

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Antonio Jones

Anthony Gutierrez-Leon

City Council Work Session**Meeting Agenda**

July 27, 2026 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. Old Business**
- 7. New Business**
- 8. Committee and Board Reports**
- 9. Public Hearing(s)**
 - A. Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**

Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.
 - B. Third and Final Public Hearing: Bond Millage Rate**

Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.
- 10. Consent Agenda**
- 11. General and Administrative**
- 12. Public Safety**
 - A. Resolution: 911 Console Project Cost Increase**

Consideration for approval of a Resolution authorizing additional funds for the 911 Dispatch Console Replacement Project.

13. Information Technology

14. Public Works and Building Maintenance

A. Resolution: 2026 Pipe Rehabilitation Project

Consideration for approval of a Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services.

B. Resolution: Selling of City Property

Consideration for approval of a Resolution authorizing the selling of right-of-way property to Cobb County Department of Transportation.

15. Recreation and Culture

16. Community Development

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

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

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



Item Report

TO: The Honorable Mayor and City Council

FROM: Jennifer Gordy, Finance Director

DATE: July 27, 2026

TITLE: **Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.

Summary:

Third and Final Public Hearing on the proposed RESOLUTION to adopt the Maintenance and Operation (M&O) Millage Rate. The City of Kennesaw is proposing a millage rate of 7.75 mills for M&O which is the same as last year. The dates of the public hearings were properly advertised in the Marietta Daily Journal on July 18th and 25th, 2026, whereas the Current 2026 Tax Digest and 5 Year History of Levy was published once on July 18th, 2026, in accordance with O.C.G.A. Section 48-5-32. The first and second public hearings were held on July 27, 2026, at 6:00 pm and August 3, 2026, at 10:30 am, respectively.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2026 - M&O Millage Rate Adoption
2. Advertisement of current & 5 year history and adoption date-Kennesaw Tax Year 2026 FY 27
3. Notice of Property Tax Increase Ad Tax Year 2026 FY27
4. Additional Ad 2026 FY2027
5. Press Release Notice of Property Tax Increase TY 2026 FY27
6. 2026-07-18 3 MDJ Millage Rate Display Ads
7. 2026-07-25 2 MDJ Millage Rate Display Ads

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-, 2026

**RESOLUTION OF THE KENNESAW CITY COUNCIL TO ESTABLISH
A MAINTENANCE & OPERATION (M&O) MILLAGE RATE
FOR THE CITY OF KENNESAW FOR FISCAL YEAR 2025-2026**

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

WHEREAS, the City of Kennesaw, Georgia desires to establish its ad valorem tax millage rate for the fiscal year 2026-2027; and

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

WHEREAS, the public hearings required by O.C.G.A. §48-5-32(c) were duly held on July 27, 2026 and August 3, 2026 prior to the adoption of this resolution; and

WHEREAS, the final millage rate has been calculated by the governing authority to be 7.75 mills for Maintenance & Operation (M&O) and the final millage rate for the Bond will be adopted by separate resolution.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council does hereby establish the M&O millage rate for the City of Kennesaw, Georgia, ad valorem property tax, for the 2026-2027 fiscal year at 7.75 mills.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of August, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

NOTICE

The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2026 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 3, 2026 at 6:30 PM. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2026 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2021	2022	2023	2024	2025	2026
Real, Personal & Utility	1,740,178,425	2,018,309,824	2,293,915,007	2,497,672,724	2,666,756,393	2,768,339,588
Motor Vehicle	8,208,810	7,068,760	6,794,230	5,839,070	5,170,940	4,538,580
Mobile Homes	1,592,910	1,620,674	1,613,365	1,566,354	1,575,073	1,527,859
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	7,873	87,115	36,503	32,339	34,181	26,013
Gross Tax Digest	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587	2,774,432,040
Less M&O Exemptions	321,498,717	466,305,125	537,172,801	609,207,363	618,024,011	625,033,905
Net M&O Digest	1,428,489,301	1,560,781,248	1,765,186,304	1,895,903,124	2,055,512,576	2,149,398,135
Gross M&O Millage Rate	8.00	8.00	8.00	7.75	7.75	7.75
Less Millage Rate Rollbacks	0.00	0.00	0.25	0.00	0.00	0.00
Net M&O Millage Rate	8.00	8.00	7.75	7.75	7.75	7.75
Net M&O Taxes Levied	11,427,914	12,486,250	13,680,194	14,693,249	15,930,222	16,657,836
Gross Tax Digest	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587	2,774,432,040
Less Bond Exemptions	192,887,844	251,473,580	265,480,930	289,439,587	300,736,582	305,885,249
Net Bond Digest	1,557,100,174	1,775,612,793	2,036,878,175	2,215,670,900	2,372,800,005	2,468,546,791
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.40
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.10	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.40	1.40
Net Bond Taxes Levied	2,335,650	2,663,419	3,055,317	3,323,506	3,321,920	3,455,966
Net M&O Taxes \$ Increase	995,105	1,058,336	1,193,944	1,013,055	1,236,973	727,613
Net M&O Taxes % Increase	9.5%	9.3%	9.6%	7.4%	8.4%	4.6%
Net Bond Taxes \$ Increase	222,037	327,769	391,898	268,189	-1,586	134,046
Net Bond Taxes % Increase	10.5%	14.0%	14.7%	8.8%	0.0%	4.0%

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

Monday, July 27, 2026 6:00 PM (Special Called Meeting)

Monday, August 3, 2026 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 4.25 percent for M&O and 3.70 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 27, 2026, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 3, 2026 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.40 mills for Bond, an increase of 0.316 mills for M&O and 0.050 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.434 mills for M&O and 1.350 mills for Bond. The proposed tax increase for a home with a fair market value of \$400,000 is approximately \$51 increase for M&O and \$8 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$750,000 is approximately \$95 increase for M&O and \$15 increase for Bond.

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

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year's millage of 9.15 mills.

PRESS RELEASE ANNOUNCING PROPERTY TAX INCREASE

The City of Kennesaw today announces its intention to increase the 2026 property taxes it will levy this year by 4.25 percent for M&O and 3.70 percent for Bond over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

The budget tentatively adopted by the City of Kennesaw Council requires a millage rate higher than the rollback millage rate; therefore, before the City of Kennesaw Council may finalize the tentative budget and set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at the City of Kennesaw Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on July 27, 2026 at 6:00 PM and August 3, 2026 at 10:30 AM and 6:30 PM.

BUDGET

From A1

informal conversations with colleagues, staff or other officials to discuss proposals, answer questions and build understanding or support before a matter is brought up formally. Under Georgia's Open Meetings Act, a meeting of three or more of the board members would be considered a quorum and require public access. Walking the halls allows commissioners to have informal conversations outside of executive session and public meetings.

Brantley said the position had been included in his department's original budget request months ago but was omitted from the initial proposal. He said County Manager Dr. Jackie McMorris recently contacted him after funding became available to ask whether he still wanted the position.

Brantley added the deputy director would serve under him, handling more of the "day-to-day operations" so that he could begin looking at "the strategic long-term goals."

Commissioner Lisa Cupid explained she restored the request after reviewing department's original submissions. "Our parks department is the largest department behind public safety," Cupid said. "They generally operate almost seven days a week ... I think having a deputy director to be able to support him as he's leading that department is not unreasonable given the size of the department, given the weight of the work."

Tesar shared the position was added to the budget by scaling back other proposed expenditures, including reducing Superior Court staffing requests from seven to six full-time calendar coordinator positions — a roughly \$95,000 decrease — and lowering the county's local match for a proposed on-demand transit grant from \$500,000 to \$330,268.

Sheffield said the issue wasn't whether the position had originally been requested but whether commissioners had adequate opportunity to discuss it with the department head, not just finance director, before it appeared in the revised proposal.

"It gives us an opportunity, as we all know, to ask additional questions," Sheffield said. "Questions that I could have asked in advance of this hearing."

Cupid acknowledged that some department heads were more active than others in advocating for their requests and said that created inconsistencies in how needs were presented to commissioners. Some staff, she noted, thought they were "being respectful" by just submitting the memo and not reaching out to commissioners.

According to an April presentation, 322 new full-time positions — 275 within the general fund — were originally requested by staff.

"What I've learned is that the variation in communication of our leadership across the county is resulting in some having their interests and their needs reflected in the budget when others have needs, but just approach this differently," Cupid said.

She believed the county should create a more consistent process next year to ensure departments have more opportunities to directly present their priorities.

COMMISSIONERS' FRUSTRATIONS

Sheffield and Commissioners Kell Gambrell and JoAnn Birrell all confirmed Tesar had met with them individually to go over the revised proposal Monday.

Birrell thanked Tesar for setting up appointments and walking the halls with commissioners.

"Initially, when the budget was first shared with the board, we were asked for our priorities and listed all

of those. The departments had submitted all their requests, but a lot of them ... didn't make the cut. So now things are being reconsidered I guess," Birrell said.

"And Buddy is walking halls, we're not hearing from each other or who's presenting," Birrell later told the Journal she believed the board "needed to have a clear proposal" before the first public hearing, expressing a desire for more communication, including between board members and the chairwoman.

