

**AUGUST 19, 2014 ZONING HEARING  
“OTHER BUSINESS”  
COMMISSION DISTRICT 4**

**ITEM OB-51**

**PURPOSE**

To consider a stipulation amendment for Sheila D. Bynum regarding rezoning application Z-3 of 2014 (Tamisha Young), for property located on the northwest side of Austell Road, southwest of Hicks Road in Land Lot 16 of the 17 District.

**BACKGROUND**

The subject property was zoned Limited Retail Commercial (LRC) earlier this year for a bank, a financial institution, limited retail uses or professional office use only. The applicant operates a church ministry, but cannot use the property due to the use restrictions. The applicant specifically helps the elderly and others in need. The applicant states that parking should not be a problem since they transport the people they help. Additionally, the next door neighbor has given the applicant permission to park on his lot, if parking is ever a problem here. It should be noted that the property was used for a similar ministry in the past. If approved, all other zoning stipulations would remain in effect.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners conduct a Public Hearing and consider the proposed stipulation amendment.

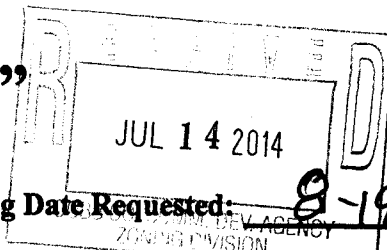
**ATTACHMENTS**

Other Business Application and zoning stipulations.

# Application for "Other Business" Cobb County, Georgia

(Cobb County Zoning Division - 770-528-2035)

BOC Hearing Date Requested: 8-19-14



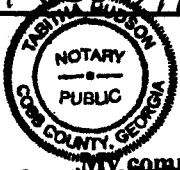
OB-51

Applicant: Sheila D. Bynum (applicant's name printed) Phone #: 404-358-0443

Address: 2554 Austell Road - Marietta, GA 30008 E-Mail: \_\_\_\_\_

Sheila D. Bynum Address: 4083 Stephanie Ct Kennesaw, GA 30152  
(representative's name, printed)

Sheila D. Bynum Phone #: 404-358-0443 E-Mail: Sheila.alpha.group@gmail.com  
(representative's signature)



Signed, sealed and delivered in presence of:

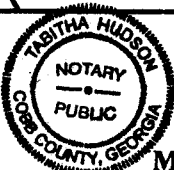
Tabitha Hudson  
Notary Public

My commission expires: June 10, 2017

Titleholder(s): Robbie Loveless Phone #: 770-422-9029  
(property owner's name printed)

Address: 116 Mt. Calvary Rd Marietta, GA 30067 E-Mail: \_\_\_\_\_

Robbie Loveless  
(Property owner's signature)



Signed, sealed and delivered in presence of:

Tabitha Hudson  
Notary Public

My commission expires: June 10, 2017

Commission District: 4 Zoning Case: Z-3 of 2014

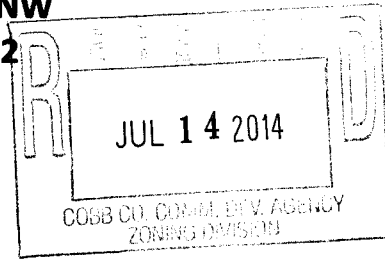
Date of Zoning Decision: 2-18-14 Original Date of Hearing: 2-18-14

Location: 2554 Austell Road - Marietta, GA 30008  
(street address, if applicable; nearest intersection, etc.)

Land Lot(s): 16 District(s): 17

State specifically the need or reason(s) for Other Business: to rezone to  
URC for church ministry to minister to the elderly  
and others in need.

**FEEDING GOD'S CHILDREN MINISTRY  
C/O DR. SHEILA D. BYNUM  
4083 Stephanie Court NW  
Kennesaw, GA 30152  
(404) 358-0443**



July 14, 2014

**TO WHOM IT MAY CONCERN:**

**RE: Renting of Property located at 2554 Austell Road, Marietta, GA 30008**

It is my understanding from the Zoning office that this property cannot be rented as a church.

