

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Madelyn Orochena

Tracey Viars

Pat Ferris

Antonio Jones

Anthony Gutierrez

City Council**Meeting Agenda**

May 19, 2025 6:30 PM

Council Chambers

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

Livestream: www.kennesaw-ga.gov/publicmeetings/

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Call to Order**
- 4. Announcements**
- 5. Presentations**
- 6. Public Comment (Items on the Agenda)**
This section is for comment on any item on the agenda.
- 7. Old Business**
- 8. New Business**
- 9. Committee and Board Reports**
- 10. Public Hearing(s)**
- 11. Consent Agenda**
 - A. Minutes: April 28, 2025 Work Session**
Approval of the April 28, 2025, City Council work session minutes.
 - B. Minutes: May 5, 2025 Regular Meeting**
Approval of the May 5, 2025, City Council regular meeting minutes.
 - C. Minutes: May 5, 2025 Executive Session**
Approval of the May 5, 2025, City Council executive session minutes.
 - D. Resolution: Temporary Co-Location of Polling Locations - K4A at K3A**
Consideration to approve a Resolution authorizing to temporarily change the

polling location for Kennesaw 4A to be co-located with the polling place at Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

E. Surplus: City Vehicles and Equipment

Consideration to approve the surplus and disposal of select vehicles and equipment.

F. Resolution: Framework Agreement with Cobb County

Consideration for approval of a Resolution authorizing the execution of a Framework Agreement between the City of Kennesaw and Cobb County for a reclamation project on Cobb International Blvd.

G. Resolution: Temporary Construction Easement and Bank Protection Easement

Consideration for approval of a Resolution authorizing a Temporary Construction Easement and Bank Protection Easement to Cobb County.

12. General and Administrative

13. Public Safety

A. Crime Statistics: April 2025

Consideration to accept the April 2025 Crime Statistics.

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: Construction Material Testing Services for Public Safety Facility

Consideration for approval of a Resolution accepting a proposal from Geo-Hydro Engineers for Construction Material Testing Services for the Kennesaw Public Safety Facility.

B. Resolution: Offer for Abandoned Right-of-Way at 2995 and 2997 North Main Street

Consideration for approval of a Resolution accepting the second offer for the purchase of the right-of-way at 2995 and 2997 North Main Street.

16. Recreation and Culture

17. Community Development

18. Public Comment (General)

This section is for general comment.

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: May 19, 2025
TITLE: **Minutes: April 28, 2025 Work Session**
Approval of the April 28, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-04-28 City Council Draft Work Session Minutes

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
April 28, 2025
6:30 PM**

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

1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

5. Presentations

6. Old Business

7. New Business

- A. Resolution: Intergovernmental Agreement for Fire Prevention District**
Consideration for approval of a Resolution authorizing the execution of an intergovernmental agreement with Cobb County for a fire prevention service district.

Dr. Drobney presented a resolution authorizing the execution of an intergovernmental agreement with Cobb County for a fire prevention service district. This agreement, a part of House Bill 489, was last updated in 1976 and now includes Mableton. All the cities have reviewed it, and several have already adopted it.

Mayor Pro Tem Ferris noted that reading through the agreement, it looks as though it is entirely managed by Cobb County. He wondered if there was any way for the cities to be more involved, such as incorporating a review committee for more oversight.

Dr. Drobney responded that the City works closely with Cobb Fire and that any changes

would have to be brought before the Council.

Mayor Pro Tem Ferris said in the document that Cobb Fire is supposed to send a report each year. He shared that he had never seen a report. Dr. Drobney stated that the provision is new. Mayor Pro Tem Ferris liked that it would provide the Council with something to review.

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

8. Committee and Board Reports

9. Public Hearing(s)

10. Consent Agenda

A. Minutes: April 14, 2025 Work Session

Approval of the April 14, 2025, City Council Work Session minutes.

B. Minutes: April 14, 2025 Executive Session

Approval of the April 14, 2025, City Council executive session minutes.

C. Minutes: April 21, 2025 Regular Meeting

Approval of the April 21, 2025, City Council regular meeting minutes.

D. Minutes: April 21, 2025 Executive Session

Approval of the April 21, 2025, City Council executive session minutes.

11. General and Administrative

A. Certification of Estimated Rollback Rate for 2025 Notice of Assessment

Certification of the estimated rollback rate for 2025 Notice of Assessment in compliance with HB 581 and HB 92.

Finance Director Jennifer Gordy shared that the estimated rollback rate is a new concept that became law in 2025. It was created by House Bill 581 and revised by House Bill 92. House Bill 581 created the estimated rollback rate, designed to provide local governments with more flexibility in accurately previewing that year's millage rate to the property owner on their Notice of Assessment. House Bill 92 added a deadline by which the estimated rollback rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated rollback rate. ACCG and GMA guidance recommend conservative estimates, considering budget discussions have not occurred and 2025 Digest numbers have not been provided. Adoption of the millage rate will occur on August 4, 2025. Ms. Gordy recommended certifying the current adopted M&O millage rate of 7.75 to provide our taxpayers with the most accurate Notice of Assessment.

Mayor Pro Tem Ferris asked if the Council could still roll back the millage rate. Dr. Drobney stated the Council still could.

Dr. Drobney walked through the background of the estimated rollback rate. He noted that first, House Bill 581 came out, and then House Bill 92 came out in an effort to clean up House Bill 581, but created some issues. Not all cities and counties operate the same throughout the state of Georgia, particularly with regard to timelines. Despite Cobb County's tax digest having already come out, the City of Kennesaw doesn't typically receive theirs until around June. The idea with House Bill 92 was to provide an estimated rollback rate early in the process, which Dr. Drobney stated it means almost nothing. Ultimately, the Council is going to come back later this year, look at the digest, and make a recommendation that will be adopted. The City already sent an estimated rollback rate to Cobb County in March. The recommendation from Cobb County was to be conservative and to go with the current rate. Dr. Drobney stated that House Bill 92 came out and was signed on April 1, 2025, by the Governor and went into effect that day. All the cities and counties had a call last week with ACCG and GMA, so now, the cities have to go through and adopt an estimated rollback rate 14 days prior to the notice of assessments being sent out. Cobb County, which usually sends their notice of assessments out in early May, is holding off so all the cities can go through and adopt an estimated rollback rate. Dr. Drobney emphasized that this process is brand new throughout the state. It doesn't change any advertising or anything related to the public hearings typically held regarding the millage rate.

B. Audit Report: Fiscal Year ended September 30, 2024

Consideration to accept the Audit Report for Fiscal Year ended September 30, 2024, for the City of Kennesaw as presented by Mauldin and Jenkins, LLC.

Ms. Gordy shared that a representative from Mauldin and Jenkins, LLC would present the audit report for the Fiscal Year ending September 30, 2024, for the City of Kennesaw at the May 5, 2025, City Council regular meeting.

12. Public Safety

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

16. Community Development

17. Public Comments

6:40 p.m. Floor Open for Public Comments

ADAM BLACK [City Resident]: Mr. Black mentioned the parcel of land that was in dispute between the City and the homeowners. The homeowners offered \$5,000 for the land.

[6:41 p.m. Madelyn Orochena recused herself from discussion].

Mr. Black's suggestion was that, in the interest of improving the right of way in question, sell it for a dollar and an agreement, but require the homeowner to invest that \$5,000 into beautifying the land, which would be in the public's interest.

[6:43 p.m. Madelyn Orochena returned].

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

18. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney recounted the City's events over the weekend, including a massive attendance at the most recent Grand Prix series race, the Swift-Cantrell movie, and Smith-Gilbert Garden's plant sale. This Saturday is the second of the Kennesaw Concert Series. If you are a Jon Bon Jovi fan, come on out!

19. Mayor's Report

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

20. Council Reports & Discussions

Councilmember Gutierrez shared that tomorrow is his first clinical session for his EMT certification. He is looking forward to it!

Mayor Pro Tem Ferris stated that the pollen is killing him. He is ready for this season to be over!

Councilmember Jones shared he is "living on a prayer" and is getting ready for the concert this weekend.

Councilmember Orochena just got back from vacation, so she is happy to be home!

Councilmember Viars stated that tomorrow night there will be a mixer at Lazy Guy for the Kennesaw Downtown Merchants Association, so the Merchants can work with the City and figure out what they can do to keep promoting the City. On Friday night, the Merchants are sponsoring a comedian in the plaza. Finally, the Farmer's Market has its opening day on Monday.

21. Executive Session

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

22. Adjourn

Mayor Easterling adjourned the meeting at 6:48 p.m. The regular meeting will be held on Monday, May 5, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session

4/28/2025

Public Comment Sign-in

	Name	Address	Topic
1	Adam Black	2708 Brookefield Ln	Land Agreement Suggestion
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			

DRAFT



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: May 19, 2025
TITLE: **Minutes: May 5, 2025 Regular Meeting**
Approval of the May 5, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-05-05 City Council Draft Minutes

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
May 5, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney Assistant City Attorney Sam Hensley, Jr.
---------	---

1. Invocation

Mayor Easterling led the Invocation.

2. Pledge of Allegiance

City Resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

5. Presentations

6. Public Comment (Items on the Agenda)

6:31 p.m. Floor Open for Public Comments

No comments.

6:32 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

- A. **Minutes: April 14, 2025 Work Session**
Approval of the April 14, 2025, City Council work session minutes.
- B. **Minutes: April 14, 2025 Executive Session**
Approval of the April 14, 2025, City Council executive session minutes.
- C. **Minutes: April 21, 2025 Regular Meeting**
Approval of the April 21, 2025, City Council regular meeting minutes.
- D. **Minutes: April 21, 2025 Executive Session**
Approval of the April 21, 2025, City Council executive session minutes.
- E. **Resolution: Intergovernmental Agreement for Fire Prevention District**
Consideration for approval of a Resolution authorizing the execution of an intergovernmental agreement with Cobb County for a fire prevention service district.

RESOLUTION NO. 2025-31

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded by Councilmember Gutierrez.

Vote taken, motion unanimously approved 5-0. Motion passed.

12. General and Administrative

- A. **Certification of Estimated Rollback Rate for 2025 Notice of Assessment**
Certification of the estimated rollback rate for 2025 Notice of Assessment in compliance with HB 581 and HB 92.

Finance Director Jennifer Gordy stated that the estimated rollback rate is a new concept that became law in 2025. It was created by House Bill 581 (November 2024) and revised by House Bill 92 (April 2025). House Bill 581 created the estimated rollback rate designed to provide local governments with more flexibility in accurately previewing that year's millage rate to the property owner on their Notice of Assessment. House Bill 92 added a deadline by which the estimated rollback rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated rollback rate. ACCG and GMA guidance recommend conservative estimates, considering budget discussions have not occurred, and 2025 digest numbers have not been provided. Ms. Gordy reminded everyone that adoption of the millage rate will occur on August 4, 2025.

Motion by Councilmember Viars to certify the current adopted M&O millage rate of 7.75 to provide our taxpayers with the most accurate Notice of Assessment. Seconded by Councilmember Jones.

Mayor Pro Tem Ferris reminded everyone that this was just an estimate and that the City would still have three public hearings regarding the millage rate. He would like the Council to look at an additional rollback as we get closer to setting the rate.

Vote taken, motion unanimously approved 5-0. Motion passed.

B. Audit Report: Fiscal Year ended September 30, 2024

Consideration to accept the Audit Report for Fiscal Year ended September 30, 2024, for the City of Kennesaw as presented by Mauldin and Jenkins, LLC.

Will Derzis from Mauldin and Jenkins, LLC presented the audit report for Fiscal Year ending September 30, 2024, for the City of Kennesaw. The City was issued a clean, unmodified audit report. The respective financial statements are considered to present fairly the financial position and results of operations as of and for the year ended September 30, 2024.

Motion by Councilmember Viars to accept the Audit Report for Fiscal Year ending September 30, 2024, for the City of Kennesaw, as presented. Seconded by Mayor Pro Tem Ferris.

Vote taken, motion unanimously approved 5-0. Motion passed.

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment (General)

6:46 p.m. Floor Open for Public Comments

ANDREW BRAMLETT (City Resident): Mr. Bramlett presented local history regarding King's Wigwam, which was located on Cherokee Street [See **Exhibit A**].

6:47 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney had nothing to report tonight.

20. Mayor's Report

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

Motion by Councilmember Viars to ratify the appointments of Luke Howe, Lea Alvarez,

Jeff Drobney, Bill McNair, Brian Acker, Ricky Stewart, Nikki McGraw, Joshua Gurrero, and Dave Simpson to the Benefits Committee with terms ending December 2027.
Seconded by Councilmember Gutierrez.

Vote taken, motion unanimously approved 5-0. Motion passed.

Mayor Easterling shared that Randall Bentley, Sr. is going to step aside as City Attorney to spend more time with his family. Sam Hensley, Jr. with Bentley, Bentley, and Bentley will step in to take his place.

Motion by Councilmember Viars to appoint Sam Hensley, Jr. as the City Attorney.
Seconded by Mayor Pro Tem Ferris.

Vote taken, motion approved 4-1 [Councilmember Orochena opposed]. Motion passed.

21. Council Reports & Discussions

Councilmember Gutierrez shared his clinicals went very well. He learned a lot! He has two more clinicals this week and then, after that, he will take his state certification test.

Mayor Pro Tem Ferris shared today is Cinco De Mayor and this weekend is Mother's Day. He hoped all mothers out there have a pleasant and blessed weekend.

Councilmember Orochena thanked Andrew Bramlett for his presentation and looked forward to reading his paper.

Councilmember Jones did not have anything to add tonight.

Councilmember Viars thanked everyone involved in the decision to postpone the concert this past Saturday due to the rain. She knows how difficult a decision it is to make.

22. Executive Session

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

Motion by Councilmember Gutierrez to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing legal, motion seconded by Councilmember Viars.

Vote taken, motion unanimously approved 5-0. Motion passed.

6:52 p.m. Recess to Executive Session

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

7:06 p.m. Reconvene to Open Session

Councilmember Gutierrez read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4, motion seconded by Councilmember Jones.

Motion by Councilmember Jones to add an item to the agenda regarding the continuation of Special Counsel Representation in Service Delivery Strategy negotiations with Cobb County and the City of Mableton. Seconded by Councilmember Orochena

Vote taken, motion unanimously approved 5-0. Motion passed.