Birrell acknowledged that, after accounting for rising operating costs and previously approved expenditures, there was limited funding available to accommodate additional requests. She said she was unable to secure support for her own priority of funding staffing for Precinct 6, while recognizing that several of the positions added to the proposal had been requested repeatedly by departments and addressed longstanding needs. Even so, she said the county should prioritize looking for ways to conserve money where possible.

Meanwhile, Gambrell said the repeated budget revisions left both commissioners and finance staff struggling to keep up.

"I share your frustration," Gambrell told Sheffield, explaining she met with Tesar once in the morning Monday and again around 1:30 p.m. "And by 3 p.m. (the budget) had changed. In his efforts to present a budget to us, it changed three times, which is not only unfair to him and staff, but is also unfair to us as a board."

She said the board lacks a

transparent process for collectively deciding which requests should receive priority.

"Yes, we have a binder book full of positions, but we never sit as a board to discuss the priorities," Gambrell said. "We leave it up to Buddy to have to walk the halls, keeping a spreadsheet of where each of us stands instead of having this open conversation dialogue here today."

She later told the Journal, "If this is truly the chair's budget, then the chair should be having the conversations with the Board of Commissioners not the finance director."

Gambrell also questioned increasing commissioners' office budgets while some departmental requests — including for overtime and other deputy positions — remain unfunded, and expressed frustration that the board has yet to address "the overspending that is happening by some departments," specifically pointing to the sheriff's office.

Cupid defended the budgeting process during the meeting, saying it has become more transparent in recent years with department requests and supporting documents now publicly available.

She acknowledged that demand always exceeds available funding.

"It is our desire to make sure that this is an open process, and unfortunately, the needs always outweigh the resources that we do have. It is a difficult thing, but it is a great thing when we are able to at least do our best to meet people where their



Commissioners Kell Gambrell, above left, and Monique Sheffield, above right, speak during the Cobb Board of Commissioners meeting Tuesday.

interests and where their needs are," Cupid said, adding she hoped to work with agencies whose requests were not fulfilled throughout the year in addition to during next year's budget process.

PUBLIC COMMENT

Residents also offered their opinions on the budget during the county's first of three public hearings.

Andy Kingery, with the Cobb County GOP Election Integrity Committee, asked commissioners to consider adding a deputy director position for the Cobb Board of Elections and Registration, stating Cobb is the only large Georgia county without one.

Christine Rozman urged commissioners to curb spending growth.

"I think there's a common theme here: quit spending so much money," she said.

Another east Cobb resident criticized the county's proposed expansion of microtransit service, calling it "financially irresponsible" and arguing countywide tax dollars should instead support services that benefit all

residents, such as public safety, parks and roads.

Lily Trotter, a 20-year-old political affairs intern with The Borgen Project, spoke later during general public comment, encouraging commissioners to improve communication with residents and explain major budget decisions in simpler terms.

The Borgen Project is a nonprofit focused on making global poverty a primary focus of U.S. foreign policy.

"I understand that all of you are very busy, I can't imagine what it is like being a government official... but I think just coming together and realizing we're all on the same team is very helpful," she said. "Sometimes it feels like it's an 'us versus them.'"

Commissioners are expected to hold a second public hearing on the proposed budget next week during a special-called meeting at 6:30 p.m. July 21. A third and final hearing, followed by consideration of the budget's adoption, is scheduled during the board's regular meeting on July 28.

Cupid is also scheduled to host two public town hall meetings which will include updates on the proposed budget at 7 p.m. July 22 at East Cobb Library and July 23 at Milford Recreation Center.

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FULLER

From A1

we knew, that was a part of the fabric of this state for so long, that Democratic Party is dead,” Fuller said. “It’s being taken over by communists.”

While Fuller often used the terms “communist” and “socialist” interchangeably to describe Kiros as well as other Democratic politicians such as New York City Mayor Zohran Mamdani, socialism and communism differ in key ways, and those that identify themselves as democratic socialists may not necessarily be communists.

The rise of candidates identifying themselves with democratic socialism, however, has alarmed lawmakers on both sides of the political aisle, including more moderate Democrats in the House and Senate.

Fuller said the ideological shift taking place within the Democratic Party makes it even more paramount that Republicans turn out for the November midterm elections.

“We have to re-energize ourselves. We have to redouble our efforts because we’re at a time that either we’re going to be the free republic that we’ve always been for 250 years, and that we fought for, or we’re gonna be communists,” Fuller said. “That’s the choice.”

Following his remarks, Fuller also emphasized the importance of passing the Safeguard American Voter Eligibility, or SAVE, Act.



Lucinda Warrike

Attendees listen during the Cobb County Republican Women’s meeting on Friday.



U.S. Rep. Clay Fuller, R-Lookout Mountain, speaks Friday during a Cobb County Republican Women’s Club meeting.

The act would require proof of U.S. citizenship, like a birth certificate or passport, to register to vote in federal elections.

The act has faced headwinds as it made its way through Congress, with the bill stalling in the Senate as Senate Majority Leader John Thune, R-South Dakota, refused to bring it to the floor for a vote, arguing the act doesn’t have the required 60 votes to pass.

Fuller said the SAVE Act is vital to protecting Ameri-

can elections.

“I think election integrity is the No. 1 issue in our country,” Fuller told the Marietta Daily Journal. “I think when you talk about American elections, only Americans should be voting in, in American elections.”

Critics of the bill say it hammers home unfounded claims by President Donald Trump about fraud in elections, and media reports and fact check-

ers have said there’s no evidence for rampant voting by

non-citizens.

Those opposed to the bill have also alleged that it would prevent certain people from voting by adding unnecessary requirements.

Fuller dismissed the concerns, and said those saying it would make it unnecessarily hard to register to vote are just trying to frighten voters.

“If you want to vote, you’re going to be able to vote. The SAVE Act isn’t going to impact that at all,” Fuller said. “The criticism is there to scare people because (Democrats) want to cheat.”

Attendees were receptive to Fuller’s points, with applause filling the room following his remarks.

Beth Childress, a member of Cobb County Republican Women’s Club who attended Friday’s meeting, said she was excited to hear Fuller speak.

“I thought he was awesome,” Childress said. “I liked the emphasis on communism, that we’re turning to communism and we need to turn away.”

MILLAGE

From A1

Chief Financial Officer David Baker said the district maintained an 18.9-mill rate from 2007 until the 2023 reduction. He also noted the district eliminated its 0.9-mill debt service rate in 2007, paying off its long-term debt.

“The Cobb County School District has a history of keeping property taxes low and Cobb residents enjoy one of the lowest property tax structures in the metro Atlanta area,” Baker said.

According to Baker, the district’s final tax digest increased by 4.03% this year, closely matching the 4.08% increase projected when the board adopted its \$1.88 billion fiscal year 2027 budget in May.

The projected 4.08% growth in the property tax digest was expected to bring an additional \$29.3 million in local tax revenue to the Cobb County School District, according to the approved budget.

Baker shared that residential property, which accounts for about 71% of the district’s tax digest, increased in value by 4.18% this year. Commercial property, representing about 21% of the digest, increased by 7.05%, while personal property, utilities, motor vehicles and other categories — making up the remaining 8% — grew by 4.6%.

He added that the average estimated value of a Cobb County homestead property was just over \$510,000.

Though the tax rate is proposed to remain the same, a rise in property values would mean the owner of a home valued at \$500,000 would see roughly \$129.96 in additional taxes, according to the district. The proposed tax increase for non-homestead property with a fair market value of \$700,000 is approximately \$191.52.

Under Georgia law, rising property value assessments not accompanied by a corresponding millage rate “rollback” that offsets the increase in tax due are considered tax increases and must be advertised as such.

To collect the same revenue as last year and avoid an increase in taxes of 3.8%, the millage rate would have had to be decreased to 18.016 mills.

Board member Becky Say-

ler noted the fiscal year 2027 budget, which took effect July 1, was built assuming the 18.7-mill rate would remain in place.

“So if we don’t adopt this millage rate there would be negative consequences for salaries, which is 94% of the budget,” she said Thursday night.

Baker also highlighted the district’s property tax exemptions, which totaled an equivalent value of \$298.5 million this year, a 7.07% increase from last year. Nearly \$256 million of those exemptions came from the county’s exemption for homeowners age 62 and older.

Sayler questioned Baker about the nearly \$300 million in exemptions and how recently approved state property tax reform could affect future budgets.

Baker said district officials have begun reviewing the legislation and planned to take “a closer look” prior to the start of the legislative session.

Sayler asked the board receive additional guidance before next year’s budget process because the new law could affect future property tax revenues.

PUBLIC COMMENT

Because the adopted millage rate exceeded the state-calculated rollback rate, Georgia law required the board to hold three public hearings before the final vote. Two hearings were held July 9, while the final hearing took place Thursday evening before the night meeting. One person spoke during the second hearing, and no one spoke during the first or final hearing.

While much of Thursday’s public comment was dominated by discussion of Trump’s appearance at Wheeler High School Wednesday, Heather Tolley-Bauer, co-founder of Watching the Funds Cobb, did question the district’s financial priorities, referencing the millage rate.

Tolley-Bauer noted the district’s budget has grown from roughly \$900 million in 2015 to \$1.88 billion and pointed out rising property values would still amount to a property tax increase despite the unchanged millage rate.