I am requesting that the Zoning Board revisit the zoning of this property back to a LRC with full rights. I rented the above-referenced property from Ms. Lovelace on July 1, 2014 and was told I could not rent the property after I went to zoning. See Lease attached herewith as **Exhibit A**.

Mr. and Mrs. David Loveless are elderly people and to take their livelihood from them at this time of their life appears to be unjust. The Loveless' place has been zoned for a church ministry until she went before the Zoning Board early this year. She has been unable to rent the property and has taken a financial loss in her income due to the fact their property was unilaterally rezoned to only banks and financial institutions instead of just denying the day care and leaving her zoning intact.

As you can see from the article attached hereto as **Exhibit B** that Angel Closet Cobb Street Ministries was located at the 2554 Austell Road location operated by the late Commissioner Paschall and his wife, Carol as a church, bible study, etc. It appears that they operated the same ministry that I am requesting that I be allowed to continue in the same building.

I am thus at this point requesting that the Zoning Board restore full rights to Mr. and Ms. David Loveless to operate their rental property as a ministry.

As far as parking, this is not a problem because we transport the elderly people to the church. In addition, we can park next door at the Maxi Motors, 2548 Austell Rd SW, Marietta, GA 30008. Their phone number is (770) 333-8280. I spoke to the owner and he stated that he would allow us to park on any night after 6:00 p.m. and on Sundays because they are closed.

Thank you in advance for your consideration in this matter.

Sincerely yours,

Dr. Sheila D. Bynum  
Pastor, Feeding God's Children Ministry

Enclosures

116 MT. CALVARY Rd. N.W.  
Marietta, GA. 30064-1920  
770-422-9029  
404-697-7962  
**COMMERCIAL LEASE**

Ethiopia A

1/4

This lease is made between Robbie W. Loveless, herein called Lessor, and Sheila Bynum, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Marietta, GA, County of COBB, State of Georgia, described as 2554 Austell Rd, Marietta, Ga 30008, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of 3 years, commencing July 1, 2014, and terminating on July 1, 2017, or sooner as provided herein at the annual rental of Fourteen Thousand Four Hundred Dollars (\$1200.00) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. LATE FEE per day 4.90 per day if

2. NOT PAID RENT TIME Use. Lessee shall use and occupy the premises for Adminstrative Counseling. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. FGCM, INC.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: LESSEE shall BE Responsible FOR All upkeep, cutting grass, etc

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within \_\_\_\_\_ days of the commencement of the term hereof.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: *Required Adequate coverage EACH YEAR*

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate

this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 10 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Dollars (\$ 1200.00) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lesser upon presentation of paid tax bills an amount equal to per year 3 % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of N/A months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ N/A. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

22. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 17 day of July 2014.

Sheila Bynum

Bobbie W Lovelless

By: Sheila Bynum  
Lessee

By: Bobbie W Lovelless  
Lessor

witness: David Lovelless

Exhibit B 1/4

- [Home](#)
- [Interviews](#)
- [Improvements](#)
- [Entertainment](#)
- [Restaurants and Dining](#)
- [Galleries](#)
  - [Interviews Gallery](#)
  - [Improvements Gallery](#)
  - [Entertainment Gallery](#)
  - [Restaurants Gallery](#)
  - [Inspirational Interviews](#)
  - [Inspirational Places](#)
  - [aStore](#)
- [Inspirational Corner](#)
  - [Inspirational Interviews](#)
- [About Us](#)

AmazonBasics High-Sp... AmazonBasics High-Sp...  
 SanDisk 16GB  
 Class 4... SanDisk Ultra  
 32GB M... SanDisk Ultra  
 64GB M... Slik  
 AF2100 Pistol  
 G... Transcend 32 GB Clas

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 678 363 7224

Three D Boutique  
 Jeremiah 29:11  
 770 635 7186

### Cobb Street Ministries

Like

## Cobb Street Ministries

Cobb Street Ministries is a Christian organization, established over 30 years ago to meet the needs of homeless women and children. Emergency shelter, housing, food and clothing are provided. In addition, classes on parenting, addiction recovery and professional counseling, are provided. The ministry is located in Cobb County, and relies on donations to provide for the needs, both physical and spiritual, for the guests there. Please continue to find out how families are being saved and how you could possibly help to provide for those less fortunate.