Motion by Councilmember Viars to authorize the Mayor to sign a letter confirming Smith, Welch, Webb & White's continued representation in Service Delivery Strategy negotiations with Cobb County and the City of Mableton. Seconded by Councilmember Jones.

Vote taken, motion unanimously approved 5-0. Motion passed.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:07 p.m. The next work session will be held on Monday, May 12, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

[MIN_SIGNATURES]

KENNESAW HISTORY

King's Wigwam

From 1915 to 1919, Kennesaw was home to one of the few summer resorts for African Americans open in Georgia during the Jim Crow era. Located on Cherokee Street, it was built by Cornelius King, a businessman from Atlanta's Auburn Avenue. King had purchased the land several years before from Bishop Henry McNeal Turner, a well respected religious leader from Atlanta.

The resort had a lake, swimming pool, cabins, golf links, baseball field, and more. It was only open during the summer, and it attracted many of the most notable names in Black Atlanta at that time. Newspaper accounts from the *Atlanta Independent* describe it as an idyllic retreat in the country. The Wigwam also attracted Cobb County visitors, including local congregations that used the lake for baptisms.

Sadly, in 1919, a guest was falsely accused of attacking a woman in Cherokee County, and was nearly lynched in Marietta. After this, the resort closed, and the resort's amenities seemingly vanished. The land is now the Tara neighborhood. All that is known to survive is a steel cut-out of a Native American chief now perched on a building in Atlanta.



A paper I presented about the resort at an undergraduate conference last week at Mississippi State can be found at this QR code.



Baptism at the Wigwam, c. 1918.
From Patrice Shelton Lassiter

Presented by Andrew J. Bramlett at the May 5, 2025,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Meeting
5/5/2025
Public Comment Sign-in**

	Name	Address	Topic
1	Andrew J. Bennett	2990 Sonnet Blvd. Ct.	Local history
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			

DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 19, 2025

TITLE: **Minutes: May 5, 2025 Executive Session**
Approval of the May 5, 2025, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: May 19, 2025

TITLE: **Resolution: Temporary Co-Location of Polling Locations - K4A at K3A**
 Consideration to approve a Resolution authorizing to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place at Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

Summary:

Due to the previous polling location for Kennesaw 4A no longer being able to serve, Cobb County Elections & Registration is planning to temporarily co-locate Kennesaw 4A (previously located at Kennesaw First Baptist Church) with Kennesaw 3A (located at Ben Robertson Community Center) through the end of 2025. In comparing similar historical election turnout, Cobb County Elections & Registration is confident that the Ben Robertson Community Center can handle the anticipated turnout for the upcoming November Municipal Election.

The Georgia Election Code, at O.C.G.A § 21-2-265(a), permits a local governing authority, by its own motion, to change polling places for municipal elections. Because a county-wide election for the State Public Service Commission (PSC) Posts will take place at the same time as the municipal elections, the Board of Elections, as superintendent, will also call for a change of polling place to hold the PSC elections.

Recommendation:

The City Clerk recommends approving the Resolution to authorize temporarily changing the polling location for Kennesaw4A to be co-located with the polling place for Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

Fiscal Impact:

Attachments:

1. RES 2025 -Temporarily Co-Locate of Polling Place K4A at K3A

2. Memo for Co-Locating Precincts 2025

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION OF THE CITY OF KENNESAW APPROVING
THE TEMPORARY CO-LOCATION OF POLLING PLACES – KENNESAW 4A AT
KENNESAW 3A**

WHEREAS, in accordance with the City of Kennesaw Code of Ordinances §42-2, and pursuant to O.C.G.A. §21-3-10(a) the city authorizes the county to perform all duties as superintendent of elections; and

WHEREAS, Kennesaw Code of Ordinances §5.06 and O.C.G.A. §21-3-163 provides the polling place or places for holding elections shall be prescribed by the Mayor and Council; and

WHEREAS, due to the previous polling location at Kennesaw 4A (previously located at Kennesaw First Baptist Church) no longer being able to serve, the Cobb County Board of Registration and Elections has recommended the temporary co-location of polling places Kennesaw 4A at Kennesaw 3A (located at Ben Robertson Community Center) through the end of 2025.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council approves to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place for Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of May 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



995 Roswell Street NE (770) 528-2581
Marietta, Georgia 30060 (770) 528-2519 Fax

MEMORANDUM

To: Jeff Drobney, City Manager
Lea Alvarez, City Clerk

From: Tate Fall, Elections Director *TF*

Subject: Temporary Co-Location of Polling Places - Kennesaw 4A at Kennesaw 3A

Date: April 28, 2025

Due to the previous polling location for Kennesaw 4A no longer being able to serve, we are planning to temporarily co-locate Kennesaw 4A (previously located at Kennesaw First Baptist Church) with Kennesaw 3A (located at Ben Robertson Community Center) through the end of 2025. In comparing similar historical election turnout, we are confident that Ben Robertson Community can handle the anticipated turnout for the upcoming November Municipal Election.

The Georgia Election Code, at O.C.G.A. § 21-2-265(a), permits a local governing authority, by its own motion, to change polling places for municipal elections. Because a county-wide election for the State Public Service Commission Posts will take place at the same time as the municipal elections, the Board of Elections, as superintendent, will also call for a change of polling place to hold the PSC elections. Your Council may wish to use the following motion that our Board will be considering:

Motion to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place for Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

Please let me know if you have any questions.



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: May 19, 2025

TITLE: **Surplus: City Vehicles and Equipment**
Consideration to approve the surplus and disposal of select vehicles and equipment.

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

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	DEPARTMENT
2022	Toro	Workman MD	313000559	Parks and Rec
2003	Ford	F-550	1FDAF56PX358567	Public Works

Recommendation:

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

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: May 19, 2025

TITLE: **Resolution: Framework Agreement with Cobb County**
 Consideration for approval of a Resolution authorizing the execution of a Framework Agreement between the City of Kennesaw and Cobb County for a reclamation project on Cobb International Blvd.

Summary:

The City applied for and received a \$2,000,000 grant through Congressional Appropriations to be applied to construct a full-depth reclamation project on Cobb International Boulevard. The grant is to be administered through the Georgia Department of Transportation. Due to the requirements of the Georgia Department of Transportation, the Cobb Department of Transportation will provide oversight of the preconstruction process of the project, including providing the Georgia Department of Transportation with all submittals and communications required to satisfy the grant. The framework agreement details the responsibilities of both the City and County for this project.

Recommendation:

The Public Works Director recommends approval to authorize the City Manager to sign the framework agreement with Cobb County.

Fiscal Impact:

Attachments:

1. RES 2025 - Framework Agreement Cobb International
2. TR542 PI 0020663 2025.03.12 Cobb Int Blvd CFA

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING FRAMEWORK AGREEMENT
BETWEEN COBB COUNTY AND CITY OF KENNESAW**

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

WHEREAS, the City was awarded a \$2,000,000 grant through Congressional Appropriations for the full depth reclamation of Cobb International Boulevard; and

WHEREAS, the grant funds are being administered by Georgia Department of Transportation; and

WHEREAS, to satisfy the requirements of the grants, the City is entering into a framework agreement with Cobb DOT to provide oversight for the project; and

NOW, THEREFORE BE IT RESOLVED the City of Kennesaw authorizes the City Manager to execute a framework agreement with Cobb County;

PASSED AND ADOPTED at a regular meeting of the Kennesaw Mayor and Council on this ____ day of May 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor



**COBB COUNTY
DEPARTMENT OF TRANSPORTATION
COBB FRAMEWORK AGREEMENT**

**GDOT PI Number. 0020663
CCDOT Project No. TR542**

This Framework Agreement (“Agreement”) is made and entered into on the Effective Date as defined herein, by and between City of Kennesaw (City) and Cobb County, Georgia (“County”). (City and County are sometimes referred to individually as “Party” or collectively as “Parties”).

WHEREAS, the City and the County are working together on the Cobb International Blvd full depth reclamation project, Project No. 0020663, (“PROJECT”) as defined in **Exhibit A**; and

WHEREAS, Congress appropriated a Fiscal Year (FY) 2022 HUD – Community Development Congressionally Directed Spending (HUD CDS) award for the Construction (“CST”) phase of the PROJECT; and

WHEREAS, Congress appropriated a Fiscal Year (FY) 2023 DOT - Highway Infrastructure Congressionally Directed Spending (DOT CDS) award for the Construction (“CST”) phase of the PROJECT; and

WHEREAS, GDOT requires an oversight fee to fund the engineering oversight for the PROJECT and the City will contribute the required funding for this fee.

NOW THEREFORE, for and in consideration of the mutual benefits and obligations flowing from one to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree to the following:

1. Congress appropriated a FY2022 HUD CDS award totaling \$1,000,000. These funds will be administered through the City directly from HUD.
2. Congress appropriated a FY2023 DOT CDS award totaling \$2,500,000, which includes a local match requirement of \$500,000, with the balance of \$2,000,000 paid by the DOT CDS. These funds will be administered through the Georgia Department of Transportation (“GDOT”). GDOT has identified the County as the PROJECT Sponsor with Local Administered Project (LAP) Certification, and therefore the County is responsible for the PROJECT delivery.
3. GDOT requires an oversight fee of \$30,000.00 to fund the engineering oversight for the PROJECT. The City will provide the required funding for this fee.
4. The City will fully fund the PE phase of the PROJECT while pursuing federal funding for the future phases. Should the City expressly agree for the PROJECT to advance beyond PE, the City and County will cooperate to attempt to identify additional fund sources, if needed, for all reimbursable utility relocations, right of way acquisitions, construction, environmental mitigation (if required), and shop drawing review or other engineer of record construction services.

5. The City will oversee and contract with an approved consultant engineering firm to accomplish the PE activities for the PROJECT in accordance with GDOT's Plan Development Process ("PDP") and all other applicable guidelines of the American Association of State Highway and Transportation Officials.
6. The County shall oversee all preconstruction PROJECT delivery aspects of GDOT's PDP. The County will provide this oversight at no cost to the City. All PROJECT submittals to GDOT shall be made through the County and all communications shall be directed to or copied to the County's Project Manager, the City Director of Planning and Projects, and the City's engineer. In accordance with GDOT's requirement for the PROJECT Sponsor to assure quality, the County will conduct plan reviews in accordance with the County's Engineering Design Procedures prior to submitting plans to GDOT for GDOT's plan reviews.
7. Because failure to follow the PDP and all applicable guidelines and policies may jeopardize the use of Federal and State Funds, because the County is providing oversight, and to equip the City to protect itself from the responsibility to make up the loss of that funding, the County will allow City and its consultant(s) full concurrent access to the work and records of contractors and the County's oversight on any phase of the PROJECT.
8. Both the County and the City hereby acknowledge that time is of the essence. It is agreed that both Parties shall adhere to the schedule of activities established in GDOT's approved schedule. Every effort will be made to advance this schedule, where possible.
9. Should the City expressly agree for the PROJECT to reach the right of way acquisition phase and a Right of Way agreement between GDOT and County has been entered into, the County shall acquire all required right of way for the PROJECT. The right of way will be acquired in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United State Code; 23 CFR 710, et. Seq., 49 CFR Part 24 and the rules and regulations of GDOT. All costs associated with acquisition and actual land value costs shall be funded by the City, or funding sources identified by the City.
10. The County shall coordinate the PE activities for required utility relocations. All agreements for reimbursable utility relocations shall be prepared in coordination with City and GDOT and approved by GDOT.
11. Should the City expressly agree for the PROJECT to advance to construction, upon completion of construction, the City will continue to own and be responsible for the maintenance of the capital improvements within the existing and future right of way for the PROJECT.
12. The laws of the State of Georgia shall govern the construction, interpretation and enforcement of this Agreement and its provisions. The Parties shall bring any action at law or in equity related to this Agreement and/or to construe, interpret or enforce the provisions hereof in the Superior Court of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, as applicable.
13. The term of this Agreement shall commence on the date the last Party hereto executes it ("Effective Date") and shall conclude at the earlier of the date of final acceptance of the PROJECT by the County, or the date on which the City or County decide not to implement the

PROJECT. The Parties shall remain responsible for the completion and fulfillment of any outstanding financial commitments specified herein and not otherwise satisfied before the expiration or termination of this Agreement.

14. This Agreement, together with all exhibits, constitutes the entire understanding between the Parties, and as of its Effective Date, supersedes all other understandings or agreements, whether oral or written, between the Parties concerning the subject matter hereof.
15. All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid to the addresses set forth below, and shall be deemed to be effective when actually received or refused. Either Party may change the address to which future notices or other communications are to be sent by notifying the other Party as follows:

If to County: Drew Raessler
 Director, Cobb DOT
 1890 County Service Parkway
 Marietta, GA 30008

If to CITY: Jeff Drobney
 City Manager
 City of Kennesaw
 2529 J O Stephenson Ave
 Kennesaw, GA 30144

16. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.
17. Each of the individuals executing this Agreement on behalf of the City or the County represents to the other Party that such individual is authorized to do so by requisite action of the Party to this Agreement.

{Signatures on following page }

RECOMMENDED FOR APPROVAL:

CITY OF KENNESAW. GA

COBB COUNTY, GEORGIA

By: _____

By: _____

Printed Name: Jeff Drobney

Printed Name: Lisa N. Cupid

Title: City Manager

Title: Chairwoman, Board of Commissioners

Date _____

Date _____

[ATTACH CORPORATE SEAL]

[ATTACH CORPORATE SEAL]

APPROVED AS TO FORM BY:

County Attorney's Office

Exhibit A

Project Description

Cobb International Boulevard full depth paving reclamation/replacement project.

Figure



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: May 19, 2025

TITLE: **Resolution: Temporary Construction Easement and Bank Protection Easement**
Consideration for approval of a Resolution authorizing a Temporary Construction Easement and Bank Protection Easement to Cobb County.

Summary:

Cobb County, working with the US Army Corps of Engineers, has requested that the City provide a temporary construction easement and bank protection easement for a proposed project along Butler Creek. The property is at White Oak Court. The project will consist of placing reinforcements along the streambanks to reduce bank erosion.

Recommendation:

The Public Works Director recommends approval and Mayor to sign the attached Easement.