“(The budget is) more than double. And you still had to balance this budget by leaving 185 positions un-

filled and using reserves,” she said. “The millage rate sits at 18.7 mills. Flat, but it’s a 3.8% tax increase on tax-paying homeowners. And Superintendent (Chris) Ragsdale told us: this board will never lower the rate. So we’re going to keep paying more in taxes.”

She further criticized district leaders for not using Wednesday’s event to highlight Cobb Schools’ accomplishments or advocate for district funding, arguing instead the event became partisan after Republican elected officials and candidates addressed the crowd while local Democratic officials were not invited.

“Once again, you’ve proven who you really serve,” she said. “Since you didn’t showcase our district, didn’t include a single state or county Democratic leader and didn’t advocate for our kids, yet you’re increasing our taxes, here’s my question: how can we trust you to serve our kids and be responsible with our tax dollars when you clearly don’t like most of your families?”

OTHER BUSINESS

In other business, the

DATELINE ■ COBB

Whiskers on Wheels: Family skate night benefits cat rescue

Staff reports

On Aug. 10, Pounce de Leon Cat Rescue will host “Whiskers on Wheels,” a roller-skating benefit for homeless cats at Sparkles Family Fun Center of Smyrna, 666 Smyrna Hill Drive in Smyrna.

The event will feature music with a live DJ, silent auction, raffles and games. Festivities begin after school, running from 3:30 until 9 p.m. All ages are welcome. Wearing cat ears is encouraged. Admission is \$5 and includes skate rental.

Railroad Rendezvous

The popular Railroad Rendezvous will be 9:30 a.m. to 5 p.m. on July 25 at the Southern Museum of Civil War and Locomotive History, 2829 Cherokee Street NW in Kennesaw.

Activities will include celebrating the railroad and all things transportation throughout the day. Visitors can experience the rare opportunity to step aboard The General locomotive and tour the cab of this historic steam locomotive. Visitors can also step inside the renovated Southern Railway Caboose X372 to experience what life was like for railroad crews during the golden age of rail travel.

For more information, visit southernmuseum.org.

Smith-Gilbert Gardens Special Deals Day

The Smith-Gilbert Gardens, 2382 Pine Mountain Road in Kennesaw, will on July 25 have a day of promotions for the whole family including:

♦ Garden with Wings admission included with general admission children tickets.

♦ Gardens branded water bottles for the first 25 visitors.

♦ Dog bandanas for Dog Day visitors, while supplies last. For more information, visit smithgilbertgardens.com.

Powder Springs Community Taskforce’s 25th Annual Back 2 School Bash

The Powder Springs Community Taskforce in partnership with Isaac Okoro will present its 25th Annual Back 2 School Bash from 1 to 5 p.m. on July 26 at the Ron Anderson Recreation Center, 3820 Macedonia Road in Powder Springs.

Register one’s child to receive a backpack at <https://tinyurl.com/368bef7j>.

board approved a \$1.32 million contract with Toccoa-based Bowen & Watson to replace the softball field house for Campbell High School.

Thursday’s approval allows the project, funded by the Education Special Local Option Sales Tax (Ed-SPOST V), to remain on schedule with a substantial completion date of April 2027.

The new building will include locker rooms, public restrooms, utilities and offices, storage and additional restrooms for coaches. On social media Friday, Sayler said the project was “an exciting and necessary upgrade.”

The board also approved a \$15.13 million contract with Bremen-based R.K.

Redding Construction for an annex replacement, in accordance with the Ed-SPOST VI program, at Kincaid Elementary School. The project — expected to be completed by July 2028 — will include a new addition, secure vestibule, modernized restrooms, parking and site improvements and facility repainting.



IMPORTANT ADDITIONAL INFORMATION
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CITY NOT INCREASING TAX RATES

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NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 4.25 percent for M&O and 3.70 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 27, 2026, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 3, 2026 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.40 mills for Bond, an increase of 0.316 mills for M&O and 0.050 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.434 mills for M&O and 1.350 mills for Bond. The proposed tax increase for a home with a fair market value of \$400,000 is approximately \$51 increase for M&O and \$8 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$750,000 is approximately \$95 increase for M&O and \$15 increase for Bond.



Item Report

TO: The Honorable Mayor and City Council

FROM: Jennifer Gordy, Finance Director

DATE: July 27, 2026

TITLE: **Third and Final Public Hearing: Bond Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.

Summary:

Third and Final Public Hearing on the proposed RESOLUTION to adopt the Bond Millage Rate. The City of Kennesaw is proposing a millage rate of 1.4 for the Bond, which is the same as last year. The Bond millage rate is levied to fund the debt service on the \$15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings were properly advertised in the Marietta Daily Journal on July 18th and 25th, 2026, whereas the Current 2026 Tax Digest and 5 Year History of Levy was published once on July 18th, 2026, in accordance with O.C.G.A. Section 48-5-32. The first and second public hearings were held on July 27, 2026, at 6:00 pm and August 3, 2026, at 10:30 am, respectively.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2026- Bond Millage Rate Adoption
2. Advertisement of current & 5 year history and adoption date-Kennesaw Tax Year 2026 FY 27
3. Notice of Property Tax Increase Ad Tax Year 2026 FY27
4. Additional Ad 2026 FY2027
5. Press Release Notice of Property Tax Increase TY 2026 FY27
6. 2026-07-18 3 MDJ Millage Rate Display Ads
7. 2026-07-25 2 MDJ Millage Rate Display Ads

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-, 2026

**RESOLUTION OF THE KENNESAW CITY COUNCIL TO ESTABLISH
THE BOND MILLAGE RATE FOR THE CITY OF KENNESAW FOR
FISCAL YEAR 2026-2027**

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

WHEREAS, the City of Kennesaw, Georgia desires to establish its ad valorem tax millage rate for the fiscal year 2026-2027; and

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

WHEREAS, the public hearings required by O.C.G.A. §48-5-32(c) were duly held on July 27, 2026 and August 3, 2026 prior to the adoption of this resolution; and

WHEREAS, the Bond millage rate has been calculated by the governing authority to be 1.4 mills and the final millage rate for Maintenance & Operation (M&O) will be adopted by separate resolution.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council does hereby establish the bond millage rate for the City of Kennesaw, Georgia, ad valorem property tax, for the 2026-2027 fiscal year at 1.4 mills.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of August, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

NOTICE

The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2026 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 3, 2026 at 6:30 PM. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2026 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2021	2022	2023	2024	2025	2026
Real, Personal & Utility	1,740,178,425	2,018,309,824	2,293,915,007	2,497,672,724	2,666,756,393	2,768,339,588
Motor Vehicle	8,208,810	7,068,760	6,794,230	5,839,070	5,170,940	4,538,580
Mobile Homes	1,592,910	1,620,674	1,613,365	1,566,354	1,575,073	1,527,859
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	7,873	87,115	36,503	32,339	34,181	26,013
Gross Tax Digest	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587	2,774,432,040
Less M&O Exemptions	321,498,717	466,305,125	537,172,801	609,207,363	618,024,011	625,033,905
Net M&O Digest	1,428,489,301	1,560,781,248	1,765,186,304	1,895,903,124	2,055,512,576	2,149,398,135
Gross M&O Millage Rate	8.00	8.00	8.00	7.75	7.75	7.75
Less Millage Rate Rollbacks	0.00	0.00	0.25	0.00	0.00	0.00
Net M&O Millage Rate	8.00	8.00	7.75	7.75	7.75	7.75
Net M&O Taxes Levied	11,427,914	12,486,250	13,680,194	14,693,249	15,930,222	16,657,836
Gross Tax Digest	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587	2,774,432,040
Less Bond Exemptions	192,887,844	251,473,580	265,480,930	289,439,587	300,736,582	305,885,249
Net Bond Digest	1,557,100,174	1,775,612,793	2,036,878,175	2,215,670,900	2,372,800,005	2,468,546,791
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.40
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.10	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.40	1.40
Net Bond Taxes Levied	2,335,650	2,663,419	3,055,317	3,323,506	3,321,920	3,455,966
Net M&O Taxes \$ Increase	995,105	1,058,336	1,193,944	1,013,055	1,236,973	727,613
Net M&O Taxes % Increase	9.5%	9.3%	9.6%	7.4%	8.4%	4.6%
Net Bond Taxes \$ Increase	222,037	327,769	391,898	268,189	-1,586	134,046
Net Bond Taxes % Increase	10.5%	14.0%	14.7%	8.8%	0.0%	4.0%

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

Monday, July 27, 2026 6:00 PM (Special Called Meeting)

Monday, August 3, 2026 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 4.25 percent for M&O and 3.70 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 27, 2026, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 3, 2026 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.40 mills for Bond, an increase of 0.316 mills for M&O and 0.050 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.434 mills for M&O and 1.350 mills for Bond. The proposed tax increase for a home with a fair market value of \$400,000 is approximately \$51 increase for M&O and \$8 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$750,000 is approximately \$95 increase for M&O and \$15 increase for Bond.

