 30144 s.ortiz7078@gmail.com 678 576-7898	Dec. 2020
Karen Whipple, Secretary	3748 Park Trace, Kennesaw Ga 30144 kwhipple@bellsouth.net 404 538-8085	Dec. 2021

2020 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	3846 Maybreeze Road Kennesaw 30144 marykb@gmail.com (c) 770-401-2121	Dec 2020
Rachel Butler Secretary	4192 Gramercy Main Kennesaw 30144 rachelzmadrid@gmail.com 770-842-9902	Dec 2021
Mike Ferguson Treasurer	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. 2021
Robert Sterling	3843 Nowlin Road Kennesaw 30144 bsterling@dot.ga.gov (c) 770-885-5669	Dec 2020
Kevin Whipple Vice Chair	1261 Wynford Colony NW Marietta 30064 whipple.kevin@gmail.com (c) 404-309-4988	Dec. 2021
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	---

2020 KENNESAW CITIZENS ADVISORY COMMITTEE &
KEEP KENNESAW BEAUTIFUL SUBCOMMITTEE

Meets the 4th Thursday of each month (except Nov. & Dec. then they meet on 3rd Thursday) at 6:30 p.m. in the Council Chambers, established March 30, 2011. An advisory committee to the City Manager; 2-year terms. Merged with Keep Kennesaw Beautiful January 2020.

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Aaron Budsock (+ KKB)	3214 Shirley Drive NW Kennesaw 30144 aaron.m.budsock@gmail.com (c) 404-987-3783	Dec. 31, 2020
Annette Clark (+ KKB)	2931 Stilesboro Ridge Court Kennesaw 30152 annetteclark4116@att.net (c) 770-597-4116	Dec. 31, 2020
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, 2021
Antonio Jones	1870 Grant Court NW Kennesaw 30144 Antoniojones89@gmail.com 267-625-3379 (c)	Dec. 31, 2021
Bill Maxson	2500 S. Main Street Kennesaw, GA 30144 (c) 404-823-3177 (w) 770-423-1969 wamaxson@aol.com	Dec. 31, 2021
Doug McMichen (+ KKB)	2652 Allyn Way NW Kennesaw 30152 Springcleanpowerwashing@gmail.com 706-587-3993	Dec. 31, 2020
Dave Peeples	4010 Palisades Main Kennesaw 30144 pdpeeples@gmail.com (c) 706 537 7005	Dec. 31, 2021
Kathy Rechsteiner	3291 McGarity Lane Kennesaw 770-330-3297 (c) chlorinemom@yahoo.com	Dec. 31, 2020
David Shock	2010 Jebs Ct. NW Kennesaw 30144 Davidshock30144@outlook.com 770-425-0590	Dec. 31, 2020
Trent Trees (+ KKB)	3423 Owens Pass Kennesaw, GA 30152 (h & w) 770-917-8699 trenttrees@aol.com	Dec. 31, 2020

Candice Wharton	1957 Barrett Knoll Circle Kennesaw 30152 candicewharton@gmail.com (c) 770-596-2594	Dec. 31, 2020
Grey Won, Public Works Staff Liaison	(c) 470-651-8610 gwon@kennesaw-ga.gov	
Marty Hughes, Assistant City Manager Staff Liaison	770-424-8274 ext. 3017 mhughes@kennesaw-ga.gov	

2020 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. 2023
Vacancy		Dec. 2023
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
Kevin Tidwell	2865 Shillings Chase Court Kennesaw, GA 30152 (c) 404-273-4517 ktidwell@kennesaw-ga.gov	Dec. 2023
Miranda Jones Taylor (Staff)	(w) 770-424-8274 ext 3147 mjones@kennesaw-ga.gov	
Council Liaison: David Blinkhorn	(c) 404-599-6185 dblinkhorn@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 rfox@kennesaw-ga.gov	---

2020 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
Britt Doss	4416 Black Hills Drive NW Acworth 30101 bdoss@kennesaw-ga.gov (w) 770-793-9286 (c) 770-355-9441	Dec. 2023
Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 (w) 404 216-7299 (c) 404-219-1801 ghasty@kennesaw-ga.gov	Dec. 2023
Chad Howie	3008 Cherokee Street NW Kennesaw 30144 chowie@kennesaw-ga.gov (w) 770-702-1223 (c) 770-789-3350	Dec. 2021
Anne Langan	4243 Sheffield Court NW Kennesaw 30144 alangan@kennesaw-ga.gov 910-233-3586	Dec 2021
David Lyons	3573 Bramwell Crossing Kennesaw, GA 30144 (cell) 678-300-6302 dlyons@kennesaw-ga.gov	Dec. 2023
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	

2020 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 Nimesh Patel, Chair	3951 Bellingrath Main NW Kennesaw, GA 30144 nimeshrpatel@hotmail.com (404) 597-1063	Dec. 2021
Post 2 Trey Sinclair	1500 Lockhart Drive Kennesaw 30144 trey@drycountybrewco.com (678) 910-0113	Dec. 2021
Post 3 Jim Watts	3984 Palisades Main Kennesaw 30144 jim.watts@shawinc.com (770) 655-9794	Dec. 2020

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)

2020 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 dbergwall@kennesaw-ga.gov (c) 937-243-2673	Dec. 2020
SaVaughn Irons	2167 Del Lago Cir NW Kennesaw 30152 sirons@kennesaw-ga.gov (c) 678-558-0089	Dec. 2022
Dan Harrison, III	1487 Shoup Court NW Kennesaw 30152 (h + cell) 954-560-6924 dharrison@kennesaw-ga.gov	Dec. 2022
Phillip Jackson	4260 Revere Walk Kennesaw pjackson@kennesaw-ga.gov (c) 404-219-3578	Dec. 2022
Cindi Michael Vice Chair	2998 North Main Street Kennesaw 30144 (c) 770-422-0463 cmichael@kennesaw-ga.gov	Dec. 2020
Lacey Ragus	2756 Fuller's Alley Kenesaw, GA 30144 babylacey78@yahoo.com (c) 404-314-4164	Dec. 2022
Doug Rhodes Chair	5670 Deerfield Place Kennesaw, GA 30144 (w) 770-684-0102 (c) 770-362-5181 drhodes@kennesaw-ga.gov	Dec. 2020
Council Liaison: Chris Henderson	404-599-6189 chenderson@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	

2020 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: Karen Backus	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	Dec 2021
Art & Culture: Madelyn Orochena	2981 N. Main Street Kennesaw 30144 madelynorochena90@gmail.com 404-229-7529	Dec 2021
KDDA: Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 ghasty@kennesaw-ga.gov (w) 404 216-7299 (c) 404-219-1801	Dec 2021
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

2020 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
Robbie Ballinger	Building Facilities Manager, Kennesaw rballinger@kennesaw-ga.gov
Halli Watson	

2020 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
Sharon Pell	2807 Amhurst Way Kennesaw, GA 30144 PellSharon0@gmail.com	09/03/22
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
2019: City Giles left URA
09/16/19 Sharon Pell appointed to fulfill vacancy with term ending 2022