Fiscal Impact:

Attachments:

1. RES 2025 - Easement for Butler Creek
2. Draft Temporary Construction Easement and Bank Protection Easement COK 4-22-25
3. Butler Creek Plans
4. BUTLER CREEK V114 EXHIBIT REV2

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION TO APPROVE A TEMPORARY CONSTRUCTION EASEMENT AND
BANK PROTECTION EASEMENT TO COBB COUNTY**

WHEREAS, Cobb County and the US Army Corps of Engineers have proposed to construct a streambank restoration project along Butler Creek; and

WHEREAS, in order to access the project locations, Cobb County is requesting a temporary construction easement and bank protection easement on City owned property; and

WHEREAS, the location being at the end of White Oak Court and identified as parcel number 20017800930; and

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the easement between the City of Kennesaw and Cobb County.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of May, 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

After Recording Return To:
Cobb County Water System
660 South Cobb Drive
Marietta, Georgia 30060
Attn: Angela Robinson

(For Recording Purposes)

**TEMPORARY CONSTRUCTION EASEMENT
&
BANK PROTECTION EASEMENT**

**State of Georgia
County of Cobb**

PROJECT NAME: _____ **PROJECT NO.** _____

This Bank Protection Easement is made and entered into this _____ day of _____ 20____, by and between _____ of the aforementioned State and County as party of the first part, hereinafter referred to as "Grantor(s)," and **Cobb County**, a political subdivision of the State of Georgia, as party of the second part hereinafter referred to as "Grantee" (the term "Grantee" to include respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and subtenants, successors and assigns, where the context hereof requires or permits):

W I T N E S S E T H

That the Grantor(s) for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee a Temporary Construction and Bank Protection Easement (Easements) that totally overlap in the amount of _____ **feet wide** in, on, over and across the property of the Grantor, located in **Land Lot** _____, **Tax Parcel Number** _____, of the _____ **District**, 2nd Section of Cobb County, Georgia, and being improved property having a located thereon known as _____, according to the present system of numbering houses in Cobb County, Georgia said Easement being more particularly depicted on the plat attached hereto as Exhibit "A" which shows the dimensions of this Easement and which is made a part hereof by reference.

Grantee shall have a temporary construction easement and right of way in, on over and across the land described herein for a work area, including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Butler Creek Aquatic Ecosystem Restoration Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, the existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantee shall have a perpetual and assignable easement and right of way in, on over and across the land described herein for the location, construction, operation, maintenance, alteration, repair, rehabilitation and replacement of a bank protection works, and for the placement of stone, riprap and other materials for the protection of the bank against erosion; together with the continuing right to trim, cut, fell, remove and dispose therefrom all trees, underbrush, obstructions, and other vegetation; and to remove and dispose of structures or obstructions within the limits of the right-of-way; and to place thereon dredged, excavated or other fill material, to shape and grade said land to desired slopes and contour, and to prevent erosion by structural and vegetative methods and to do any other work necessary and incident to the project; together with the right of ingress and egress for such work; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The easements become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Cobb County Water System.

Grantor(s) for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, clearing, filling, or other earth moving or construction activities within or in the easement areas conveyed herein and are therefore, prohibited during this project.

Grantor(s) hereby covenants with Grantee that it is lawfully seized and possessed of the real estate previously described herein and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement herein granted shall bind the heirs and assigns of Grantor(s) and shall inure to the benefit of the successors in title of Grantee.

Witness my hand and seal, this ____ day of _____, 20____.

GRANTOR(S):

Witness

Insert Property Owner's Name

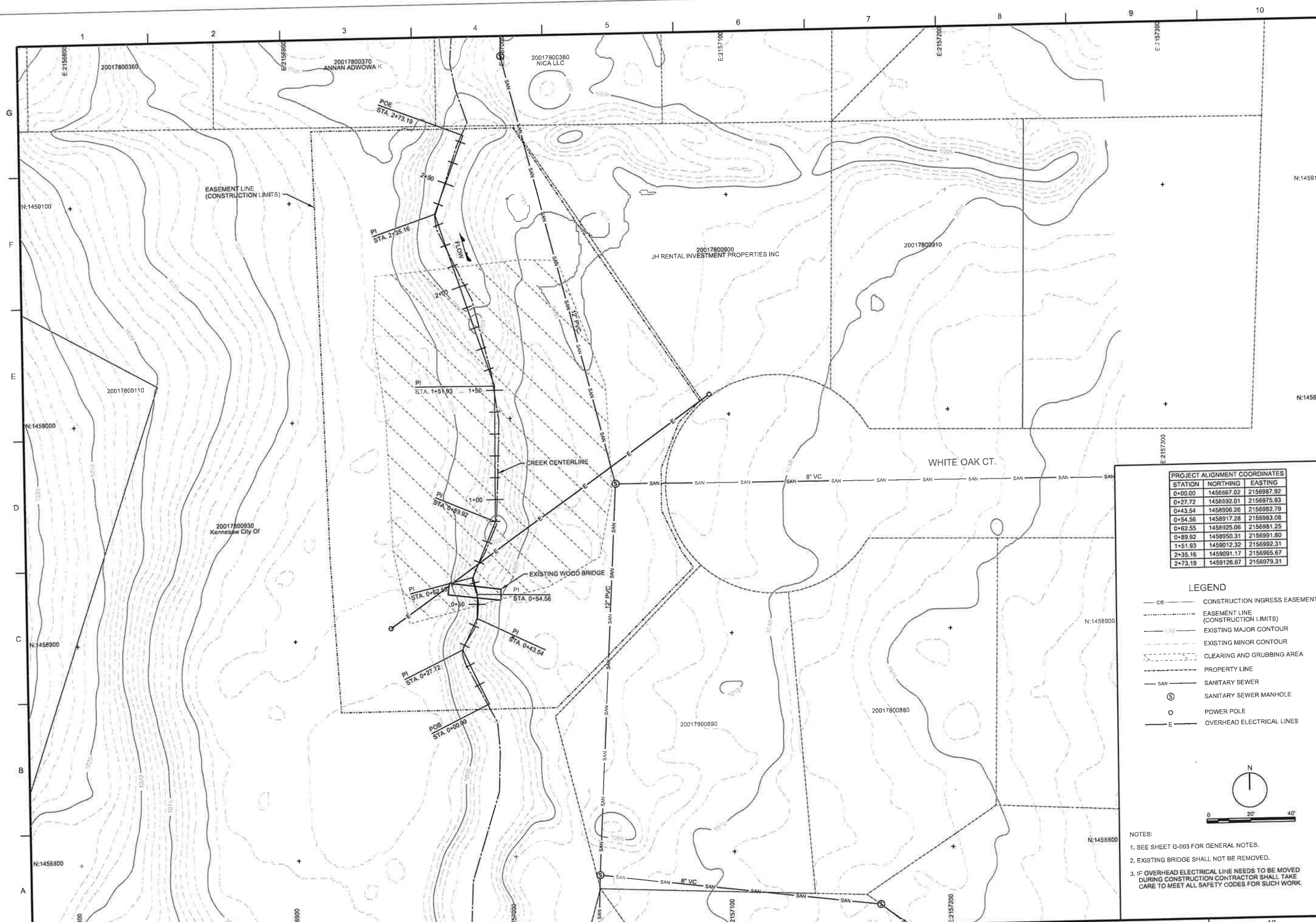
Sworn to and subscribed before me
this ____ day of _____, 20____.

Insert Property Owner's Name

NOTARY PUBLIC(SEAL)

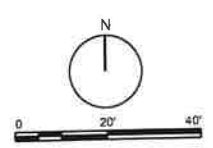
Approval _____
Date _____
Stipulations _____

****Attach an "8 ½ x 11" Plat - Exhibit "A"**



STATION	NORTHING	EASTING
0+00.00	1458867.02	2156987.92
0+27.72	1458892.01	2156975.93
0+43.54	1458906.26	2156982.79
0+54.56	1458917.28	2156983.08
0+62.55	1458925.06	2156981.25
0+89.92	1458950.31	2156991.80
1+51.93	1459012.32	2156992.31
2+35.16	1459091.17	2156965.67
2+73.19	1459126.67	2156979.31

- LEGEND**
- CE — CONSTRUCTION INGRESS EASEMENT
 - - - EASEMENT LINE (CONSTRUCTION LIMITS)
 - EXISTING MAJOR CONTOUR
 - - - EXISTING MINOR CONTOUR
 - CLEARING AND GRUBBING AREA
 - PROPERTY LINE
 - SAN — SANITARY SEWER
 - Ⓢ SANITARY SEWER MANHOLE
 - POWER POLE
 - E — OVERHEAD ELECTRICAL LINES



- NOTES:**
- SEE SHEET G-003 FOR GENERAL NOTES.
 - EXISTING BRIDGE SHALL NOT BE REMOVED.
 - IF OVERHEAD ELECTRICAL LINE NEEDS TO BE MOVED DURING CONSTRUCTION CONTRACTOR SHALL TAKE CARE TO MEET ALL SAFETY CODES FOR SUCH WORK.



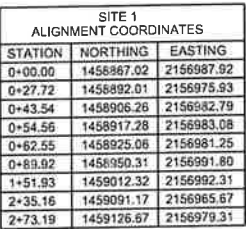
MARK	DESCRIPTION	DATE

ISSUE DATE: MARCH 2023
SOLICITATION NO.:
CONTRACT NO.:
CHECKED BY: M. WIGGINS
SUBMITTED BY: M. WIGGINS
CADD CODE: CHC21011
SIZE: 11x17 SHEET FILE NAME: CHC21011-CD 103.dwg
ANSI D

DESIGNED BY: A. THROOP
DRAWN BY: J. GIBSON
CHECKED BY: M. WIGGINS
U.S. ARMY CORPS OF ENGINEERS
MOBILE DISTRICT STREET
109 W. GADSDEN STREET
MOBILE, AL 36602

COBB COUNTY, GEORGIA
BUTLER CREEK ECOSYSTEM RESTORATION
SITE 1
EXISTING CONDITIONS AND
CLEARING AND GRUBBING PLAN

SHEET ID
CD103



SITE 1 ALIGNMENT COORDINATES		
STATION	NORTHING	EASTING
0+00.00	1458867.02	2156987.92
0+27.72	1458892.01	2156975.93
0+43.54	1458906.26	2156982.79
0+54.56	1458917.28	2156983.08
0+62.55	1458925.06	2156981.25
0+83.92	1458950.31	2156991.80
1+51.93	1459012.32	2156992.31
2+35.16	1459091.17	2156965.67
2+73.19	1459126.57	2156979.31

LEGEND

- | | |
|---|--|
|  | CONSTRUCTION INGRESS EASEMENT |
|  | EASEMENT LINE
(CONSTRUCTION LIMITS) |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED MINOR CONTOUR |
|  | PROPERTY LINE |
|  | SANITARY SEWER |
|  | SANITARY SEWER MANHOLE |
|  | AREA TO BE GRADED TO ELEVATION |
|  | EXISTING CREEK CENTERLINE |
|  | POWER POLE |
|  | OVERHEAD ELECTRICAL LINES |



NOTES:

1. SEE SHEET G-003 FOR GENERAL NOTES.
2. CONTRACTOR SHALL TAKE CARE TO NOT DAMAGE THE OVERHEAD ELECTRICAL LINES, GUYS LINES AND POLES.



**US Army Corps
of Engineers®**

[illegible]

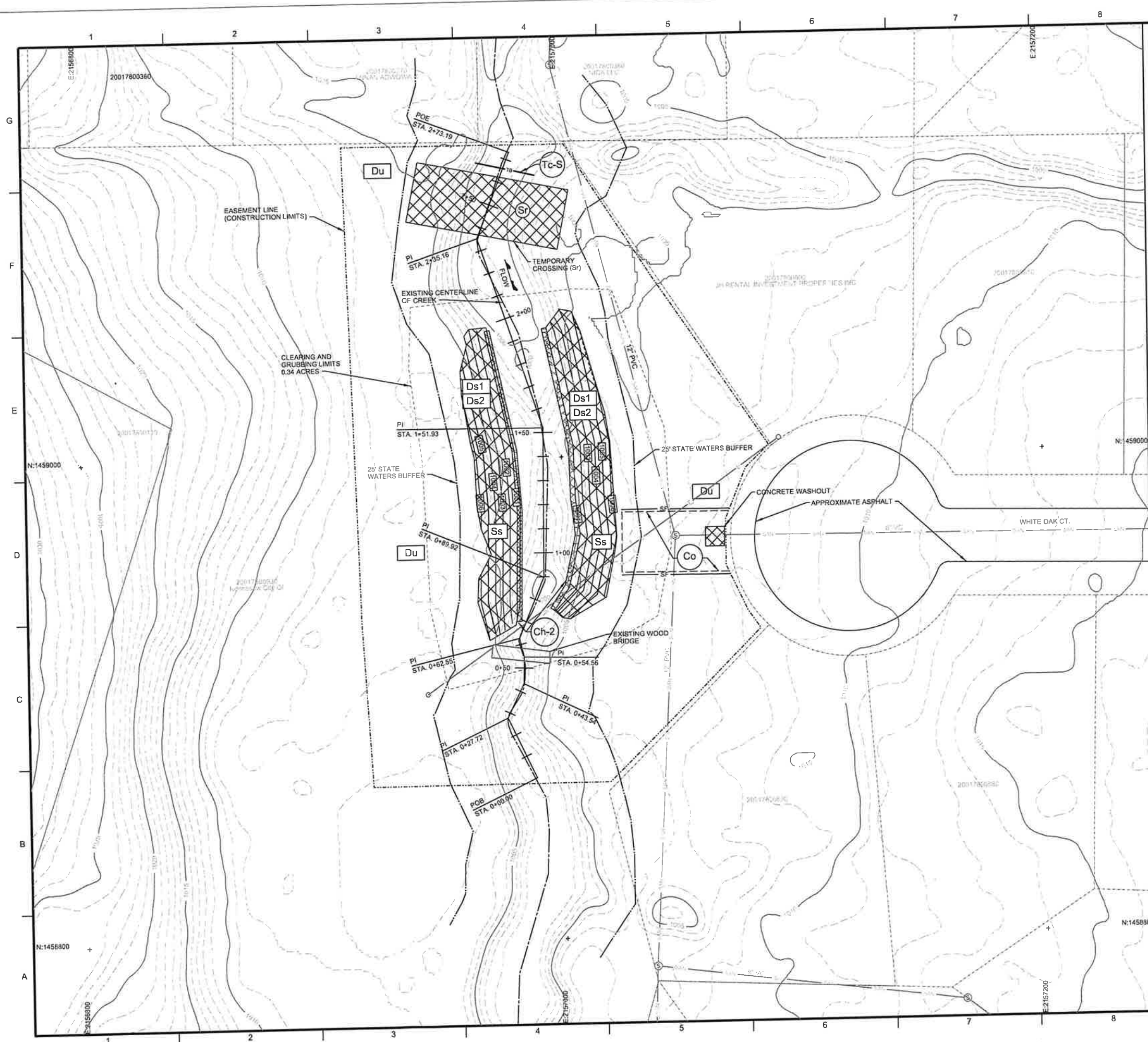
DESIGNED BY: A. THROOP	ISSUE DATE: MARCH 2023
DRAWN BY: J. GIBSON	SOLICITATION NO.:
CHECKED BY: J. BASS	CONTRACT NO.:
SUBMITTED BY: M. WIGGINS	WXXXXX-XX-X-XXX
	CADD CODE:
	CHC21011
SIZE:	ISO SHEET FILE NAME:

U.S. ARMY CORPS OF ENGINEERS
MOBILE DISTRICT
109 ST. JOSEPH STREET
MOBILE, AL 36602

COBB COUNTY, GEORGIA
RUTHER CREEK ECOSYSTEM RESTORATION

SITE 1

SHEET ID
CE108



NOTES:

1. SEE SHEET G-003 FOR GENERAL NOTES.
2. BEFORE PLACEMENT OF COIR FABRIC ALL SLOPES SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE TO SEEDING PLAN ON DT505.
3. THE SILT FENCES, COIR FABRIC, AND SEEDED AREAS SHOULD BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE PERMITEE REQUIREMENTS ON SHEET CE005.
4. THE INITIAL BMP'S MUST BE MAINTAINED UNTIL COMPLETION OF ALL CONSTRUCTION ACTIVITIES ON THE SITE.
5. THE DEWATERING DISCHARGE MUST GO THROUGH APPROPRIATE BMP'S (AS SPECIFIED IN THE GEORGIA STORM WATER MANUAL DATED 2016) TO MEET QUALITY REQUIREMENTS BEFORE BEING DISCHARGED BACK INTO THE STREAM.