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CITY NOT INCREASING TAX RATES**

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PRESS RELEASE ANNOUNCING PROPERTY TAX INCREASE

The City of Kennesaw today announces its intention to increase the 2026 property taxes it will levy this year by 4.25 percent for M&O and 3.70 percent for Bond over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

The budget tentatively adopted by the City of Kennesaw Council requires a millage rate higher than the rollback millage rate; therefore, before the City of Kennesaw Council may finalize the tentative budget and set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at the City of Kennesaw Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on July 27, 2026 at 6:00 PM and August 3, 2026 at 10:30 AM and 6:30 PM.

BUDGET

From A1

informal conversations with colleagues, staff or other officials to discuss proposals, answer questions and build understanding or support before a matter is brought up formally. Under Georgia's Open Meetings Act, a meeting of three or more of the board members would be considered a quorum and require public access. Walking the halls allows commissioners to have informal conversations outside of executive session and public meetings.

Brantley said the position had been included in his department's original budget request months ago but was omitted from the initial proposal. He said County Manager Dr. Jackie Morris recently contacted him after funding became available to ask whether he still wanted the position.

Brantley added the deputy director would serve under him, handling more of the "day-to-day operations" so that he could begin looking at "the strategic long-term goals."

Commission Chair Lisa Cupid explained she restored the request after reviewing department's original submissions.

"Our parks department is the largest department behind public safety," Cupid said. "They generally operate almost seven days a week ... I think having a deputy director to be able to support him as he's leading that department is not unreasonable given the size of the department, given the weight of the work."

Tesar shared the position was added to the budget by scaling back other proposed expenditures, including reducing Superior Court staffing requests from seven to six full-time calendar coordinator positions — a roughly \$95,000 decrease — and lowering the county's local match for a proposed on-demand transit grant from \$500,000 to \$330,268.

Sheffield said the issue wasn't whether the position had originally been requested but whether commissioners had adequate opportunity to discuss it with the department head, not just finance director, before it appeared in the revised proposal.

"It gives us an opportunity, as we all know, to ask additional questions," Sheffield said. "Questions that I could have asked in advance of this hearing."

Cupid acknowledged that some department heads were more active than others in advocating for their requests and said that created inconsistencies in how needs were presented to commissioners.

Some staff, she noted, thought they were "being respectful" by just submitting the memo and not reaching out to commissioners.

According to an April presentation, 322 new full-time positions — 275 within the general fund — were originally requested by staff.

"What I've learned is that the variation in our leadership across the county is resulting in some having their interests and their needs reflected in the budget when others have needs, but just approach this differently," Cupid said.

She believed the county should create a more consistent process next year to ensure departments have more opportunities to directly present their priorities.

COMMISSIONERS' FRUSTRATIONS

Sheffield and Commissioners Kell Gambrell and JoAnn Birrell all confirmed Tesar had met with them individually to go over the revised proposal Monday.

Birrell thanked Tesar for setting up appointments and walking the halls with commissioners.

"Initially, when the budget was first shared with the board, we were asked for our priorities and listed all

of those. The departments had submitted all their requests, but a lot of them ... didn't make the cut. So now things are being reconsidered I guess," Birrell said.

"And Buddy is walking halls, we're not hearing from each other or who's presenting," Birrell later told the Journal she believed the board "needed to have a clear proposal" before the first public hearing, expressing a desire for more communication, including between board members and the chairwoman.

Birrell acknowledged that, after accounting for rising operating costs and previously approved expenditures, there was limited funding available to accommodate additional requests. She said she was unable to secure support for her own priority of funding staffing for Precinct 6, while recognizing that several of the positions added to the proposal had been requested repeatedly by departments and addressed longstanding needs. Even so, she said the county should prioritize looking for ways to conserve money where possible.

Meanwhile, Gambrell said the repeated budget revisions left both commissioners and finance staff struggling to keep up.

"I share your frustration," Gambrell told Sheffield, explaining she met with Tesar once in the morning Monday and again around 1:30 p.m.

"...And by 3 p.m. (the budget) had changed. In his efforts to present a budget to us, it changed three times, which is not only unfair to him and staff, but is also unfair to us as a board."

She said the board lacks a

transparent process for collectively deciding which requests should receive priority.

"Yes, we have a binder book full of positions, but we never sit as a board to discuss the priorities," Gambrell said. "We leave it up to Buddy to have to walk the halls, keeping a spreadsheet of where each of us stands instead of having this open conversation dialogue here today."

She later told the Journal, "If this is truly the chair's budget, then the chair should be having the conversations with the Board of Commissioners not the finance director."

Gambrell also questioned increasing commissioners' office budgets while some departmental requests — including for overtime and other deputy positions — remain unfunded, and expressed frustration that the board has yet to address "the overspending that is happening by some departments," specifically pointing to the sheriff's office.

Cupid defended the budgeting process during the meeting, saying it has become more transparent in recent years with department requests and supporting documents now publicly available.

She acknowledged that demand always exceeds available funding.

"It is our desire to make sure that this is an open process, and unfortunately, the needs always outweigh the resources that we do have. It is a difficult thing, but it is a great thing when we are able to at least do our best to meet people where their



Commissioners Kell Gambrell, above left, and Monique Sheffield, above right, speak during the Cobb Board of Commissioners meeting Tuesday.

interests and where their needs are," Cupid said, adding she hoped to work with agencies whose requests were not fulfilled throughout the year in addition to during next year's budget process.

PUBLIC COMMENT

Residents also offered their opinions on the budget during the county's first of three public hearings.

Andy Kingery, with the Cobb County GOP Election Integrity Committee, asked commissioners to consider adding a deputy director position for the Cobb Board of Elections and Registration, stating Cobb is the only large Georgia county without one.

Christine Rozman urged commissioners to curb spending growth.

"I think there's a common theme here: quit spending so much money," she said. "Another east Cobb resident criticized the county's proposed expansion of microtransit service, calling it 'financially irresponsible' and arguing countywide tax dollars should instead support services that benefit all

residents, such as public safety, parks and roads.

Lily Trotter, a 20-year-old political affairs intern with The Borgen Project, spoke later during general public comment, encouraging commissioners to improve communication with residents and explain major budget decisions in simpler terms. The Borgen Project is a nonprofit focused on making global poverty a primary focus of U.S. foreign policy.

"I understand that all of you are very busy, I can't imagine what it is like being a government official... but I think just coming together and realizing we're all on the same team is very

helpful," she said. "Sometimes it feels like it's an 'us versus them.'"

Commissioners are expected to hold a second public hearing on the proposed budget next week during a special-called meeting at 6:30 p.m. July 21. A third and final hearing, followed by consideration of the budget's adoption, is scheduled during the board's regular meeting on July 28.

Cupid is also scheduled to host two public town hall meetings which will include updates on the proposed budget at 7 p.m. July 22 at East Cobb Library and July 23 at Milford Recreation Center.

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Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.40
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Net Bond Taxes % Increase	10.5%	14.0%	14.7%	8.8%	0.0%

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Monday, July 27, 2026 6:00 PM (Special Called Meeting)
Monday, August 3, 2026 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)

FULLER

From A1

we knew, that was a part of the fabric of this state for so long, that Democratic Party is dead,” Fuller said. “It’s being taken over by communists.”

While Fuller often used the terms “communist” and “socialist” interchangeably to describe Kiros as well as other Democratic politicians such as New York City Mayor Zohran Mamdani, socialism and communism differ in key ways, and those that identify themselves as democratic socialists may not necessarily be communists.

The rise of candidates identifying themselves with democratic socialism, however, has alarmed lawmakers on both sides of the political aisle, including more moderate Democrats in the House and Senate.

Fuller said the ideological shift taking place within the Democratic Party makes it even more paramount that Republicans turn out for the November midterm elections.

“We have to re-energize ourselves. We have to redouble our efforts because we’re at a time that either we’re going to be the free republic that we’ve always been for 250 years, and that we fought for, or we’re gonna be communists,” Fuller said. “That’s the choice.”

Following his remarks, Fuller also emphasized the importance of passing the Safeguard American Voter Eligibility, or SAVE, Act.



Lucinda Warrike

Attendees listen during the Cobb County Republican Women’s meeting on Friday.



U.S. Rep. Clay Fuller, R-Lookout Mountain, speaks Friday during a Cobb County Republican Women’s Club meeting.

The act would require proof of U.S. citizenship, like a birth certificate or passport, to register to vote in federal elections.

The act has faced headwinds as it made its way through Congress, with the bill stalling in the Senate as Senate Majority Leader John Thune, R-South Dakota, refused to bring it to the floor for a vote, arguing the act doesn’t have the required 60 votes to pass.

Fuller said the SAVE Act is vital to protecting Ameri-

can elections.

“I think election integrity is the No. 1 issue in our country,” Fuller told the Marietta Daily Journal. “I think when you talk about American elections, only Americans should be voting in, in American elections.”

Critics of the bill say it hammers home unfounded claims by President Donald Trump about fraud in elections, and media reports and fact checkers have said there’s no evidence for rampant voting by

non-citizens.

Those opposed to the bill have also alleged that it would prevent certain people from voting by adding unnecessary requirements.

Fuller dismissed the concerns, and said those saying it would make it unnecessarily hard to register to vote are just trying to frighten voters.

“If you want to vote, you’re going to be able to vote. The SAVE Act isn’t going to impact that at all,” Fuller said. “The criticism is there to scare people because (Democrats) want to cheat.”