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**AR: Tell us a bit about yourself, and how you came to be a part of Cobb Street Ministries, and what role you serve there.**

Q1: I have been involved with Cobb Street Ministries since 1998. I had been a volunteer at a shelter in another county when one of the residents moved here to Cobb Street Ministries. She called and invited me to come see where she had moved; she was very excited about the ministry. I visited her and met the house parents. They happened to be my former pastor and his wife. I started volunteering at this ministry in the fall of 1998, then both my husband Glen and I joined the board of directors in 1999. We have been serving on the board since that time.



**AR: When did the ministry start, and what was its original vision, and how has it evolved today?**

Q2: Cobb Street Ministries was founded in the late 1970s by Carol and Harvey Paschal. They had decided to give God two years of their lives to serve as missionaries in Ecuador, but God showed them that He had a different mission field in mind for them. People kept "finding them" needing food and shelter. Being such generous people, the Paschals began housing these people in motels, rental houses and various other locations around Cobb County. The Paschals wanted to give them more than a hand-out and a place to stay for the night, and God gave them the opportunity to purchase the property where the ministry is presently located. It already had a three bedroom brick house on it, and thus the Joy House was born. That house was full immediately and more space was needed. God worked again. A friend of the Paschals had bought a house that had to be moved. He planned to use that house for office space but the Lord worked on his heart until he knew he had to give it to the Paschals to house more homeless women and children. That three bedroom house was moved to the present site of the ministry. Now six bedrooms were available.



Office space was the next need, and the Joy House office was built with a kitchen, dining room and commons area. There is also a nursery/childcare room and another bedroom. Later an additional room was built with donations and volunteer labor. That room was to be a playroom/study area for the children, but it is frequently filled with cots because the need for shelter is so great. The ministry has grown today so that we not only provide food and shelter, but we also provide nightly classes such as parenting classes, addictionrecovery programs, GED prep classes and self-help classes in areas that will help our guests find jobs. The ministry now has a thrift store known as Angel Closet on Austell Road in Marietta. Angel Closet takes donations of clothing, furniture, household items and toys and sells them at low prices to serve the community. Much of the clothing is sold for \$1.00 or less, and all profits go directly back into the ministry. Although the store is staffed primarily by volunteers, some of our guests begin work there and learn job skills that become stepping stones for finding permanent employment.



**AR: How does the ministry work and how does it find the resources to meet all these rising needs?**

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Q3: The ministry location is staffed primarily by volunteers from churches and the community. Funding comes from individuals, churches, businesses and civic organizations. We occasionally get a grant, but so many grants require us to be pro-choice and have other stipulations that we as a Christian ministry will not comply with. We are a pro-life facility and will not take any help from anyone who wants to talk to our ladies about abortion. Currently our greatest financial needs are for help with insurance expenses, utilities and medical expenses for the ladies. While some of the ladies qualify for Medicaid, it takes a while to get the process in motion. Other than Medicaid, the ladies do not get food stamps or other government assistance. Our goal is for the ladies to learn to be independent and not depend on the government for their livelihood. Ladies find their way to the ministry primarily by word of mouth. When a lady has been here and successfully completed the program she may tell her friends who are in the situation she was in about the ministry. Some come from the court system, as we have a very structured program at the ministry that the courts will accept, and many come from the Angel Closet. The volunteers there always have listening ears and hearts that want to help. Many hungry, hurting ladies are ministered to from Angel Closet. There is always someone available to pray with the customers, and Bibles and tracts are given to those who want them. We try to keep Bibles in both English and Spanish. That is another need, for the donation of Bibles, especially in Spanish. Some ladies are referred to the ministry by churches when someone stops there to ask for help. The ministry has a very structured program. The goal is for the ladies to stay at least a year, as it takes that length of time to recover from physical, emotional and financial stress. The program is designed for eighteen months for many ladies who come to the ministry.