LEGEND

- | | |
|---|-------------------------------------|
|  | EASEMENT LINE (CONSTRUCTION LIMITS) |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED MINOR CONTOUR |
|  | PROPERTY LINE |
|  | SANITARY SEWER |
|  | SANITARY SEWER MANHOLE |
|  | POWER POLE |
|  | OVERHEAD ELECTRICAL LINES |
|  | CLEARING AND GRUBBING LIMITS |
|  | 25' STATE WATERS BUFFER |
|  | RIP RAP |
|  | COIR FABRIC |

- | | |
|---|---|
|  | DUST CONTROL |
|  | TEMPORARY SEEDING |
|  | TEMPORARY MULCHING |
|  | |
|  | TEMPORARY CROSSING |
|  | TURBIDITY BARRIER |
|  | |
|  | CONSTRUCTION ENTRANCE/EXIT
WITH CONCRETE WASHOUT |



Emily T Wortman
Level II Certified Design Professional
CERTIFICATION NUMBER 0000054594
ISSUED 07/25/2021 EXPIRES 07/25/2024



**US Army Corps
of Engineers®**

[illegible]

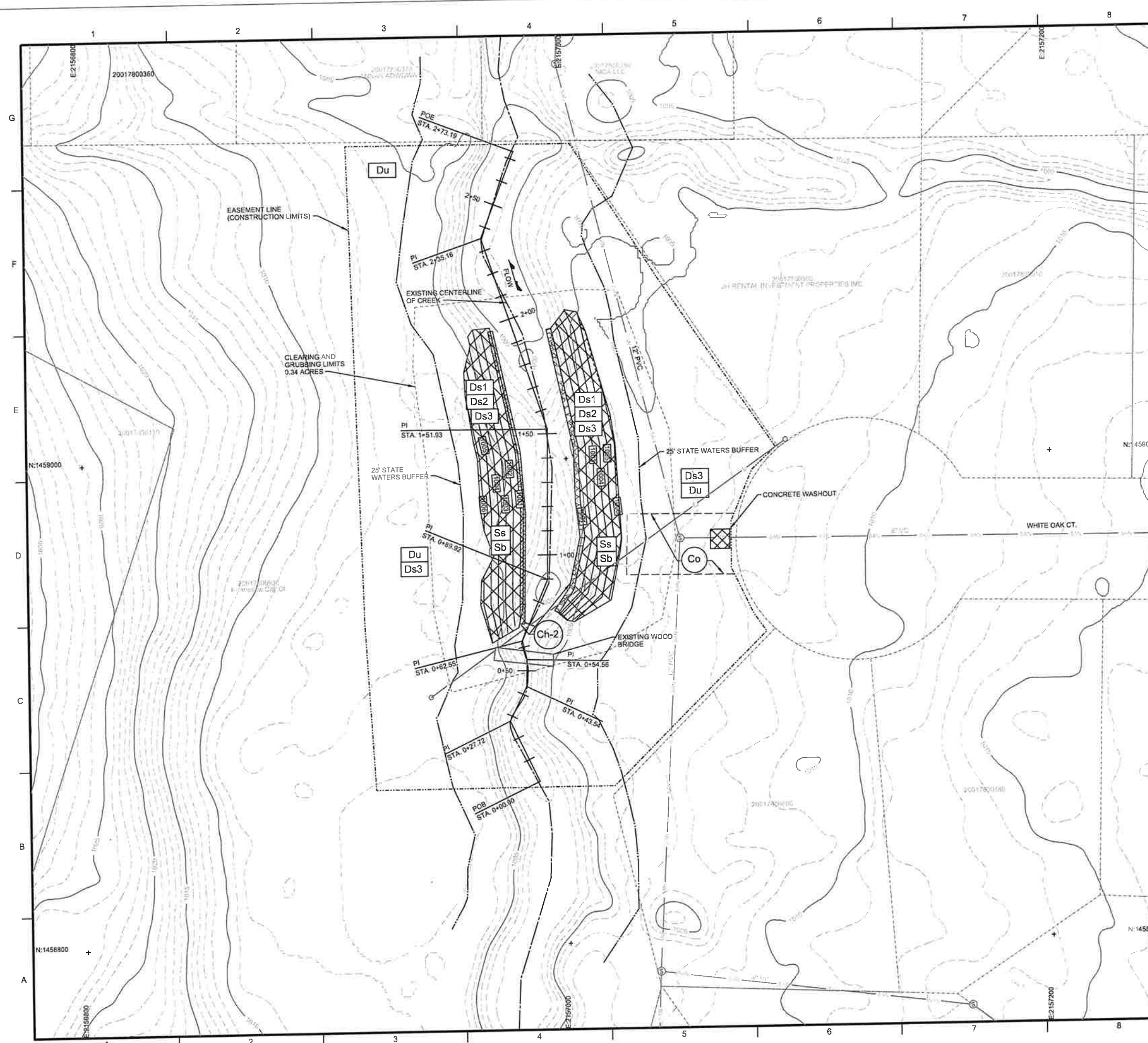
DESIGNED BY: A. THROOP	ISSUE DATE: MARCH 2023
DRAWN BY: J. GIBSON	SOLICITATION NO.:
CHECKED BY: J. BASS	CONTRACT NO.:
SUBMITTED BY: M. WIGGINS	CADD CODE: CHC21011
SIZE:	TWO SHEET FILE NAME:

U.S. ARMY CORPS OF ENGINEERS
MOBILE DISTRICT
109 ST. JOSEPH STREET
MOBILE, AL 36602

**COBB COUNTY, GEORGIA
BUTLER CREEK ECOSYSTEM RESTORATION**

SITE 1
PHASE 2 ES&PCP PLAN

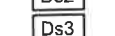
SHEET ID
CG125

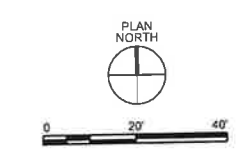


NOTES:

1. SEE SHEET G-003 FOR GENERAL NOTES.
2. **THE CONTRACTOR SHALL PREPARE A DEWATERING PLAN FOR ALL STRUCTURES REQUIRING INSTREAM EXCAVATION.**
3. **THE INITIAL BMPs MUST NOT BE REMOVED UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES ON THE SITE.**
4. **THE DEWATERING DISCHARGE MUST GO THROUGH APPROPRIATE BMPs (AS SPECIFIED IN THE GEORGIA STORM WATER MANUAL DATED 2016) TO MEET WATER QUALITY REQUIREMENTS BEFORE BEING DISCHARGED BACK INTO THE STREAM.**
5. **A FOUR INCH LAYER (AFTER COMPACTION) OF TOPSOIL THAT MEETS THE REQUIREMENTS OF THE SPECIFICATIONS WILL BE PLACED BEFORE THE FINAL SEEDING AND PLACEMENT OF THE COIR FABRIC.**

LEGEND

- | | |
|---|-------------------------------------|
|  | EASEMENT LINE (CONSTRUCTION LIMITS) |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED MINOR CONTOUR |
|  | PROPERTY LINE |
|  | SANITARY SEWER |
|  | SANITARY SEWER MANHOLE |
|  | POWER POLE |
|  | OVERHEAD ELECTRICAL LINES |
|  | CLEARING AND GRUBBING LIMITS |
|  | 25' STATE WATERS BUFFER |
|  | RIP RAP |
|  | COIR FABRIC |
|  | DUST CONTROL |
|  | TEMPORARY SEEDING |
|  | TEMPORARY MULCHING |
|  | PERMANENT SEEDING |
|  | |
|  | |
|  | TEMPORARY CROSSING |
|  | TURBIDITY BARRIER |
|  | |
|  | |



 **GSWCC** Georgia School and District Construction Commission

Emily T Wortman

Level II Certified Design Professional

CERTIFICATION NUMBER 9000034594

ISSUED 07/25/2021 **EXPIRES** 07/25/2024

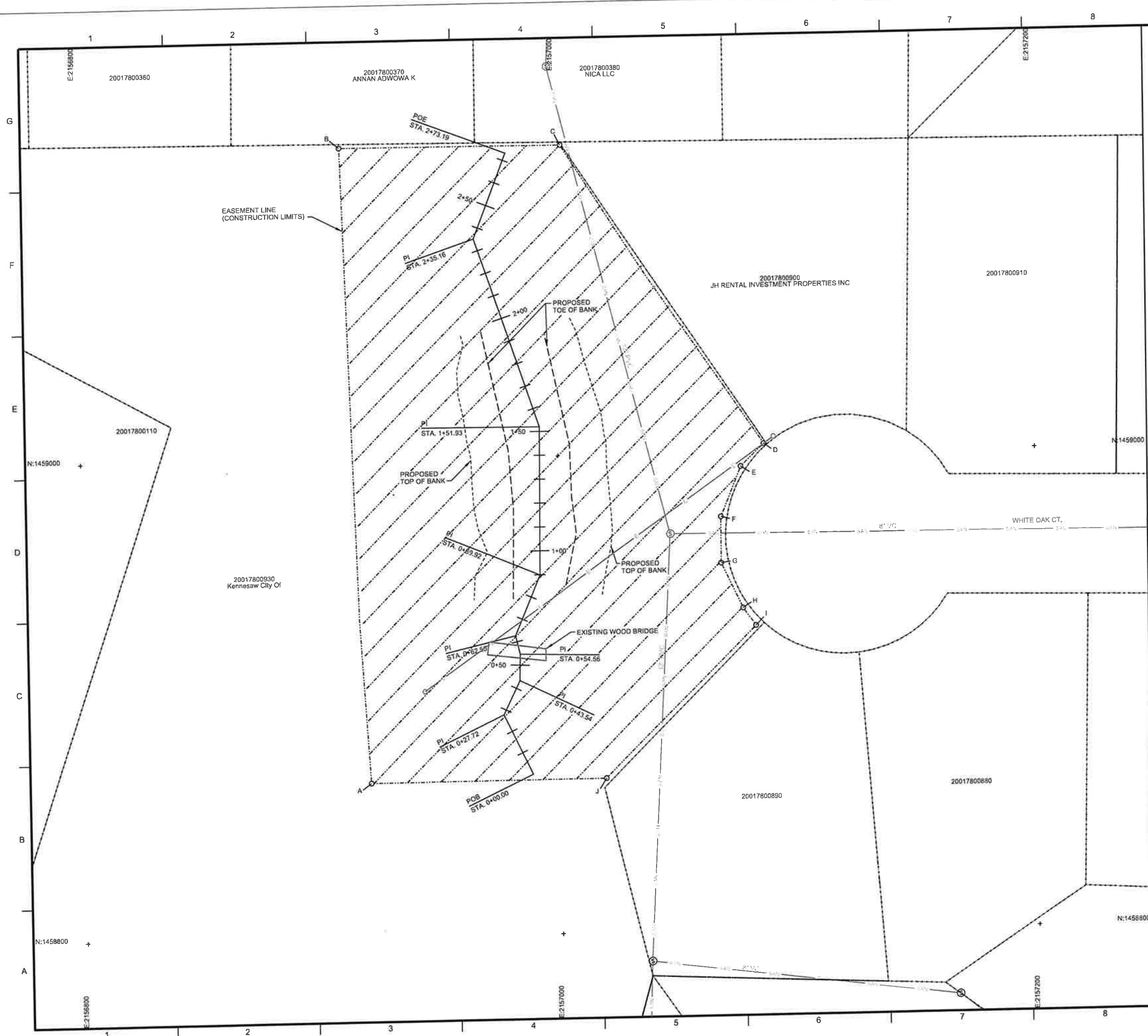
[illegible]

DESIGNED BY: A. THROOP	ISSUE DATE: MARCH 2023
DRAWN BY: J. GIBSON	SOLICITATION NO.:
CHECKED BY: J. BASS	CONTRACT NO.: W02XXXX-XX-X-XXX
SUBMITTED BY: M. WIGGINS	CADD CODE: CHC21011
SIZE: ANSI D	1/30 SHEET FILE NAME: CHC21011-06-130.dgn

U.S. ARMY CORPS OF ENGINEERS
MOBILE DISTRICT
109 ST. JOSEPH STREET
MOBILE, AL 36602

COBB COUNTY, GEORGIA
BUTLER CREEK ECOSYSTEM RESTORATION
SITE 1
PHASE 3 ES&PCP PLAN

SHEET ID
CG130



SITE 1 CONSTRUCTION EASEMENT COORDINATES		
PT.	NORTHING	EASTING
A	1458864.46	2156919.99
B	1459130.06	2156609.82
C	1459126.68	2157002.42
D	1459003.57	2157086.24
E	1458994.21	2157076.44
F	1458973.32	2157067.92
G	1458953.97	2157067.81
H	1458935.01	2157076.84
I	1458927.56	2157082.18
J	1458964.73	2157018.85