Attendees were receptive to Fuller’s points, with applause filling the room following his remarks.

Beth Childress, a member of Cobb County Republican Women’s Club who attended Friday’s meeting, said she was excited to hear Fuller speak.

“I thought he was awesome,” Childress said. “I liked the emphasis on communism, that we’re turning to communism and we need to turn away.”

DATELINE ■ COBB

Whiskers on Wheels: Family skate night benefits cat rescue

Staff reports

On Aug. 10, Pounce de Leon Cat Rescue will host “Whiskers on Wheels,” a roller-skating benefit for homeless cats at Sparkles Family Fun Center of Smyrna, 666 Smyrna Hill Drive in Smyrna.

The event will feature music with a live DJ, silent auction, raffles and games. Festivities begin after school, running from 3:30 until 9 p.m. All ages are welcome. Wearing cat ears is encouraged. Admission is \$5 and includes skate rental.

Railroad Rendezvous

The popular Railroad Rendezvous will be 9:30 a.m. to 5 p.m. on July 25 at the Southern Museum of Civil War and Locomotive History, 2829 Cherokee Street NW in Kennesaw.

Activities will include celebrating the railroad and all things transportation throughout the day. Visitors can experience the rare opportunity to step aboard The General locomotive and tour the cab of this historic steam locomotive. Visitors can also step inside the renovated Southern Railway Caboose X372 to experience what life was like for railroad crews during the golden age of rail travel.

For more information, visit southernmuseum.org.

Smith-Gilbert Gardens Special Deals Day

The Smith-Gilbert Gardens, 2382 Pine Mountain Road in Kennesaw, will on July 25 have a day of promotions for the whole family including:

- ♦ Garden with Wings admission included with general admission children tickets.
 - ♦ Gardens branded water bottles for the first 25 visitors.
 - ♦ Dog bandanas for Dog Day visitors, while supplies last.
- For more information, visit smithgilbertgardens.com.

Powder Springs Community Taskforce’s 25th Annual Back 2 School Bash

The Powder Springs Community Taskforce in partnership with Isaac Okoro will present its 25th Annual Back 2 School Bash from 1 to 5 p.m. on July 26 at the Ron Anderson Recreation Center, 3820 Macedonia Road in Powder Springs.

Register one’s child to receive a backpack at <https://tinyurl.com/368bef7j>.

MILLAGE

From A1

Chief Financial Officer David Baker said the district maintained an 18.9-mill rate from 2007 until the 2023 reduction. He also noted the district eliminated its 0.9-mill debt service rate in 2007, paying off its long-term debt.

“The Cobb County School District has a history of keeping property taxes low and Cobb residents enjoy one of the lowest property tax structures in the metro Atlanta area,” Baker said.

According to Baker, the district’s final tax digest increased by 4.03% this year, closely matching the 4.08% increase projected when the board adopted its \$1.88 billion fiscal year 2027 budget in May.

The projected 4.08% growth in the property tax digest was expected to bring an additional \$29.3 million in local tax revenue to the Cobb County School District, according to the approved budget.

Baker shared that residential property, which accounts for about 71% of the district’s tax digest, increased in value by 4.18% this year. Commercial property, representing about 21% of the digest, increased by 7.05%, while personal property, utilities, motor vehicles and other categories — making up the remaining 8% — grew by 4.6%.

He added that the average estimated value of a Cobb County homestead property was just over \$510,000.

Though the tax rate is proposed to remain the same, a rise in property values would mean the owner of a home valued at \$500,000 would see roughly \$129.96 in additional taxes, according to the district. The proposed tax increase for non-homestead property with a fair market value of \$700,000 is approximately \$191.52.

Under Georgia law, rising property value assessments not accompanied by a corresponding millage rate “rollback” that offsets the increase in tax due are considered tax increases and must be advertised as such.

To collect the same revenue as last year and avoid an increase in taxes of 3.8%, the millage rate would have had to be decreased to 18.016 mills.

Board member Becky Say-

ler noted the fiscal year 2027 budget, which took effect July 1, was built assuming the 18.7-mill rate would remain in place.

“So if we don’t adopt this millage rate there would be negative consequences for salaries, which is 94% of the budget,” she said Thursday night.

Baker also highlighted the district’s property tax exemptions, which totaled an equivalent value of \$298.5 million this year, a 7.07% increase from last year. Nearly \$256 million of those exemptions came from the county’s exemption for homeowners age 62 and older.

Sayler questioned Baker about the nearly \$300 million in exemptions and how recently approved state property tax reform could affect future budgets.

Baker said district officials have begun reviewing the legislation and planned to take “a closer look” prior to the start of the legislative session.

Sayler asked the board receive additional guidance before next year’s budget process because the new law could affect future property tax revenues.

PUBLIC COMMENT

Because the adopted millage rate exceeded the state-calculated rollback rate, Georgia law required the board to hold three public hearings before the final vote. Two hearings were held July 9, while the final hearing took place Thursday evening before the night meeting. One person spoke during the second hearing, and no one spoke during the first or final hearing.

While much of Thursday’s public comment was dominated by discussion of Trump’s appearance at Wheeler High School Wednesday, Heather Tolley-Bauer, co-founder of Watching the Funds Cobb, did question the district’s financial priorities, referencing the millage rate.

Tolley-Bauer noted the district’s budget has grown from roughly \$900 million in 2015 to \$1.88 billion and pointed out rising property values would still amount to a property tax increase despite the unchanged millage rate.

“(The budget is) more than double. And you still had to balance this budget by leaving 185 positions un-

filled and using reserves,” she said. “The millage rate sits at 18.7 mills. Flat, but it’s a 3.8% tax increase on tax-paying homeowners. And Superintendent (Chris) Ragsdale told us: this board will never lower the rate. So we’re going to keep paying more in taxes.”

She further criticized district leaders for not using Wednesday’s event to highlight Cobb Schools’ accomplishments or advocate for district funding, arguing instead the event became partisan after Republican elected officials and candidates addressed the crowd while local Democratic officials were not invited.

“Once again, you’ve proven who you really serve,” she said. “Since you didn’t showcase our district, didn’t include a single state or county Democratic leader and didn’t advocate for our kids, yet you’re increasing our taxes, here’s my question: how can we trust you to serve our kids and be responsible with our tax dollars when you clearly don’t like most of your families?”

OTHER BUSINESS

In other business, the

board approved a \$1.32 million contract with Toccoa-based Bowen & Watson to replace the softball field house for Campbell High School.

Thursday’s approval allows the project, funded by the Education Special Local Option Sales Tax (Ed-SPOST V), to remain on schedule with a substantial completion date of April 2027.

The new building will include locker rooms, public restrooms, utilities and offices, storage and additional restrooms for coaches. On social media Friday, Sayler said the project was “an exciting and necessary upgrade.”

The board also approved a \$15.13 million contract with Bremen-based R.K.

Redding Construction for an annex replacement, in accordance with the Ed-SPOST VI program, at Kincaid Elementary School. The project — expected to be completed by July 2028 — will include a new addition, secure vestibule, modernized restrooms, parking and site improvements and facility repainting.



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

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year’s millage of 9.15 mills.

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 4.25 percent for M&O and 3.70 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 27, 2026, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 3, 2026 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.40 mills for Bond, an increase of 0.316 mills for M&O and 0.050 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.434 mills for M&O and 1.350 mills for Bond. The proposed tax increase for a home with a fair market value of \$400,000 is approximately \$51 increase for M&O and \$8 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$750,000 is approximately \$95 increase for M&O and \$15 increase for Bond.



Item Report

TO: The Honorable Mayor and City Council

FROM: Nikki McGraw, 911 Director

DATE: July 27, 2026

TITLE: **Resolution: 911 Console Project Cost Increase**
Consideration for approval of a Resolution authorizing additional funds for the 911 Dispatch Console Replacement Project.

Summary:

Staff is requesting approval to increase the previously approved console project funding from \$116,372.49 to \$131,112.82.

During the initial budget planning process, the renovation project was estimated at approximately \$125,000. A vendor quote was subsequently received in the amount of \$116,372.49, which was approved by Mayor & Council. As the project moved forward, additional coordination and internal review were completed prior to finalizing the purchase. During that timeframe, the vendor provided updated pricing, resulting in a revised project cost of \$131,112.82.

Staff have continued working to move the project forward. However, the revised vendor quote exceeds the amount previously approved by Mayor & Council. Although \$125,000 was included in the FY26 budget for this project, the revised vendor quote of \$131,112.82 exceeds the original project budget by \$6,112.82.

Approval is requested to increase the previously approved project funding from \$116,372.49 to \$131,112.82 in order to proceed with the project. The additional \$6,112.82 funding will come from the 911 reserve funds.

Recommendation:

The Director of 911 recommends approval.

Fiscal Impact:

\$6,112.82 from 215-0000-13-521000 to 215-3800-54-241600.