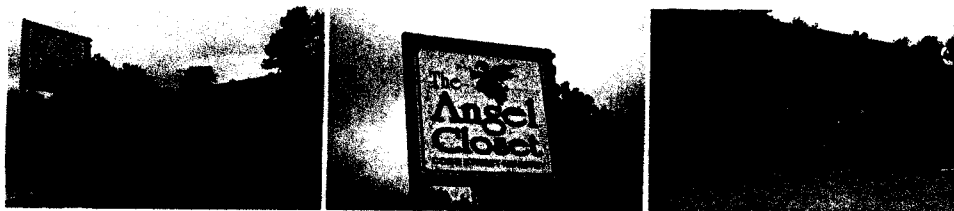


**AR: How does the average day go at the ministry? Can you give us a basic example of how the ministry works for your guests?**

Q4: The typical day at the ministry starts early in the morning, about 6:30 AM. The ladies and their children meet in the Joy House for breakfast in the dining room. All meals are taken in the common dining room. Then they have a daily devotion before the children go to school and the ladies go to school, jobs, or the Angel Closet. There will be someone at the ministry to care for the pre-schoolers. The children come home from school, have a snack, play and do homework around the dining room table. Usually an individual, church group, or business group will bring a meal for our guests. Our goal is for them to have meals brought in at 6:00 PM, which is the time they are required to be back on the premises. Classes are held each evening Monday through Friday at 7:00. Sometimes the class is a Bible study; other times it is a parenting class or an addiction recovery class. At 8:00 PM the ladies go to their rooms, do their laundry, study or prepare for the next work day and get their children ready for bed. On Sundays the guests all attend Roswell Street Baptist Church for both Sunday School and worship. Someone drives the vans and takes them there. Sunday afternoons are for visiting with families and relaxing.

**AR: What kinds of needs are most prevalent in the lives of women and children today that the ministry works to provide for? How has it changed over the years?**

Q5: The ladies and families who come to the ministry for help today have so many more varied needs than just shelter. The guests come from all socio-economic groups and from all over the world. Recently there have been guests from Russia, Africa, and all parts of the United States. Some have gotten stranded in the Atlanta area with no money and no place to stay; others have had their homes foreclosed and have no place to go; and others have come from abusive situations. The list could continue. The ministry also helps some in the community who without some assistance will become homeless. We also help those who have been guests at the ministry with needs at the holidays. Usually about 75 Thanksgiving baskets are given out in the community; last year many more were needed and by God's help were provided. At Christmas time every child at the ministry is adopted by someone in the community who will provide Christmas gifts for them. The usual gifts are jeans, a shirt and new tennis shoes for school, a warm up suit to wear at home, and a toy. The calls for help really increase around the holidays. Those who are willing to live on the streets or in their cars want their children to have a warm place to stay and to have a good Christmas.



**AR: How has the ministry grown? How does the spiritual outreach work? Can you remember a success story that stands out as an inspiration to you?**

Q6: The need for space has grown tremendously in the last few years. Last year Mrs. Paschal turned away about 12 people on one day because we were full to capacity. It breaks her heart to ever have to turn anyone away. Mrs. Paschal's goal is to build a dormitory so that we can help more women and children. While we are all about providing physical needs, Mrs. Paschal's greatest desire is for each one who comes to the ministry for help to come to know Jesus Christ as Lord and Savior. When Mrs. Paschal interviews a potential guest she first makes sure that they are fed then she explains that their greatest need is a spiritual need. She explains the plan of salvation to the applicant, and in many cases the applicant may pray to receive Jesus immediately. We recently had a real miracle. While Mrs. Paschal was explaining the gospel message to a young mother, her elementary school aged daughter was listening. The mother prayed for Jesus to save her and to come into her heart. When she was finished, the daughter asked if she could invite Jesus into her heart too. Of course,