SITE 1 CONSTRUCTION LIMITS ACREAGE	
PARCEL #	ACREAGE
20017800930	0.85

PROJECT ALIGNMENT COORDINATES		
STATION	NORTHING	EASTING
0+00.00	1458867.02	2156987.92
0+27.72	1458892.01	2156975.93
0+43.54	1458906.26	2156982.79
0+54.56	1458917.28	2156983.05
0+62.55	1458925.06	2156981.25
0+89.92	1458950.31	2156991.80
1+51.93	1459012.32	2156992.31
2+35.16	1459091.17	2156965.67
2+73.19	1459126.67	2156979.31

LEGEND

- | | |
|---|--|
|  | CONSTRUCTION INGRESS EASEMENT |
|  | EASEMENT LINE
(CONSTRUCTION LIMITS) |
|  | PROPERTY LINE |
|  | SANITARY SEWER
SANITARY SEWER MANHOLE |
|  | PROPOSED TOP OF BANK |
|  | PROPOSED TOE OF BANK |



NOTES:

1. SEE SHEET G-003 FOR GENERAL NOTES.



**US Army Corps
of Engineers®**

[illegible]

DESIGNED BY: A. THROOP	ISSUE DATE: MARCH 2023
DRAWN BY: J. GIBSON	SOLICITATION NO.: XXXXXX-XX-X-XXX
CHECKED BY: J. BASS	CONTRACT NO.: XXXXXX-XX-X-XXX
SUBMITTED BY: M. WIGGINS	CADD CODE: CHC21011
SIZE: ANSI D	SHEET FILE NAME: CHC21011-V114.dwg

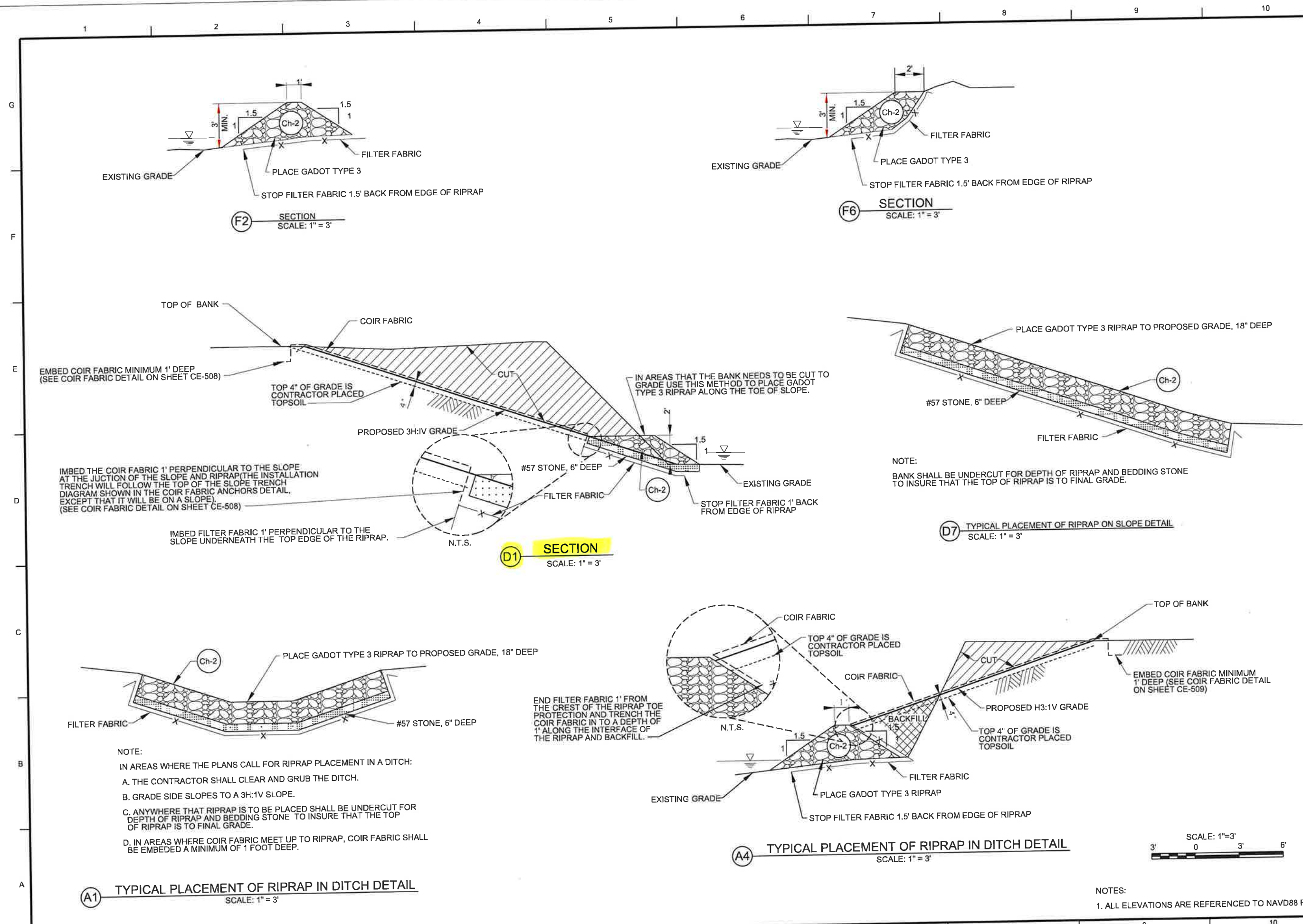
ARMY CORPS OF ENGINEERS
MOBILE DISTRICT
109 ST. JOSEPH STREET
MOBILE, AL. 36602

COBB COUNTY, GEORGIA
BUTLER CREEK ECOSYSTEM RESTORATION

SITE 1

CONSTRUCTION EASEMENT PLAN

SHEET ID
V114



CLERK OF THE SUPERIOR COURT RECORDING
INFORMATION

TEMPORARY CONSTRUCTION EASEMENT AND BANK PROTECTION EASEMENT DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 178 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WHITE OAK COURT (50' RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY OF WOODLAND DIVE (50' RIGHT OF WAY), THENCE FOLLOWING THE SOUTHERLY RIGHT OF WAY OF WHITE OAK COURT A DISTANCE OF 267.00 FEET PER PLAT BOOK 64 PAGE 176 TO A #3 REBAR FOUND WITH GEORGIA WEST STATE PLANE COORDINATES NORTHING: 1,458,929.27 EASTING: 2,157,082.05, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF WHITE OAK COURT SOUTH 46 DEGREES 40 MINUTES 22 SECONDS WEST A DISTANCE OF 89.90 FEET TO A #3 REBAR FOUND;

THENCE SOUTH 89 DEGREES 50 MINUTES 37 SECONDS WEST A DISTANCE OF 98.86 FEET TO A POINT;

THENCE NORTH 00 DEGREES 26 MINUTES 56 SECONDS WEST A DISTANCE OF 270.55 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 05 MINUTES 23 SECONDS EAST A DISTANCE OF 92.60 FEET TO A #5 REBAR FOUND;

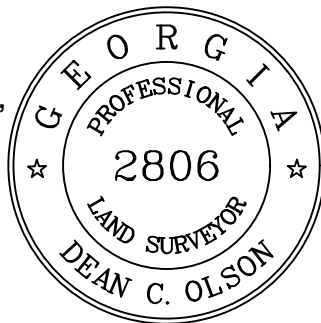
THENCE SOUTH 32 DEGREES 35 MINUTES 27 SECONDS EAST A DISTANCE OF 153.54 FEET TO A POINT FOUND ON THE NORTHERLY RIGHT OF WAY OF WHITE OAK COURT;

THENCE ALONG THE CUL-DE-SAC OF WHITE OAK COURT ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 89.88 FEET, WITH A RADIUS OF 50.00 FEET, SUBTENDED BY A CHORD OF 78.26 FEET, WITH A CHORD BEARING OF SOUTH 06 DEGREES 32 MINUTES 38 SECONDS WEST TO A #3 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 0.86 ACRES 37621 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATION

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. **RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.** 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.



AS SURVEYOR FOR
GASKINS + LECRAW, INC.

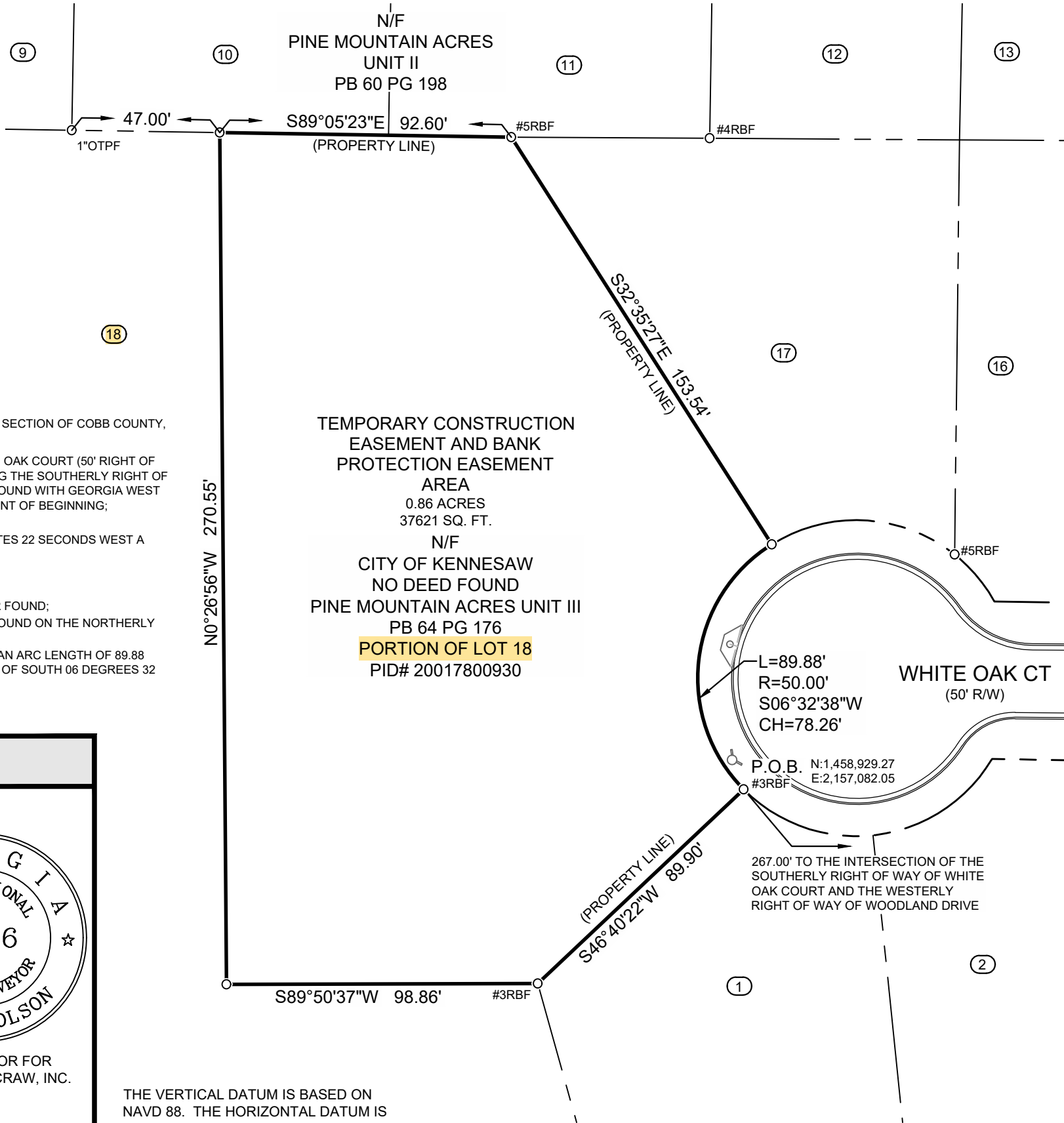
Dean C. Olson

DEAN C. OLSON
GEORGIA REGISTERED LAND SURVEYOR NO. 2806

DATE: 4/14/2025

THE VERTICAL DATUM IS BASED ON NAVD 88. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, NAD '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING eGPS GNSS REAL TIME NETWORK TRIMBLE R12 GPS UNIT.