Attachments:

1. Resolution for 911 Dispatch Consoles - Revised Quote
2. Exhibit A: 07.10.26 - PQ - Kennesaw County - 911 Center

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO APPROVE ADDITIONAL FUNDS FOR 911 DISPATCH CONSOLE
REPLACEMENT PROJECT**

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

WHEREAS, the current dispatch consoles in the Kennesaw Acworth 911 center are approaching their end of usable life; and

WHEREAS, Mayor and Council approved \$125,000 be used from 911 Reserves to replace the consoles during Fiscal Year 2026; and

WHEREAS, Evans Console Incorporated was selected to complete the project at an estimated cost of \$116,372.49; and

WHEREAS, since the original quote was provided, the estimate has risen to \$131,112.82; and

WHEREAS, staff is requesting an additional \$6,112.82 be reallocated from the 911 Reserve Fund to fully fund the 911 Dispatch Console Replacement Project.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes additional funds be reallocated for the 911 Dispatch Console Replacement Project at Kennesaw Acworth 911 and approves the revised quote from Evans Console Incorporated as presented in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this 3rd day of August, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

Kennesaw County

Project Name: Kennesaw County - 911 Center

Project Location: Kennesaw, Georgia, United States

Project Number: 25-5411 Phase 1 Revision 9

Submittal Date: July 6, 2026

Sales Lead: Megan Koehler

Project Manager: Tarek Omairi

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
01 - Console	RSPNG-C	96,541.34	1	96,541.34
Sub-Total				96,541.34
Services				
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 3 Year		1,485.00	4	5,940.00
Sub-Total				5,940.00
Logistics				
Packaging				Included
Transportation, Offload, Transfer to Room of Rest, Debris Removal				14,815.74
Install				13,815.74
Sub-Total				28,631.48
Project Total (USD, All Sales Taxes Excluded)				131,112.82

Note: Products on H-GAC Contract are marked as 'H'. Items without an 'H' are open market items. H-GAC Contract No. EC07-23

Shipping UCC Terms: FOB Destination to Kennesaw, Georgia, United States

Payment Terms:

100% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period: 90 days for product; 90 days for freight and install within North America; 30 days for freight and install outside of North America.

See Evans Terms & Conditions document for more details.

Prices will be valid for shipment six (6) months after receipt of purchase order. Any orders that have not been manufactured and shipped within this time frame may be subject to a price adjustment.

Evans accepts all major credit cards subject to service fees.

Accepted by (Title/Name): _____

Signature: _____ Date: _____

By signing this document, the signatory acknowledges that this represents a Purchase Agreement between the client and Evans Consoles with the stated scope of supply, pricing and Terms and Conditions.

Services			
Description	Unit Price	Qty	Extended Price
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 3 Year Preventative maintenance and cleaning will be performed once per year on any brand of console. Consoles will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown, ensuring that consoles function at their optimum level of performance. Cleaning is performed on-site while the control center stays live. All surfaces are touched a minimum of three times. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the control center with harsh chemical smells and odors. Priced per operator position.	1,485.00 H	4	5,940.00

Shipment / Installation A	
Includes all product	
Packaging	Price
Blanket Wrapped	Included
Transportation	
Transportation by Truck (LTL) to Kennesaw, Georgia, United States Evans Offload to Room of Rest Debris Removal Transit Time: 10 Days Evans' standard transportation and offload pricing assumes a single shipping activity at a non-union site, during weekdays, regular work hours, site accommodates a 53 ft. (16 m) trailer with loading dock, main floor delivery, clear access (i.e., hallways, doors, and corners with minimum 36 in. (1 m) clearance) from loading dock to room of delivery using furniture dollies with a maximum offload travel to room of 150 ft. (50 m). Please note that there are additional charges for remote locations (e.g., Islands, extreme regions, non-major highway access, or other site conditions), cross dock, cube van or lift gate, forklift, pallet jack, crane, or other offload requirements, any delivery above a main floor, stair carry, multiphase delivery, prevailing wage requirements, off hours (i.e., prior to 8:00 a.m.), evening (i.e., after 3:00 p.m.), and weekend delivery, military base/secure site/specific citizenship requirements, and union rates as specified.	14,815.74 Included Included
Install	
Evans Installation Evans' pricing assumes a single installation activity at non-union sites, during weekdays, regular work hours, and room is free of construction and clear of operations and other trades or contractors. Please note that there are additional charges for remote locations (200 miles/300 km from an international airport); drug & alcohol testing; safety training; security or background checks (ex. TWICS, Military); phased install; multiphase installation; live operations cut over; prevailing wage requirements; off hours (prior to 8:00 AM), evening (after 5:00 PM), and weekend install; union rates as specified, and any onsite scope changes. The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report). Failure to provide such a contact assumes the activity as reported has been accepted. Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	13,815.74

01 - Console						Qty: 1
Response NextGen						
	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	RSPNG-ETB	Extended Technology Bridge	Units	691.29 H	22	15,208.38
3	RSPNG-SLE-L	Large Support Leg Enclosure (end support legs)	Each	774.69 H	8	6,197.52
4	CO-WS-HPL-40	HPL Work Surface with Flat PVC Edge; 40" (1016mm) to 50" (1270mm) depth	Units	175.46 H	36.5	6,404.29
5	CO-WS-U-ESUN	Upgrade Work Surface Edge from Flat PVC to Ergonomic Soft Urethane Nosing	Units	116.82 H	23.5	2,745.27
6	CO-WLS-LC-HD-2	Two heavy duty lift columns with a single equipment controller and switch	Each	1,728.19 H	4	6,912.76
7	CO-WLS-WSSC	Work surface support cage kit	Units	64.32 H	36.5	2,347.68
8	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	126.02 H	35.5	4,473.71
9	CO-SR-S	Standard Slatrail system	Units	172.61 H	35	6,041.35
10	CO-SW-S-1T	Single Tier Slatwall system	Units	249.62 H	35	8,736.70
11	RSPNG-EE-FD	Full Depth Equipment Enclosure	Units	575.02 H	8	4,600.16
12	RSPNG-EE-RD	Reduced Depth Equipment Enclosure	Units	291.93 H	20	5,838.60
EQUIPMENT/ACCESSORIES						
13	CO-ESS-BFS	Base Fixed Shelf	Each	247.11 H	8	1,976.88
14	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	111.21 H	14	1,556.94
15	CO-MA-E-SW-DT-KN	Double Tier Monitor Arm with a Knuckle Only; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	300.15 H	4	1,200.60
16	CO-MA-E-SW-DT-SL	Double Tier Monitor Arm with a Single Link; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	342.28 H	8	2,738.24
17	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	122.95 H	12	1,475.40
18	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	186.28 H	8	1,490.24
19	CO-PDG-DT-4P-UUPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 USB-A+C Charging, 2 Power Receptacles (NEMA 5-15)	Each	445.27 H	4	1,781.08
20	CO-HT-C-FI-400-EL	Single Front Intake Ceramic Forced Air Heater; EnviroLinc compatible, 400W total, 110V	Each	366.61 H	4	1,466.44
21	CO-TL-SW-ZB	Z-Bar task light by Koncept with Slatwall mount (refer to drawing for plug type)	Each	257.92 H	4	1,031.68
22	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	1,270.16 H	4	5,080.64
23	CO-EL-PM-AC	EnviroLinc AC power module; 110V, 3' power cord, NEMA 5-15 (Type B plug)	Each	361.67 H	4	1,446.68
24	CO-EL-TSC	EnviroLinc touch screen controller	Each	354.11 H	4	1,416.44
25	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	132.91 H	4	531.64
26	CO-PL-H-3X3-NC	PowerLinc Hub; 3 circuits with 3 outlets each (3x3), no cable	Each	683.15 H	4	2,732.60
27	CO-PL-JB-3R	PowerLinc Junction Box (3R)	Each	208.64 H	1	208.64
28	CO-PL-EC-12-06	6' (1.8m) PowerLinc Extender Cable; 12 AWG	Each	192.78 H	1	192.78
29	CO-PL-EC-12-10	10' (3m) PowerLinc Extender Cable; 12 AWG	Each	236.00 H	3	708.00
Sub-Total (single unit)						96,541.34

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated in the Quotation, the Quotation prices are valid within North America for ninety (90) days for product, freight, and installation. Outside of North America, prices for freight and installation are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within six (6) months from the date of the confirmed order (the "Purchase Order") or date of the signed Quotation received by Evans. Evans reserves the right to revise or adjust pricing, at their sole discretion, on orders not shipped or completed within the six (6) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation and transportation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties or otherwise stated in the front page of the Quotation, the price of the Work must be paid as per the following payment terms:
 - 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined in clause 3.1;
 - 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of the Work;
 - 2.1.3 A one-point five percent (1.5%) late payment penalty must be applied per calendar month per payment if payment is not received within 30 days of invoice issuance.
- 2.2 Credit Card fees. 3% fee will apply for credit card payments above \$10,000
- 2.3 Pay When Paid Clause. Buyer must NOT withhold payment to Evans for reasons unrelated to the Work of Evans. Buyer must not unreasonably withhold authorization for payment.
- 2.4 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third-party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans at their sole discretion. Payment must be provided through an Irrevocable Letter of Credit (the "ILC"). The terms of the ILC must be:
 - 2.4.1 The ILC must be in the English language and all supporting or related documents requiring execution must also be in English;
 - 2.4.2 The ILC must be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - 2.4.3 The expiry of the ILC must extend at minimum six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
 - 2.4.4 All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, and statement of compliance to product specification.
- 2.5 It is recognized that an Evans console solution is a one -of-a-kind, custom-made product specifically designed to meet the Buyer's equipment and ergonomic requirements, hence:
 - 2.5.1 Once design and production have started or the product has been shipped, the order is non-cancelable, non-returnable, and non-refundable.
 - 2.5.2 Third party buyouts (where there is no Evans manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third-party suppliers.