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Mrs. Paschal said, "Yes," and presented the simple message of the gospel to her. This young mother got a real burden for her own mother, so she and Mrs. Paschal met with her. That grandmother also prayed to ask Jesus to come into her life. Then she got a burden for her mother, who was in the hospital. They all went to see this great-grandmother. She, too, prayed to receive Jesus as her Lord. Four generations came to the Lord in the space of just a few days.



There have been many success stories since I have been at the ministry, and I have many "favorites." Some can only be described as miraculous. A lady and her two children came to the ministry after her husband had died of cancer and her home was foreclosed. She had no job because she had been taking care of her husband. The ministry had a car that had been donated to the ministry, and Mrs. Paschal was giving it to his lady. They went to the insurance office to get car insurance, and the lady told the agent about the difficulties she was going through. The agent needed administrative help and hired her on the spot. That mother has moved out of the ministry, bought a home, and comes back to volunteer. Another favorite success story is of a Hispanic lady who had come with her husband to Georgia. They had come illegally. He put his wife and their two children out of the car on Austell Road and never came back for them. They went into the Angel Closet for help. Mrs. Paschal brought them to the ministry, helped them start paperwork to stay in this country legally and enrolled the children in school. None of them spoke any English. The older child graduated high school two years ago with honors and is now in college. He is in the process of becoming a citizen. His goal is to become a lawyer and help Mrs. Paschal with others who need the kind of help he had. The mother now has a successful house cleaning business.



**AR: What impact do you see the ministry making? Tell us about how the community local and other wise have helped.**

Q7: It is a blessing for me to be able to see the work that is done here. There have been so many who have come through the ministry over the years who have accepted Jesus as Savior. Many are now homeowners themselves. Two have become police officers. One is currently in nursing school. Several have come back to thank Mrs. Paschal for making a difference in their lives. None of this would be possible without help from the community. Ministry expenses exceed \$20,000 per month; therefore financial support is a necessity. There is not enough money to hire all of the personnel needed to keep the ministry going. We are thankful for those church, civic and business groups who come out to cut grass, paint, maintain the houses and grounds, and mentor the guests. Several local businesses, including some local Chick-Fil-A and McDonald's have provided meals and even opened on holidays for the children to play in the playground. Some individuals took the children to a Braves game last summer. One company took them for a day at Six Flags. The Paschals have done an amazing job over the years, going from just providing a loaf of bread or a motel room for a night or two to helping hundreds of families get back on their feet. Spiritual needs, physical needs, and encouragement have been provided through caring people that have, and continue to donate time, effort and resources to the ministry. Encouragement and support is a key to helping these families get back on their feet. Through Christ, love can make all the difference to our guests in these difficult times.

To give monetary assistance or for other information please contact:

Mrs. Carol Paschal Cobb Street Ministries, Inc.

(770) 424-9154

Cobb Street Ministries

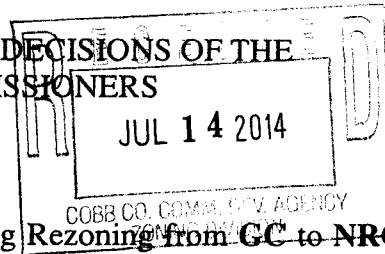
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ORIGINAL DATE OF APPLICATION: 02-18-14APPLICANTS NAME: TAMISHA YOUNG

THE FOLLOWING REPRESENTS THE FINAL DECISIONS OF THE  
COBB COUNTY BOARD OF COMMISSIONERS

**BOC DECISION OF 02-18-14 ZONING HEARING:**

**TAMISHA YOUNG** (Bobbie W. Loveless, owner) requesting **Rezoning from GC to NRC** for the purpose of Childcare in Land Lot 16 of the 17<sup>th</sup> District. Located on the northwest side of Austell Road, southwest of Hicks Road (2554 Austell Road).