CLOSURE PRECISION: 1/ 1,527,781' REVISIONS: #1 4/17/2024 ADDRESSED COMMENTS
#2 4/14/2025 REVISED NAME OF EASEMENT



PREPARED IN THE OFFICE OF:



© 2024 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
www.gaskinslecraw.com

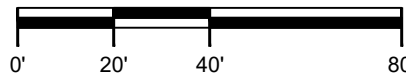
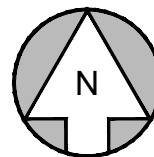
LSF001371

TEMPORARY CONSTRUCTION EASEMENT AND BANK
PROTECTION EASEMENT EXHIBIT PREPARED FOR:

COBB COUNTY
BUTLER CREEK
ARMY CORP OF ENGINEERS
EASEMENT - SHEET V114
WHITE OAK COURT
PORTION OF LOT 18
PINE MOUNTAIN ACRES - UNIT III
LAND LOT 178, 20TH DISTRICT,
20TH SECTION, COBB COUNTY, GEORGIA

SCALE & NORTH ARROW:

GRID NORTH ~ GA ZONE WEST



SCALE: 1" = 40'

SURVEY INFO:

DRAWN BY:	CAM
REVIEWED BY:	DCO
FIELD DATE:	3/18/2024
OFFICE DATE:	3/20/2024
JOB #:	05780015.000



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: May 19, 2025
TITLE: **Crime Statistics: April 2025**
Consideration to accept the April 2025 Crime Statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. M&C Report April 2025 PPT

April 2025 Crime Statistics



Group A Crimes	Apr 2025	Apr 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	6 (+0)	6	17 (+4)	13
INTIMIDATION	6 (-2)	8	44 (+18)	26
SIMPLE ASSAULT	11 (-5)	16	51 (-17)	68
HOMICIDE OFFENSES	0 (+0)	0	0 (-1)	1
SEX OFFENSES	3 (-2)	5	11 (-3)	14
KIDNAPPING	0 (-2)	2	2 (-2)	4
MOTOR VEHICLE THEFT	2 (+1)	1	10 (+4)	6
BURGLARY	5 (-2)	7	13 (-2)	15
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
EMBEZZLEMENT	0 (+0)	0	1 (-1)	2
BRIBERY	0 (+0)	0	0 (+0)	0
ARSON	1 (+1)	0	1 (+1)	0
ROBBERY	1 (+1)	0	3 (+3)	0
FORGERY	1 (+1)	0	4 (-2)	6
EXTORTION	1 (+0)	1	4 (-1)	5
FRAUD OFFENSES	11 (+4)	7	62 (+18)	44
LARCENY/ THEFT OFFENSES	12 (+4)	8	58 (+9)	49
VANDALISM	2 (-4)	6	15 (-10)	25
STOLEN PROPERTY OFFENSES	1 (+0)	1	6 (+1)	5
DRUG/ NARCOTICS OFFENSES	24 (-15)	39	110 (-10)	120
PORNOGRAPHY OBSCENE MATERIAL	1 (+1)	0	1 (-2)	3
WEAPONS LAW VIOLATIONS	2 (-1)	3	15 (+2)	13
Totals	90	110	428	419

	Apr 2025	Apr 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	637 (-141)	778	2,810 (-154)	2,964
Self-Initiated Activity	1,221 (+125)	1,096	5,055 (+707)	4,348
Traffic Citations	541 (-14)	555	2,207 (-41)	2,248
Traffic Warnings*	732 (+184)	548	2,842 (+646)	2,196
Arrests**	64 (-40)	104	313 (-46)	359

	Apr 2025	Apr 2024	YTD 2025	YTD 2024
Auto Accidents	92 (-33)	125	388 (-38)	426
Accident w/ Injury	6 (-8)	14	42 (+4)	38
Hit and Run	8 (-2)	10	45 (-2)	47
Hit and Run w/ Injury	0 (-1)	1	2 (-2)	4
Person Hit by Auto w/ Injury	2 (+1)	1	3 (+2)	1

* Warnings do not include verbal warnings

Arrests do not include juvenile arrests

**



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: May 19, 2025

TITLE: **Resolution: Construction Material Testing Services for Public Safety Facility**
 Consideration for approval of a Resolution accepting a proposal from Geo-Hydro Engineers for Construction Material Testing Services for the Kennesaw Public Safety Facility.

Summary:

Geo-Hydro Engineers has submitted to the City a proposal to provide construction material testing and NPDES compliance services for the Kennesaw Public Safety Facility. This proposal includes testing the soil compaction, concrete, steel and asphalt. Also included, is storm runoff testing, inspection of erosion control measures and needed reporting. The proposal for these tasks is for the amount of \$57,981.60.

Recommendation:

The Public Works Director recommends approval of the proposal.

Fiscal Impact:

310.4228.54.150700.00000 SPLOST 2022 PUBLIC SAFETY FACILITY

Attachments:

1. RES 2025 - Geo-Hydro KPS
2. Attachment A - Geo-Hydro 251728.10 Kennesaw Public Safety New Office

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025- __

**RESOLUTION TO APPROVE A PROPOSAL FROM GEO-HYDRO ENGINEERS FOR
CONSTRUCTION MATERIAL TESTING SERVICES FOR THE
KENNESAW PUBLIC SAFETY FACILITY**

**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 provide material testing and NPDES compliance services for SPLOST 2022 PUBLIC SAFETY FACILITY; and

WHEREAS, Geo-Hydro Engineers has represented to the City they are experienced and qualified to perform those services; and

WHEREAS, Geo-Hydro Engineers has offered to provide the required material testing and NPDES compliance services for an amount of \$57,981.60.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the proposal with Geo-Hydro Engineers to perform the work as described in tasks Attachment A.

BE IT FURTHER RESOLVED this Resolution shall become effective from and after its adoption and execution by the mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of May 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

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

May 2, 2025

**Proposal to Provide
Construction Materials Testing and Special Inspections and
NPDES Compliance Services
Kennesaw Public Safety New Office
Kennesaw, Georgia
Geo-Hydro Proposal Number 251728.P0**

Dear Mr. Stewart:

Geo-Hydro Engineers appreciates the opportunity to provide this proposal to perform Construction Materials Testing and Special Inspections for the above referenced project. Our scope of work is based on review of the construction documents dated January 31, 2025, and on our experience with similar projects.

We understand that the project consists of a proposed new building addition to the existing public safety site, as well as site work and expanded parking areas. The project is located in Kennesaw, GA.



SCOPE OF WORK

Construction Materials Testing and Special Inspection Services

Subgrade Evaluations and Field Density Testing

At-grade areas and areas to receive structural fill in the building pad, drive ways, and parking areas will be evaluated by proofrolling with a loaded dump truck, scraper, or other similar rubber-tired equipment and recommendations for dealing with unstable soils if encountered.

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils.

Foundation Bearing Surface Evaluations

Our representative will be on site to perform foundation bearing surface testing. The foundation system will consist of shallow foundations. Geo-Hydro's recommended approach to the testing of shallow foundation excavations bearing in soil is to perform hand auger and dynamic cone penetrometer testing at select locations. We will perform these tests in accordance with the general guidelines established in ASTM STP-399. If the required bearing capacity is not available based on our evaluations, remedial recommendations will be provided in a timely manner so as not to unnecessarily delay the construction process.

Observation of Reinforcing Steel

Our representatives will be present to observe that concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be immediately brought to the attention of the field personnel so that appropriate corrections can be implemented.

Concrete Testing

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval.

Reinforced Unit Masonry Testing

We will sample and test the masonry in accordance with the project specifications and applicable ASTM standards. We will also observe the installation of reinforcing steel during masonry construction and perform observation of structural masonry grouting as required by the IBC. We will perform the specified CMU block grout testing. Test specimens will be transported to the laboratory for the specified curing and testing.

Structural Steel Inspection and Testing

Inspection of steel fabricators is required by the IBC if the fabricator is not registered and approved. During our inspection of the fabricator we will verify that the fabricator maintains detailed fabrication and quality control procedures. We will verify the fabrication process, the material specification, review grade and mill test reports, and performing visual inspections and non-destructive testing when applicable.

We will perform inspections and testing of the welded and bolted connections in accordance with appropriate codes and the requirements of the AISC 360, Chapter N. We will observe welding operations and perform visual inspections of the completed welds to confirm that the materials, procedures, and workmanship are in conformance with the construction documents. We will observe bolting operations to confirm conformance with the construction documents and the provisions of the RCSC specification.

Pavement Testing

We plan to observe the proofrolling of the soil subgrade prior to and after the placement of graded aggregate base course materials. We will obtain a bulk sample of the base course material and perform laboratory modified Proctor (ASTM D 1557) testing on the collected sample to allow calculation of field compaction percentages. We plan to check the in-place dry density and thickness of the compacted base course complies with the project documents. For asphaltic (flexible) concrete pavements, we plan to check the in-place thicknesses and densities of completed asphalt pavements by obtaining asphalt cores and performing field and laboratory testing. For concrete (rigid) pavements, we plan to check the reinforcing steel placement (for reinforced concrete pavements), use of the required design mix, sample fresh concrete (and perform field quality tests) and prepare laboratory-cured concrete specimens at the project-specified frequencies, and cure and perform compressive strength testing of concrete cylinders and report the results.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

NPDES Compliance Scope of Services

The purpose of the services proposed herein will be to help achieve compliance with portions of the Georgia Environmental Protection Division's National Pollutant Discharge Elimination Systems (NPDES) General Permit Number GAR100001 (NPDES Permit). The proposed NPDES compliance services include the following:

Task 1: Weekly and Rainfall BMP Inspections & Reporting

Task 2: Analysis of Storm Water Turbidity Samples

Task 1: Weekly and Rainfall BMP Inspections & Reporting

Qualified personnel provided by Geo-Hydro will inspect BMPs once every seven days and after each 0.5 inch 24-hour rainfall event, whichever occurs first. The inspector will observe the erosion and sediment control measures in an effort to evaluate if they have been correctly installed and maintained as designed. Qualified personnel will also observe areas of the site that have undergone final stabilization once per month. The inspections will be performed until a Notice of Termination (NOT) is filed with Georgia EPD

by the primary permittee. Storm water discharge points will also be observed to see whether erosion control measures are effective in preventing significant impacts to receiving waters.

A BMP inspection worksheet report summarizing the scope of the inspection will be prepared and submitted to the primary permittees following each BMP inspection. The report will identify areas of non-compliance and provide recommended actions for resolution.

Please note that there is some uncertainty in determining what a State or municipal regulatory inspection team will define as a deficiency. Existing field conditions thought to be in compliance may be interpreted by the regulators as a deficiency. The permittee's defense against any regulatory action is to prove that BMPs have been properly designed, installed, and maintained.

Task 2: Storm Water Collection and Turbidity Analysis

Under the GAR100001 permit, storm water discharges are required to be sampled once after clearing and grubbing are completed and once after 90 days have passed since the clearing and grubbing phase or when mass grading is complete. In addition, if BMPs are found not to be properly designed, installed, or maintained after 90 days have passed since the clearing and grubbing phase or when mass grading is complete, then turbidity samples are to be taken for every 0.5-inch 24-hour rainfall event until those BMPs are found to be properly designed, installed, and maintained. Storm water samples will be collected and analyzed by Geo-Hydro for turbidity in accordance with the GAR100001 permit.

Proposal Assumptions: It is assumed that the primary permittees (owner and general contractor) will provide the following:

- Electronic copy of the site ES&PC Plan.
- Preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Site superintendent will conduct daily inspections and record rain gauge log.
- Site superintendent will file BMP compliance documents on-site.

Limitation of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

FEE

We have included a budgetary cost estimate based on preliminary scheduling information and our understanding of the scope of services required for this project. There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

We will submit progress invoices at the end of each month for which our services are provided. No change orders will be issued for the scope of services within our cost breakdown. Change orders, if any, will only be requested for agreed upon additional scope items beyond what is indicated on our cost estimate.

* * * * *

If this proposal is acceptable, please authorize our services by providing us your purchase order. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

Geo-Hydro Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'J. Thompson', is positioned above the printed name.

Jeremy A. Thompson, P.E.

Sr. Project Manager

jthompson@geohydro.com

JAT\MCW\Kennesaw Public Safety New Office

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE**SUBGRADE EVALUATIONS & FIELD DENSITY TESTING**

Subgrade Evaluations (Based on 4 trips @ 4 hours each)

16 hours	Senior Engineering Technician	at	\$80.00 per hour	\$1,280.00
Compaction Testing of Fill Placement (Based on 20 trips at 8 hours per trip)				
160 hours	Senior Engineering Technician	at	\$80.00 per hour	\$12,800.00
Laboratory Testing				
2 tests	Standard Proctor (ASTM D 698)	at	\$200.00 each	\$400.00
Project Management				
15 hours	Senior Project Manager	at	\$200.00 per hour	\$3,000.00
Travel				
24 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$172.80
Subtotal				\$17,652.80

SHALLOW FOUNDATION EVALUATION

Building Shallow Foundation Evaluations (Based on 8 trips @ 4 hours each)

32 hours	Staff Professional	at	\$115.00 per hour	\$3,680.00
Project Management				
6 hours	Senior Project Manager	at	\$200.00 per hour	\$1,200.00
Travel				
8 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$57.60
Subtotal				\$4,937.60

REINFORCING STEEL AND CAST-IN-PLACE CONCRETE TESTING

Field Concrete Testing and Sampling (Based on 15 pours @ 6 hours each)

90 hours	Senior Engineering Technician	at	\$80.00 per hour	\$7,200.00
Sample Pickups (When not combined with other services, 15 trips @ 2 hour each)				
30 hours	Senior Engineering Technician	at	\$80.00 per hour	\$2,400.00
Laboratory Testing				
150 specimens	Compressive Strength	at	\$25.00 each	\$3,750.00
Project Management				
10 hours	Senior Project Manager	at	\$200.00 per hour	\$2,000.00
Travel				
30 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$216.00
Subtotal				\$15,566.00

MASONRY INSPECTION

Masonry Construction (Based on 5 trips @ 4 hours each)

20 hours	Senior Engineering Technician	at	\$80.00 per hour	\$1,600.00
Laboratory Testing				
8 specimens	Compressive Strength (C1019)	at	\$25.00 each	\$200.00
Project Management				
4 hours	Senior Project Manager	at	\$200.00 per hour	\$800.00
Travel				
5 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$36.00
Subtotal				\$2,636.00

STRUCTURAL STEEL INSPECTIONS

Inspection of Bolted and Welded Connections (Based on 6 visits at 5 hours per visit)

30 hours	Structural Steel Inspector	at	\$150.00 per hour	\$4,500.00
Project Management				
5 hours	Senior Project Manager	at	\$200.00 per hour	\$1,000.00
Travel				
6 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$43.20
Subtotal				\$5,543.20

ASPHALT PAVEMENT TESTING

GAB Compaction Testing (Based on 4 trips at 4 hrs. per trip)

16 hours	Senior Engineering Technician	at	\$80.00 per hour	\$1,280.00
Laboratory Testing				
1 test	Modified Proctor (ASTM D1557)	at	\$250.00 per test	\$250.00
Asphalt Testing (Based on 2 trips at 8 hrs. per trip)				
16 hours	Senior Engineering Technician	at	\$80.00 per hour	\$1,280.00
Project Management				
4 hours	Senior Project Manager	at	\$200.00 hour	\$800.00
Travel				
5 trips	Mileage (10 miles per trip)	at	\$0.72 per mile	\$36.00
Subtotal				\$3,646.00

TOTAL MATERIALS TESTING AND SPECIAL INSPECTIONS COST ESTIMATE	\$49,981.60
--	--------------------

NPDES BEST MANAGEMENT PRACTICES (BMP) INSPECTIONS

Weekly/Rainfall BMP Inspections, Turbidity Analysis & Reporting (Average of 4 trips per month)

10 months	BMP Inspections	at	\$200.00 per trip	\$8,000.00
Subtotal				\$8,000.00

TOTAL MATERIALS TESTING, SPECIAL INSPECTIONS, and NPDES COST ESTIMATE	\$57,981.60
--	--------------------

FIELD TESTING SERVICES

on 4 trips @ 4 hours each)

Soil, Concrete, and Miscellaneous Testing

ement (I Engineering Technician, per hour.....	\$ 60.00
Senior Engineering Technician, per hour.....	\$ 75.00