- 2.6 The Quotation price includes all transportation, carriage, and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.7 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.8 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada, Evans is required by law to collect the appropriate state, provincial, and municipal sales and use taxes at the time of invoice, for the products supplied. If applicable to this procurement, Evans will require a certificate of tax exemption prior to the time of invoicing. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes, or any other taxes at the shipping destination are the sole responsibility of the Buyer.
- 2.9 Evans is required by United States federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

- 3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in clause 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope, and shipping destination will affect the project schedule.
- 3.3 All the detailed information required to complete the design of the consoles must be provided to Evans by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the Buyer after project Sign Off may have an impact on pricing and/or schedule.
- 3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during the detailed design and manufacturing stage of the project, the Buyer must respond to these questions within forty-eight (48) hours of the request being sent by Evans. If Evans does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.
- 3.5 Room dimensions that are provided to Evans by the Buyer and which are shown on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct, and any adjustment required may have an impact on pricing and/or schedule.

4.0 Packing

- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces, and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight, or Less Than Truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (i.e., plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or Change Order for any additional services.

5.0 Shipment and Storage

- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments, or off-site storage of the product, Evans will provide a revised Quotation or Change Order for the additional services. Freight (i.e., transportation) pricing is subject to adjustment due to fuel cost changes. Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the ship date. Any last-minute changes from the client may have a cost/schedule impact.
- 5.2 Evans follows the international trade terms under Incoterms 2020 and Uniformed Commercial Code (UCC).
- 5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms must be Carriage, Insurance Paid To (CIP) named destination point. Title and risk must pass to the Buyer when the Work is delivered to the carrier by Evans who pays for transportation and insurance to the named destination.
- 5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. Evans packaging uses Shockwave indicators to assess potential impacts and rough handling during shipping. When the customer receives the product from an Evans shipment or is responsible for handling or offloading, when the crate/crates are received inspect the Shockwatch 2 indicator and follow the following process (a) check serial number of the indicator. Confirm that it matches the serial number on the shipping document (b) review indicator windows for activation. If red, the sensitivity threshold was exceeded by an impact. If indicator window is red, accept the shipment. However, note on the bill of lading the indicator was activated and inspect the shipment for damage. Take pictures of the damaged crate before opening it. Open the crate and inspect parts for damage. If there are damaged parts take pictures and notify your Evans Consoles Project Manager.
- 5.5 In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor must determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.6 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.7 If the Buyer is responsible for shipping the Work, the shipping terms will be Ex Works (EXW) (named place of delivery) as defined in Incoterms 2020 or the Uniformed Commercial Code (UCC). Evans will place the Work on Evans' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur within three (3) working days, additional costs may apply. The Buyer must communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for all damages during loading, transport, and off-loading.
- 5.8 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five degrees Celsius (15°C to 25°C) (i.e., sixty to seventy degrees Fahrenheit (60°F-75°F)) and between forty-five to fifty-five percent (45% to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not

replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

6.0 Site Preparation and Installation

- 6.1 The Buyer must make the destination and/or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way affect or impact the installation of the Work must be complete.
- 6.2 The Buyer must appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety, and Work placement.
- 6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.
- 6.4 Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the installation activity. Any last-minute changes from the client may have a cost/schedule impact.
- 6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.
- 6.6 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they must execute an Installation Waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

- 7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Change Order").
- 7.2 All changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue a Change Order to the Purchase Order. If any change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates, or both, and Evans will provide a revised Quotation or Change Order for the adjustment.

8.0 Buyer Acceptance

- 8.1 Upon completion of the installation, the Buyer must arrange for the Buyer's representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 8.2 Upon completion of the installation of the Work, a report will be produced by the Installer, and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office within forty-eight (48) hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

- 9.1 Unless otherwise stated in the quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
- Lifetime warranty on all fixed structural frame components;
 - Lifetime warranty on all static exterior panels and work surface components parts; with five (5) years for labor;
 - Lifetime warranty on all adjustable, sliding or hinged mechanisms or parts; with five (5) years for labor;
 - Five (5) year warranty on the Evans branded E-Arm family;
 - Five (5) year warranty on electrical actuated lift columns;
 - Three (3) year product warranty on Evans' PowerLinc™ system;
 - Three (3) year product warranty on Evans' EnviroLinc™ system with Evans Ceramic heater;
 - Three (3) year product warranty on Evans' LumiLinc™ system;
 - Original Equipment Manufacturer (OEM) warranty on all third-party buyouts.
- 9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site in the form of a signed Project Completion Report (PCR). If the product goes into storage for more than three months, warranty period will start on the first day of the fourth month. If Evans is not providing installation services for the consoles, Evans' Lifetime Limited Warranty does not apply to damage resulting from improper installation. Notification of any defect or failure must be in writing to Evans within the applicable warranty period. If a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans must not be obligated to provide any warranty for the Work.
- 9.3 If the Buyer executes an EvansCare Maintenance contract within one (1) year of project final acceptance, as long as the contract is maintained on an annual basis, Evans will provide a lifetime warranty on all elements of the Work. Failure to maintain an annual EvansCare Maintenance contract (with no breaks allowed) will revert warranty back to standard terms as outlined in clause 9.1.
- 9.4 At Evans' option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 12.0 below, the decision is binding and final upon the Buyer.
- 9.5 The warranty periods must not be extended or modified due to any warranty claims, repairs, or replacements made under section 9.0.
- 9.6 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 9.7 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia-based cleaners are used on the nosing and/or worksurface.
- 9.8 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third-party software.
- 9.9 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.
- 9.10 Rights and benefits of this section are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.
- 9.11 a. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional

district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.

- b. All Purchase Orders entered into by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

10.0 Confidentiality

- 10.1 The Buyer agrees to maintain confidentiality with regard to confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and must require the similar undertaking from any employees, subcontractors, representatives, or agents. Any drawings, plans, and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, must be confidential and must not be used for any purpose other than performing this contract. Such confidential information must not be reproduced or copied by the Buyer without Evans' written consent and must remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

- 11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.
- 11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

- 12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury, or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering, or structural engineering services. Evans must be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT MUST EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

- 13.1 If, by reason of a Force Majeure, either party hereto must be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party must give notice and full particulars of such Force Majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such Force Majeure, must be suspended during the continuance of the event then claimed, and such party must endeavor

to remove or overcome such inability with all reasonable diligence. The term Force Majeure as employed herein, must mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the Force Majeure.

13.2 Each party must take all commercially reasonable steps to mitigate any loss or damages as a result of the Force Majeure.

13.3 The Buyer must pay for the portion of the Work completed and/or delivered up until the point of delay by Force Majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within ten (10) days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and the Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of

those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival and Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9.0, 10.0, 11.0, 12.0, 15.0, and 17.0.

16.2 If any provision of these Terms and Conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and Conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 Duties

17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that the price does not include any duties, tariffs, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

Rev. Feb. 2026



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: July 27, 2026

TITLE: **Resolution: 2026 Pipe Rehabilitation Project**
 Consideration for approval of a Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services.

Summary:

Requests for Bids were advertised to repair failing storm water pipes throughout the City. Thirteen (13) bids were received. The lowest bid was found to be an incomplete submission, therefore the lowest bid considered is from Video Industrial Services. Their bid is in the amount of \$319,570.00. The Public Works Director recommends approval of bids, award of the contract to Video Industrial Services for \$319,570.00 and recommends the Mayor to sign the attached Contract and Resolution.

Recommendation:

The Public Works Director recommends approval of bids, award of the contract to Video Industrial Services for \$319,570.00 and recommends the Mayor to sign the attached Contract and Resolution.

Fiscal Impact:

560.4320.54.142000.00000 Storm Water Construction & Improvement

Attachments:

1. RESOLUTION - 2026 Pipe Rehabilitation - Video Industrial
2. CONTRACTOR AGREEMENT
3. Video Industrial Services Bid 2026

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO APPROVE BIDS AND AWARD CONTRACT TO VIDEO
INDUSTRIAL SERVICES FOR 2026 PIPE REHABILITATION PROJECT**

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

WHEREAS, the City solicited bids to engage a qualified and experienced Contractor to provide stormwater rehabilitation for storm pipes on Chastain Pointe, Collier Trace, Emberwood Court and Bayswater Drive; and

WHEREAS, Thirteen bids were received with Video Industrial Services being the lowest responsive bid; and

WHEREAS, Video Industrial Services has represented to the City they are experienced and qualified to perform the project; and

WHEREAS, Video Industrial Services has offered to provide the required construction services for an amount of \$319,570.00.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Video Industrial Services to perform described work as shown as 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 3rd day of August, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

CONTRACTOR AGREEMENT
CITY OF KENNESAW
2026 PIPE REHABILITATION PROJECT

This Agreement is executed this ____ day of July 2024, by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and **Video Industrial Services**, hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto as Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

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

2. Duration.

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described within 60 days of issuance of Notice To Proceed, unless sooner terminated pursuant to the provisions contained herein.