The public hearing was opened and Ms. Tamisha Young and Ms. Bobbie Lovelace addressed the Board. Following presentation and discussion, the following motion was made:

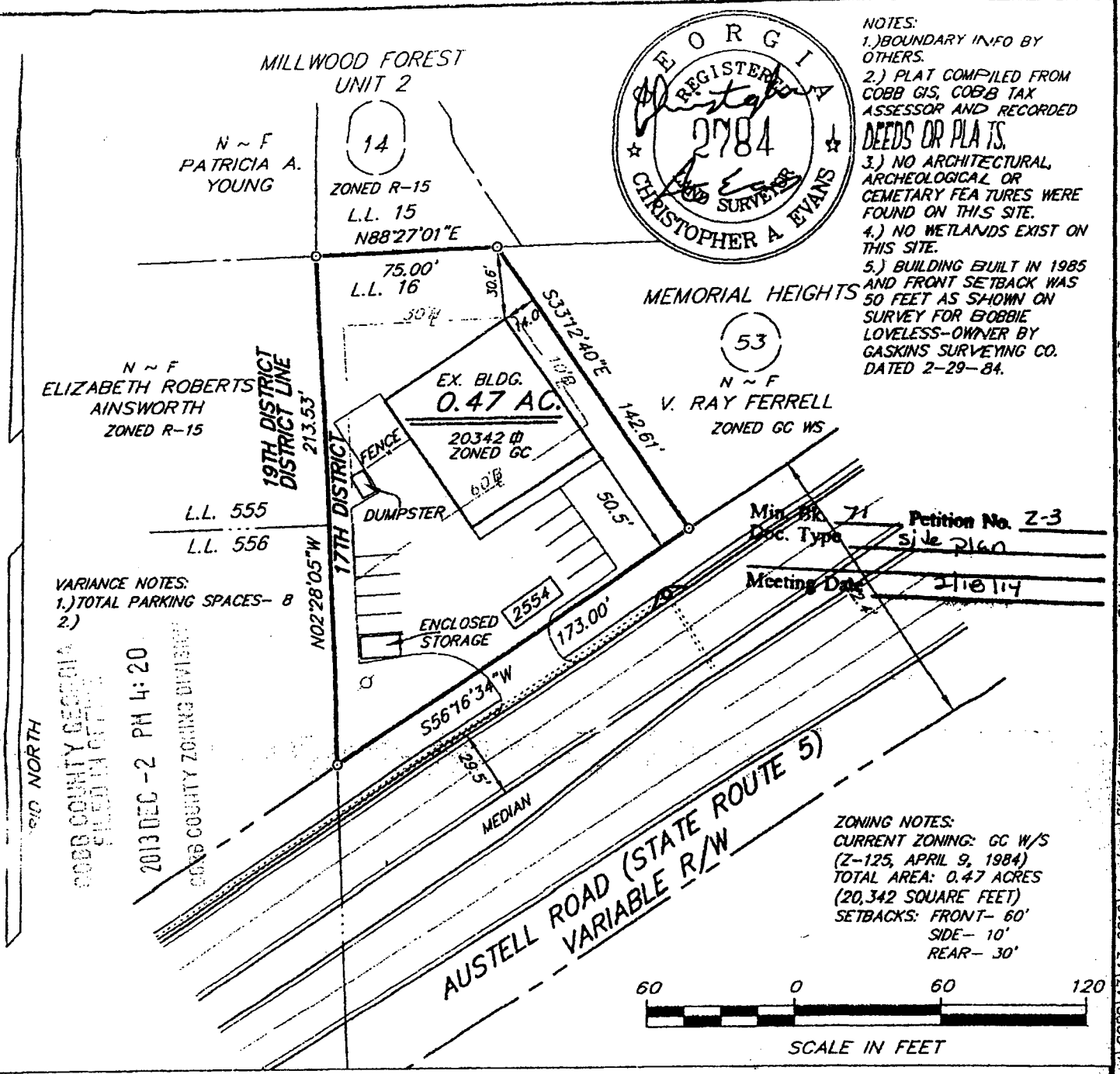
**MOTION:** Motion by Ott, second by Birrell, to **delete** Rezoning to the **LRC** zoning district  
**subject to:**