Steel Testing

Skidmore-Wilhelm Bolt Tension Calibrator., per day	\$ 75.00
Ultrasonic Flaw Detector, per day.....	\$ 200.00

Coring - Pavement or Concrete

Mile: Equipment Rental (generator & coring machine), per day.....	\$ 0.72
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 1.50
Coring Technician, per hour.....	\$ 44.00

Special Field Test Equipment

valuation Floor Flatness Test Equipment, per day.....	\$ 250.00
“Profometer 4” rebar locator, per day.....	\$ 150.00
Windsor Probe, per shot.....	\$ 35.00
Nuclear Density Gauge, per day.....	\$ 200.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$ 40.00
Mile: StructureScan Mini all-in-one high-resolution GPR, per day.....	\$ 0.72
Thermal Imaging Camera, per day.....	\$ 250.00
NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.	
StructureScan Mini all-in-one high-resolution GPR, half day.....	\$ 800.00
ampling (E StructureScan Mini all-in-one high-resolution GPR, full day.....	\$ 1,500.00

NOTE: GPR prices include equipment and operator

mbined with other services, 15 trips @ 2 hour each)

NPDES SERVICES

NPDES Inspection, per trip.....	\$ 125.00
Monthly Monitoring Report, each.....	\$ 90.00

PROFESSIONAL CONSULTING SERVICES

	\$ 200.00
Principal Engineer/Geologist, per hour.....	\$ 150.00
Mile: Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 0.72
Project Manager/Registered Engineer, per hour.....	\$ 120.00
Special Inspection Engineer, per hour.....	\$ 80.00
Staff Professional, per hour.....	\$ 85.00
on 5 trips Engineering Aide, per hour.....	\$ 50.00
Administrative Assistant, per hour.....	\$ 33.00

LABORATORY TESTING SERVICES

<u>Soil-Cement/Cement Treated Base Mix Design Testing</u>	\$ 200.00
	\$ 1,500.00
Mile: Proctor Compaction Tests (ASTM D558), each.....	\$ 0.72
Soil-Cement Specimens, Compressive Strength, per specimen.....	\$ 15.00
Masonry Prisms, Lab Preparation and Compressive Strength	
and Concrete Testing, (ASTM C 1314), each.....	\$ 150.00
Concrete Masonry Unit (CMU) Lab Preparation and	
Compressive Strength Testing, (ASTM C 140), each.....	\$ 140.00
	\$ 200.00
<u>Bituminous Materials</u>	
Mile: Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 0.72
Core Density and Thickness Determination, each.....	\$ 2.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 175.00

MISCELLANEOUS

Mileage, per mile.....	\$ 0.62
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work

CLIENT CONTRACT (Signature Page)

PROJECT NAME: Kennesaw Public Safety New Office

PROJECT LOCATION: Kennesaw, Georgia

PROPOSAL NUMBER: 251728.P0 **DATE:** May 2, 2025

This document memorializes the contractual understanding and agreement by and between Geo-Hydro Engineers, Inc. (**Geo-Hydro**) and the party as identified and defined below as "**Client**." Its content, along with the content of: (i) Client Terms & Conditions of Service issued and approved by Geo-Hydro, (ii) that certain proposal document involving the Project Name and Project Location identified above and with a Proposal Number and Proposal Date as identified above (the "**Proposal**"), and (iii) that and/or certain statement of work/s (**SOW**), project document/s, instruction document/s, and/or task order/s (each a "**Project Doc**") as are accepted and approved in writing by Geo-Hydro, constitute and comprise the terms, conditions and rights of the contractual agreement ("**Contract**") by and between Geo-Hydro and Client for the service project with the Project Name, Project Location, Proposal Number and Proposal Date as identified above (the "**Project**"), such Project Doc/s being the unique Contract for the Project.

By signing below, each party, acknowledges and agrees to the incorporation and applicability of, and to be bound by, this document, the Client Terms & Conditions of Service document, the Proposal, and each applicable Project Doc as the Contract for the Project. The "**Signature Date**" of this document is: .

GEO-HYDRO ENGINEERS, INC.
(**"Geo-Hydro"**)

Signature of Authorized Geo-Hydro Agent

Agent Printed Name

Agent Title

Client Name ("Client")

Signature of Authorized Agent

Agent Printed Name

Agent Title

Client is to complete and provide following information:

Billing Entity Name _____

Individual to Receive Invoices _____

Email address _____ Phone No. _____

Street Address _____

City, State, Zip Code: _____

TERMS & CONDITIONS OF SERVICE

A. CONTRACT

The provisions of this Terms & Conditions of Service document are incorporated as a part of that Client Contract (“**signature page**”) document as well as that certain proposal document as identified on the signature page (the “**Proposal**”) and/or that or those certain statement of work/s (**SOW**), project document/s and/or task order/s (each as “**Project Doc**”) executed, accepted, and approved by Geo-Hydro Engineers, Inc. (**Geo-Hydro**) for each Geo-Hydro client Project. This document and all Project Docs that reference a unique Geo-Hydro client Project constitute and comprise a separate contractual agreement (“**Contract**”) by and between Geo-Hydro and the other party Client to a Client Contract (signature page) document and such Project Docs.

B. GEO-HYDRO SERVICES

In consideration of Client: (i) paying Geo-Hydro in full all amounts due, (ii) providing Geo-Hydro and its representatives with access and information as they require, and (iii) complying otherwise with the terms and conditions of the Contract, and subject to the qualifications and limitations otherwise stated in this Contract, Geo-Hydro shall use commercially reasonable efforts to provide to Client the services (“**Services**”) and deliverables (“**Deliverables**”) as expressly set forth in the Proposal and each other applicable Project Doc that is in a writing executed by Geo-Hydro and Client so as to become a part of this Contract. Except to the extent otherwise expressly written as a part of the Contract, Services and Deliverables shall be provided in accordance with, and to, the standards established and determined by Geo-Hydro “Standard of Care” and shall not be required to exceed normal industry standards and specifications for the locale of the associated Geo-Hydro project for Client per the Contract. Nothing in this Contract limits or prevents Geo-Hydro from providing the same or similar services and/or deliverables to others. Geo-Hydro does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Geo-Hydro’s performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Geo-Hydro is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Geo-Hydro’s recommendations or instructions.

C. FREEDOM TO REPORT.

It is contemplated that, during the course of its engagement, Geo-Hydro may be required to report on the past or current performance of others engaged, or being considered for engagement, directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, threaten, initiate, and/or bring claims, including (without limitation) for libel, slander and/or defamation, against Geo-Hydro and its present or former principals, officers, shareholders, directors, agents, representatives, subcontractors, successors, insurers, and attorneys (the “**Geo-Hydro Representatives**”). To help create an atmosphere in which Geo-Hydro’s personnel feel free to express themselves candidly, Client agrees: (1) to waive any claim against the Geo-Hydro Representatives, and (2) to defend, indemnify, and hold harmless Geo-Hydro Representatives from any threat or actual claim for injury, damage, breach, failure, liability, damage, fine, penalty, cost, expense, and/or loss (collectively such individually being a

“**Claim**” and collectively “**Claims**”) arising from or related to the Contract, its subject matter, the Project, the content of the Reports, and/or the professional opinions rendered by Geo-Hydro Representatives. Client further agrees to compensate Geo-Hydro Representatives for any time spent, or expenses incurred, by Geo-Hydro Representatives in defense of any such Claim, with compensation to be paid in accordance with Geo-Hydro prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Geo-Hydro may be required by local, state, and/or federal statute and/or regulations to report the discovery of conditions, occurrence of events, and/or existence of hazardous materials, and Client authorizes Geo-Hydro to do so as Geo-Hydro deems to be required or otherwise appropriate notwithstanding any confidentiality obligation or other restriction or limitation as may apply. Client waives any cause of action, claim, suit, or demand associated with Geo-Hydro’s compliance with its duties to report as required by local, state, and/or federal laws and regulations, and Client shall defend, indemnify, and hold harmless Geo-Hydro Representatives for any failure on the part of Client or its representatives breach any duty or obligation to report as required by local, state, and/or federal laws and regulations and for any inaccuracy and/or omissions from reports filed that is attributable to the information, data, and access that Client made available to Geo-Hydro Representatives.

D. ACCESS, ENTRY & SAFETY

Client shall, among other things: (a) provide Geo-Hydro, and its representatives and equipment, with access to Client’s properties, sites, facilities, equipment, and/or systems (collectives, “**Sites**”) as may reasonably be required for the purposes of Geo-Hydro performing the Services and producing the Deliverables; (b) respond promptly to any Geo-Hydro request for information, materials and/or approvals, and timely obtain, provide and make available the same to Geo-Hydro and/or its designees, as Geo-Hydro requires to perform its obligations pursuant to this Contract. Additionally, Client agrees that in accordance with applicable laws, ordinances, and generally accepted construction practice, it will be solely and completely responsible for working conditions at, on and near Sites, which obligations includes (without limitation) compliance with OSHA regulations and safety otherwise of all persons and property. These requirements will apply continuously and are not limited to normal working hours. Any monitoring and/or reporting of procedures conducted by Geo-Hydro does not include review of the adequacy of the safety measures at, in, on, adjacent to, or near the Site.

(i) ENTRY.

As a result of Geo-Hydro, and its representatives and equipment, accessing, entering and/or performing Services at or on a Site, damage may occur. Geo-Hydro will use commercially reasonable efforts to endeavor to minimize damage to a Site; with Client acknowledging that the vary nature of the Services and Deliverable are expected to cause damages and agreeing that Geo-Hydro is not under any duty or responsibility whatsoever to restore the Site to its condition prior to performance of the Services or provision of the Deliverables. Unless otherwise expressly stated in a Project Doc, Geo-Hydro’s scope of Service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client further agrees to waive any Claim against Geo-Hydro Representatives, and to hold harmless, indemnify, and defend Geo-Hydro Representatives, for any Claim alleging injury or damage as a consequence of unfilled exploration holes on the Site or any other disturbance to natural conditions of or any improvements on the Site. Should any costs of restoration be determined to apply to Geo-Hydro, then the amount

deemed to be due shall be added to the compensation Client is to pay Geo-Hydro using such price and terms as determined by Geo-Hydro.

(ii) FIELD MONITORING AND TESTING.

Whenever Geo-Hydro's personnel make on-site observations of materials and/or services provided by the Client or a contractor engaged by Client (the "**Contractor**"), Client agrees that Geo-Hydro is not responsible for the Client's or Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Geo-Hydro shall not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Geo-Hydro to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that Geo-Hydro personnel are observing placement of all materials or that Geo-Hydro assumes any responsibility or liability for placing or directing placement of materials and Client shall indemnify Geo-Hydro for Claims relating to, or arising from, the placing or directing of the placement of, materials.

E. PAYMENTS

Client agrees to pay Geo-Hydro in full all amounts due on or before their due date, including (without limitation) those due for any Service or Deliverable. Time is of the essence regarding such payment of Geo-Hydro. Client shall be responsible for all sales, use, and excise taxes, as well as any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental entity on the Contract, Services, Deliverables and/or amounts payable by Client to Geo-Hydro hereunder. Client's obligation to pay Geo-Hydro is not dependent upon Client's ability to obtain financing or the receipt of any approval of any governmental, regulatory agency, zoning board or other party or upon Client's successful completion of the Project. Geo-Hydro reserves the right to submit progress invoices to Client on a bi-monthly, monthly or milestone basis and a final invoice upon completion of Geo-Hydro's work. Each invoice is due and payable to Geo-Hydro, by Client, immediately upon presentation. All amounts due to Geo-Hydro and not paid within thirty (30) days of invoice presentation shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law if such is less than 18%) until paid in full.

In addition to the amounts otherwise due per this Contract, and the interest due for past due amounts, Client shall pay Geo-Hydro for all Costs (as defined below) relating to a Legal Matter (as defined below) involving Client and Geo-Hydro. "Costs" are all amounts Geo-Hydro incurs to enforce its rights or Client's obligations as well as to defend its rights and itself from Claims made by Client or third parties, including (without limitation) the cost to Geo-Hydro for legal counsel, third-party collection agencies, and time spent by Geo-Hydro employees. "Legal Matters" are all actions taken that involve a contractual, tortious, fiduciary, or statutory subject matter, including (without limitation) demand letters, securitization of debts, lawsuits, administrative filings, arbitration, mediation, and/or other forms of judicial or administrative recourse or dispute resolution proceeding.

F. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Contract will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. In the event that there is to be a some entity other than the Client that is to be billed by, and is to pay, Geo-Hydro (such other party being the "**Billing Entity**"), Client represents, warrants and covenants that: (i) it has a legally binding, express commitment in writing from such Billing Entity to accept and pay (as and when due) all amounts owed Geo-Hydro per the Contracts, and (ii) it guarantees the payment obligations of the Billing Entity and will immediately pay whatever amounts not fully paid to Geo-Hydro by the Billing Entity as due upon being given notice by Geo-Hydro that it has not received payment in full from the Billing Entity for the amounts due but not paid by the Billing Entity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEO-HYDRO: (1) DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXISTING WITH REGARD TO THIS CONTRACT OR ITS SUBJECT MATTER, AND (2) MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS CONTRACT AND WITH RESPECT TO GEO-HYDRO'S ACTIONS, OMISSIONS, REPORTS, FINDINGS, OPINIONS, COMMUNICATIONS, DELIVERABLES, AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

G. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Geo-Hydro cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Geo-Hydro, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Geo-Hydro.

Client acknowledges and agrees that Geo-Hydro has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Geo-Hydro's sole role is to provide a service intended to benefit Client and that Geo-Hydro is performing no function at or association with the site that would classify Geo-Hydro as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SURVEYING, SAMPLING & TESTING.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Geo-Hydro's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. Geo-Hydro may employ sampling procedures during the course of the Project, with Client acknowledging that such procedures indicate actual conditions only at the precise locations and elevations from which samples were

taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Geo-Hydro shall make certain inferences based on the results of sampling and any related testing to form its opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Geo-Hydro cannot, and does not, guarantee the existence or absence of conditions which it may infer to exist.

(ii) CONDITIONS & HAZARDOUS SUBSTANCES.

Client agrees to advise Geo-Hydro, in writing, of any hazardous substances on or near the site prior to Geo-Hydro coming onto the site; provided, however, if the hazardous conditions arise after Geo-Hydro is engaged, then such notice shall be within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Geo-Hydro agrees to contain such materials in a manner approved by Geo-Hydro both during and at the completion of Geo-Hydro's field activities. Client understands and agrees that Client, and not Geo-Hydro, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Geo-Hydro's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Geo-Hydro to take immediate measures to protect human health, safety, or the environment. Geo-Hydro agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Geo-Hydro to take any and all measures that in Geo-Hydro's professional opinion are justified to preserve and protect the health and safety of Geo-Hydro's personnel, and Client agrees to compensate Geo-Hydro for the additional cost of such work. In addition, Client waives any Claim against Geo-Hydro, and agrees to indemnify, defend, and hold Geo-Hydro harmless from any Claim arising from Geo-Hydro's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

H. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Geo-Hydro will perform on Client's behalf, Client hereby waives any Claim against Geo-Hydro, its officers, employees, subcontractors and other representatives ("*Geo-Hydro Indemnitees*"), and agrees to defend, indemnify and hold Geo-Hydro Indemnitees harmless from any Claim that may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Geo-Hydro for any time spent or expenses incurred by Geo-Hydro in defense of such Claim, including, but not limited to, any attorneys' fees and expenses incurred by Geo-Hydro, in accordance with Geo-Hydro's prevailing fee schedule and expense reimbursement policy.

I. SAMPLES, DATA AND RECORDS.

Geo-Hydro shall be the sole owner of any and all data gathered by Geo-Hydro or its representative or reports prepared by Geo-Hydro. No entity or individual, other than Geo-Hydro, its representatives, or Client, may use or rely upon any data collected by Geo-Hydro or reports prepared by Geo-Hydro. Except as expressly set forth in this Contract, Geo-Hydro and Client do not intend the benefits of this Contract, including, but not limited to, the samples, data, and records created by Geo-Hydro, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either Geo-Hydro or Client.

Routine test specimens will be discarded immediately upon completion of tests. Geo-Hydro shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Geo-Hydro's report to Client. If Client requests a longer period of storage, Geo-Hydro will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Geo-Hydro for at least three (3) years following completion of Geo-Hydro's services.

J. TERMINATION.

Either party may terminate this Contract, or any Project Doc, either: (i) for convenience upon thirty (30) days prior written notice to the other party, or (ii) for cause upon the failure of the other party to cure any material breach of this Contract by it within fifteen (15) days of receiving notice of said breach. Additionally, Geo-Hydro may suspend Services, stop Deliverables, and is to have its obligations per the Contract and each applicable Project Doc deferred and adjusted as such are impacted by the suspension and stop, without liability or consequence to Client or any third party in the event that Client fails to cure any breach of this Contract within three (3) days of knowing of such breach.

Upon termination, (1) all Project Docs for the Contract also terminate, (2) Client shall immediately pay Geo-Hydro in full for all amounts due or are to come due as a result of termination, and (3) Geo-Hydro's obligation to perform further Services or complete and provide Deliverables under this Contract end immediately.

Notwithstanding, in the event that Client requests termination and such request is prior to the completion of Geo-Hydro's work, Geo-Hydro reserves the right to complete such analysis and records as are necessary to place Geo-Hydro's files in order and to complete a report on the work performed to date, with Client to pay Geo-Hydro for such additional work Geo-Hydro's then-current hourly rates. Additionally,

Client acknowledges and agrees that the amount of damages that Geo-Hydro will sustain in the event Client terminates this Contract prior to Geo-Hydro's completion of its work required by the proposal and this Contract will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Contract prior to Geo-Hydro's completion of the work required by the proposal and this Contract, Client shall be liable to Geo-Hydro for liquidated damages in the amount equal to thirty-five percent (35%) of all charges incurred as of the date of Client's termination of the Contract (the "**Liquidated Damages**"). Client acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Geo-Hydro.

K. INSURANCE.

Upon notice from a party to this Contract to the other party, the receiving Party will furnish, or have on file with the other party, Certificates of Insurance indicating the applicable insurance coverage and limits as may have in place that pertain to the Contract, its subject matter, and/or the Project.

Should Client and/or other entities require to be provided additional insured status on Geo-Hydro's General Liability Insurance, Auto Liability Insurance, and/or Umbrella/Excess insurance, those entities must be listed below at the time of signing of the contract:

Additional Insured Entities:

L. INDEMNIFICATION.

Client shall indemnify and hold harmless Geo-Hydro and its officers, directors, agents, and employees from any and all Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Geo-Hydro by Client in writing at least 7 days prior to the commencement of Geo-Hydro's performance; (ii) any alleged cross-contamination caused by Geo-Hydro's sampling; (iii) unanticipated hazardous materials discovered during the course of Geo-Hydro's work; (iv) any damage to Geo-Hydro's equipment or personnel as a result of actions engaged in by the Contractor.

M. CONFIDENTIALITY.

All non-public, confidential or proprietary information of either party ("**Confidential Information**"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Contract is confidential, solely for use in performing this Contract and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Contract; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. Additionally, the obligations and restrictions applicable to Confidential Information hereunder shall not apply in such instances where disclosure or use is required under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, which includes (without limitation) the use and disclosure of Confidential Information to provide notices required by law, regulation or ordinance or when complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Geo-Hydro to defend itself from any legal action or claim. Either party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Contract, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of (or any accounting to) the other party. When referencing this arrangements and subject matters of the Contract.

The Receiving Party shall be responsible for any breach of this Section caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Contract, and at any time during or after the term of this Contract at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all originals and copies, whether in written, digital or other form, the Disclosing Party's Confidential Information; provided, however, a Receiving Party may retain a copy of the Disclosing Party's Confidential Information (and non-confidential information and materials) to the extent, and it may require, to comply with applicable law, regulation, ordinance or order and to perform its obligations and assert its rights as may arise from or relate to this Contract and its subject matter. Each party's obligations under this Section survive termination or expiration of this Contract.

N. NO THIRD PARTY BENEFICIARIES.

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, which includes (without limitation) the Billing Entity, any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of, this Contract. In the event that any third party, including (without limitation) the Billing Entity, makes any Claim against Geo-Hydro Indemnitees, Client shall defend, indemnify and hold harmless each of the Geo-Hydro Indemnities with regard to such Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs involving the Claims.

O. GOVERNING LAW; VENUE.

This Contract is to be governed by, and construed according to, the laws of the state in the USA where the Geo-Hydro project is located for which the services and deliverables are to be performed and provided, without reference to its conflicts-of-law rules of such state. Venue for any legal actions, claims, and/or disputes arising from the Contract or its subject matter, shall be in the state and superior courts

of Cobb County, Georgia and the Federal Courts for the Northern District of Georgia, Atlanta division.

Should a dispute arise,

(1) Geo-Hydro may elect to suspend its performance of this Contract without liability or consequence pending final resolution of any request for relief, cure, claim, appeal, modification, dispute, or action arising from this Contract, with all dates and deadlines per the Contract being tolled for the period that the Contract is suspended plus such number of additional days as Geo-Hydro determines it will reasonably require as a result of the suspension.

(2) Either party may request that each party have an authorized representative(s) conference or meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Within three (3) days prior to such conference or meeting between the representatives, the parties will exchange relevant information that will assist the parties to discuss resolving their dispute.

(3) If within fifteen (15) days, or such other period as both parties expressly agree upon in writing, after the meeting of authorized representatives the parties have not resolved the dispute on terms satisfactory to both parties, the parties shall submit within thirty (30) days of such period expiring the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, with such rules to govern the mediation. Venue for such mediation shall be in Cobb County, GA at the law offices of Geo-Hydro.

(4) In the event that the parties do not resolve the dispute at mediation and such resolution is not memorialized in a writing executed by both parties, then either party may initiate litigation with regard to the dispute in the Contract's designated Venue

P. SEVERANCE; SURVIVAL.

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Contract will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Q. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission)

or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

R. FORCE MAJEURE.

Except for any obligations to make payments to the other party hereunder, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by, or results from, events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to: (a) acts of God; (b) flood, rain, water, fire, smoke, earthquake, hurricane, storm, wind, tornado or some form of other natural event or disaster; (c) war, invasion, explosions, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or other form of healthcare concern or hazardous condition; and (j) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Contract as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

S. INTELLECTUAL PROPERTY.

All reports, documents and other materials prepared or furnished by Geo-Hydro pursuant to the Contract are instruments of Geo-Hydro's Services, with Geo-Hydro exclusively retaining ownership and all property interest therein as well as exclusive ownership in, under and to all Intellectual Property Rights in the same as well as in all data, know-how, methodologies, software, and other materials provided by or used by Geo-Hydro in performing the Services and developed or acquired by the Geo-Hydro prior to, as a result of, or after the Contract (collectively, "**Geo-Hydro Materials**"). Upon payment in full for the Services rendered and Deliverables prepared or provided, Geo-Hydro grants Client a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use, display, reproduce, such Geo-Hydro Materials to the extent incorporated in, or otherwise necessary for, the use of the Deliverables for their intended purpose with the Project. All other rights in and to the Geo-Hydro Materials are expressly reserved by Geo-Hydro. For the purposes of this Contract, "**Intellectual property Rights**" mean any and all rights in, to and under copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names and other forms of intellectual property rights, together with all of the goodwill associated therewith, derivative works and all other rights. Reuse, misuse, unintended use, distribution or modification of any such Geo-Hydro Materials by Client, without Geo-Hydro's express, prior, written permission, is at Client's sole risk, with Client to indemnify, defend and hold harmless the Geo-Hydro Indemnities from all Claims, including (without limitation) attorneys' fees and legal costs, arising out of such reuse, misuses, unintended use, distribution or modification by Client or by others acting through Client.

T. LIMITATION & EXCLUSIONS OF LIABILITY.

GEO-HYDRO SERVICES AND DELIVERABLES PER THE CONTRACT ARE EXCLUSIVELY PROVIDED ONLY TO, AND FOR THE BENEFIT OF, CLIENT AND MAY NOT BE RELIED UPON, OR ENFORCED BY, ANY OTHER PARTY. GEO-HYDRO SHALL NOT BE LIABLE TO CLIENT, OR ANY OTHER PARTY,

FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR FOR GEO-HYDRO'S NOT PERFORMING SERVICES THAT WERE NOT EXPRESSLY INCLUDED IN THE PROPOSAL OR PROJECT DOCS PARTICULAR TO THE CONTRACT. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, AND/OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL GEO-HYDRO BE LIABLE TO THE CLIENT FOR: (A) ANY LOSS OF USE, DATA, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE GREATER OF: (I) AN AGGREGATE OF \$50,000.00, AND (II) THE AMOUNT OF THE TOTAL FEE PAID TO GEO-HYDRO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

U. INDEPENDENT CONTRACTORS.

The parties are independent contractors, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

V. SIGNATURES.

By having executed the signature page associated with this document, or by having executed any Project Doc that expressly references and incorporates this document as part of a Contract, this document, and the Proposal and any applicable written, executed Project Docs that reference this document, constitutes the entire, and fully integrated, Contract by and between Client and Geo-Hydro regarding its subject matter, and it supersedes all other prior and contemporaneous negotiations, representations, arrangements, agreements, and understandings, whether written or oral with regard to such subject matter except to the extent otherwise expressly noted in this Contract. This Contract may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Contract and specifies the amendment made. No waiver of any breach of this Contract shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Contract binds, and the benefits hereunder inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns. The parties hereto have executed this Contract as of the dates shown below, and it may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: May 19, 2025

TITLE: **Resolution: Offer for Abandoned Right-of-Way at 2995 and 2997 North Main Street**
 Consideration for approval of a Resolution accepting the second offer for the purchase of the right-of-way at 2995 and 2997 North Main Street.

Summary:

The property owner of 2995 and 2997 North Main Street has made a second offer to purchase the abandoned right of way. The offer is \$7,000, with the City to pay the recording and/or attorney costs necessary to complete the transaction.

There were two appraisals performed on the right of way, one in the amount of \$9,000, and a second, in the amount of \$15,600. At the April 7, 2025, City Council meeting, the Council approved to authorize the sale in the amount of \$12,300.

Recommendation:

The Public Works Director recommends denial of the offer based on the Council's approval to authorize the sale in the amount of \$12,300.

Fiscal Impact:

Attachments:

1. RES 2025- 2995 and 2997 N. Main ROW Purchase Offer - 2
2. Second Offer_Redacted

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-

**RESOLUTION TO APPROVE THE SECOND OFFER FOR THE PURCHASE OF
ABANDONED RIGHT-OF-WAY AT 2995 AND 2997 NORTH MAIN STREET.**

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

WHEREAS, the Kennesaw City Council authorized starting the process of right-of-way abandonment for a portion of land fronting 2995 and 2997 North Main Street; and

WHEREAS, based on two appraisals, the Council authorized the sale of the right-of-way for \$12,300; and

WHEREAS, in accordance with Georgia law O.C.G.A Title 32, Chapter 7, upon Council approval, City staff notified the property owner that the right-of-way may be purchased; and

WHEREAS, upon notification, the property owner offered \$5,000 to the City for purchase of the right-of-way, which was rejected by Council; and

WHEREAS, upon rejection of their first offer, the property owner submitted a second offer of \$7,000 with the City to pay any recording and/or attorney costs associated with the transaction.

BE IT RESOLVED the Kennesaw City Council authorizes the sale of portions of right-of-way at 2995 and 2997 North Main Street for \$7,000 with the property owner paying any recording and/or attorney costs associated with the transaction.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of May 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Ricky Stewart

From: Dean Klein [REDACTED]
Sent: Monday, May 5, 2025 8:59 AM
To: Ricky Stewart
Subject: Re: ROW offer to purchase
Attachments: eroding hill 2995.pdf

Ricky,

We are back in town and would like to pursue resolving this land purchase and make another offer. As I had mentioned at the meeting and with you after, there was no counter offer. From the comments I made at the last meeting I noted that the renovation costs exceed the \$2000 diminished value that the original appraiser noted in his report. The costs are more accurately around \$7000-\$10000. As you can see from the attached picture, the hill continues to erode from each rain storm and we want to correct this.

All we are asking is that the city assist us in the renovation costs as part of the purchase price. As in funding less than half of the cost, approximately \$2000 off of the last price you gave me of the original \$9000 appraisal.

Can you recommend that the City approves an increased offer of \$7000 to purchase the parcel and we would cover any title insurance and additional survey requirements needed and City covers the recording and/or any attorney costs necessary to complete the transaction?



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: May 19, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 19, 2025

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None