- Site plan received by the Zoning Division December 2, 2013 with minor modifications to be approved by the District Commissioner (attached and made a part of these minutes)
- Uses limited to banks, financial institutions, limited retail uses, and professional office uses *only*
- Outdoor storage and outdoor display of merchandise is prohibited
- All signage to meet current County Code
- No semi-truck parking or storage on the lot other than for deliveries to licensed businesses on the property
- Landscape buffering along the property's north and west boundaries adjacent to residentially zoned properties to be reviewed by County Arborist and approved by District Commissioner for installation before issuance of Certificate of Occupancy
- Fire Department comments and recommendations, *not otherwise in conflict*
- Water and Sewer Division comments and recommendations, *not otherwise in conflict*
- Stormwater Management Division comments and recommendations, *not otherwise in conflict*
- Cobb DOT comments and recommendations, *not otherwise in conflict*

**VOTE:** **ADOPTED** 4-0-1, Cupid recused herself



NOTES:  
 1.) BOUNDARY INFO BY OTHERS.  
 2.) PLAT COMPILED FROM COBB GIS, COBB TAX ASSESSOR AND RECORDED DEEDS OR PLATS.  
 3.) NO ARCHITECTURAL, ARCHEOLOGICAL OR CEMETARY FEATURES WERE FOUND ON THIS SITE.  
 4.) NO WETLANDS EXIST ON THIS SITE.  
 5.) BUILDING BUILT IN 1985 AND FRONT SETBACK WAS 50 FEET AS SHOWN ON SURVEY FOR BOBBIE LOVELESS-OWNER BY GASKINS SURVEYING CO. DATED 2-29-84.



VARIANCE NOTES:  
 1.) TOTAL PARKING SPACES- 8  
 2.)

ZONING NOTES:  
 CURRENT ZONING: GC W/S  
 (Z-125, APRIL 9, 1984)  
 TOTAL AREA: 0.47 ACRES  
 (20,342 SQUARE FEET)  
 SETBACKS: FRONT- 60'  
 SIDE- 10'  
 REAR- 30'



LINEAR PRECISION OF THIS PLAT : 1/ 10,000+ . MATTERS OF TITLE ARE EXCEPTED.

DATE	: 2-29-84	REVISIONS
SCALE	: 1" = 60'	1-7-11 VARIANCE PLAT
DRAWN BY	: JCG/MAN	
CHECKED BY	: JCG/CAE	
FIELD BOOK	: ###	

VARIANCE PLAT FOR:  
  
**DAVID E. LOVELESS AND BOBBI W. LOVELESS**  
 2554 AUSTELL ROAD

LOCATED IN L.L. 16  
 17th DISTRICT, 2nd SECTION  
 COBB COUNTY, GA.

# Gaskins

ENGINEERING • SURVEYING • LAND PLANNING • ENVIRONMENTAL

1266 Powder Springs Rd  
 Marietta, Georgia 30064  
 www.gcsurvey.com  
 Phone: (770) 424-7168  
 Fax: (770) 424-7593

Plotted on: Jan 10, 2017 - 8:13am  
 Drawing name: S:\And\COBB\17\17-0016\Loveless\2554 AUSTELL.dwg  
 Plotted By: Matt Noell