3. Price.

The parties have stated the Contract Price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The Contract Price for Exhibit “A” is two hundred seventy-seven thousand, six hundred ten dollars (\$277,610.00).

4. Time of Essence.

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress, and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood that the time for completion of the work described herein is a reasonable time for the completion of the same.

5. Governing Law.

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

6. Assignments.

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

7. Modification.

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

8. Due Diligence.

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

9. Risk of Loss.

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

10. Invoices.

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

11. Taxes.

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

12. Permits and Licenses; Inspection; Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to

the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement or is guilty of a substantial violation of any provision of the Contract Documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

14. Inspection.

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

15. Liquidated Damages.

In the event that the materials which form the subject of this Agreement are not delivered as set forth in the special provisions to this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors

performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

16. Contract Documents.

The Contract Documents are composed of those documents listed in Exhibit A, Special Stipulations. Copies of the Contractor's proposal to furnish the labor, materials, and supplies which form the subject of this Agreement and all drawings and specifications submitted during the bidding process are attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

17. Additional Security.

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

18. Accounting and Records Retention.

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

19. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its elected officials, department heads, agents, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorneys fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

20. Severability.

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

21. New Materials.

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

22. Set-off.

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

23. Defective Materials.

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

24. Defective Materials-Liability.

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

25. Manufacturer's Warranties.

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

26. Notices.

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

27. Bid Bond.

If a bid bond is required pursuant to the City's specifications, such bond must be in an amount of not less than five percent of the bid submitted by the Contractor. The bid bond will be forfeited if the Contractor fails to execute an Agreement with the City substantially similar to this Agreement within fifteen days after notification of the award of the contract.

29. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred and ten (110%) and one hundred percent (100%) respectively of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City.

The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction design; (e) construction specifications; and (f) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the Contract Price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt

by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

31. Variation in Quantity.

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

32. Testing.

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

33. Rejection of Nonconforming Materials.

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

34. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall

be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

35. Testing-Liability.

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

36. Inspections-Records.

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

37. Payments.

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided.

(a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing its payments for materials and labor, including payments previously made to Subcontractors.

(b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
- (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid;
- (v) Damage to a Separate Contractor or to the City or a third party;

(vi) Failure to maintain a rate of progress consistent with the schedule;
or

(vii) Failure to supply enough skilled workers or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. With regard to cases (ii) and (iii) above, the City may agree to payment upon receipt of a satisfactory Bond to Discharge Claim in the amount of double the claim. At the option of the City, adherence to the Overall Project Schedule shall be a condition precedent to the right of the Contractor to demand payment of an application for payment or certificate. No omission on the part of the City to exercise the aforesaid option shall be construed to be a waiver of breach of the Overall Project Schedule or acquiescence therein, and the City may exercise its option from time to time and as often as may be expedient.

38. Termination for Cause.

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 42, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

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

39. Costs to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, 38, or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, 38, and/or Paragraph 46.

40. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials Upon Termination.

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

42. Review of Termination.

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

43. Additional Remedies.

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

44. Subcontractors.

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

45. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. Termination for Convenience.

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 38, 40, 41, 43 herein shall apply to the extent applicable.

47. Contractor's Duties upon Termination.

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

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
 - (ii) The completed or partially completed plans, drawings, information, and other property, which, if the Agreement had been completed, would have been required to be furnished to the City.

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
 - (i) Shall not be required to extend credit to any purchaser, and
 - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

48. Termination-Claims.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City his termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than one (1) month from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such one-month period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such one-month period of any extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review required by the City's procedures in effect as of the date of execution of this Agreement, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

49. Settlement of Claims.

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

limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

50. Payment of Claims.

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

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

The total sum to be paid to the Contractor under (a) and (b) of this Paragraph shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to a buyer.

51. Set-Offs from Payment.

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

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

52. Partial Termination.

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

53. Partial Price.

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

54. Records Inspection.

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

55. Compliance

This Agreement shall be governed by the law of Georgia. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of its Subcontractors. Without limiting the generality of the foregoing Paragraph, the following laws are specifically referenced:

- (a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.

- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
 - (ii) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.

- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying Agreement.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.
- (o) Contractor agrees to comply with all applicable standards, orders, or regulations related to Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Program and assist the City with reporting requirements, if any.

56. Insurance.

The Contractor shall be responsible to the City from the time of the signing of the Agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf. The Contractor shall procure the insurance coverage identified below at the Contractor's expense and shall furnish the City an insurance certificate listing the City of Kennesaw as the certificate holder and as an additional insured and should read "The City of Kennesaw, Georgia, 2529 J.O. Stephenson Ave., Kennesaw, GA 30144". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory sixty-day notice of cancellation or non-renewal

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty (60) days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

State of Georgia statutory limits required:

- (i) \$1,000.000;
 - (ii) \$1,000.000 each accident;
 - (iii) \$1,000.000 disease policy limit; and
 - (iv) \$1,000.000 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property

damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
 - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
 - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
 - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
 - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each Occurrence.

57. Georgia Security and Immigration Compliance Act Requirements.

The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.*, by registering and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

58. Dispute Resolution.

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty (60) days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.
- (c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty (30) days written notice to the opposing party.

The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Contract.

(d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

59. Waiver.

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

60. LIEN.

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

61. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

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

62. ACCEPTANCE OF FINAL PAYMENT.

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

63. AMENDMENT.

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

64. ENTIRE AGREEMENT.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

City Clerk

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 2026.

WITNESS

Notary Public
Commission Expires:

EXHIBIT "A"
SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to rehabilitate the following pipes in accordance with the 2026 Pipe Rehabilitation Project bid "Specifications".

364 LF of 48" CMP at Chastain Pointe

110 LF of 60" CMP at Collier Trace

60 LF of 18" CMP at Emberwood Ct

55 LF of 42" CMP at Bayswater Dr

323 LF of 24" and 152 LF of 18" CMP at Travelers Trail

- b) The Contract Price for such materials and construction services shall not exceed the amount of **\$319,570.00.**

- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

1) Description of Specifications

2) Proposal and Contract

3) Bid quotation

4) E-Verify Forms for All Contracts

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

- d) Pursuant to Paragraph 23 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.

- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

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

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

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

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

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the: “Georgia Security and Immigration Compliance Act of 2006,” as codified on O.C.G.A. sections 13-10-90 and 13-10-91 and regulated and regulated in chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractor and Sub-Contractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Accessed at <http://www.dol.state.ga.us> as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
 - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
 - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
 - 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written Agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.

2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.

COPY

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

BID FORM

2026 Pipe Rehabilitation

TO: CITY OF KENNESAW

FROM: Video Industrial Services, Inc.
(Vendor)

THE UNDERSIGNED PROPOSER, having familiarized themselves with the work required by the Bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work;

HEREBY agrees if selected to enter into a contract and perform all work necessary to the successful completion of the contract as indicated and specified in the RFB for the total contract price of:

Pipe Lining System: \$ 319,570.00

Bidder must also complete the unit price information in the Specification section.

Name of Firm: Video Industrial Services, Inc.

Firm Address: 7721 2nd Ave N Birmingham, AL 35206

Federal Identification No: 63-0913211 Email: dmahan@videoindustrial.com

Telephone No: 205-798-0300 Fax No: 205-798-6211

By: Drew Mahan 6/23/26
(Typed or Printed) (Date)

Signature:  President
(Signature) (Title)

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

SPECIFICATIONS

1. GENERAL

- 1.1 It is the intention of this specification to establish and define the work to be performed and, in addition, to determine the capability and experience of the Company desiring to provide such services.
- 1.2 The project generally includes furnishing all labor, material, equipment for construction and related improvements for subject project.

2. SCOPE OF WORK

- 2.1 Work includes the rehabilitation of the pipe segments as shown on the attached exhibits.
 - a. All major utilities: electric, water, communications, gas and sewer are present within the project corridor. Project improvements will require coordination with utilities for locations and any adjustments.
 - b. NPDES monitoring and compliance may be required depending on individual project.
- 2.3 The contractor will be responsible for coordinating all work and obtaining the necessary approvals and permits for completion of this project. The contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- 2.4 Contractor will be responsible for soil compaction (if applicable).
- 2.5 Contractor shall submit a synopsis explaining their repair method and construction schedule as part of the Bid Package.

3. PIPE LINING SYSTEM

- 3.1 The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.
 - 3.1.a Lining thickness a minimum of 0.5 inch
 - 3.1 b A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.
- 3.2 The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

SPECIFICATIONS

-
- 3.3 The Contractor must have completed a minimum of five projects and actively involved in the field installation of the exact name brand product bid or approved product.
 - 3.4 The work includes pre-installation and cleaning; bypass pumping, applying liner for the drainage pipes as shown on attached exhibit.
 - 3.5 Should any of the Contractor's furnished and installed material fail to meet the indicated performance parameters as indicated herein for a period of one (1) year from the date of acceptance the area in question shall be removed and replaced with new material or repaired if so indicated.

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

SPECIFICATIONS

Liner System Unit Price Sheet

Item	Quantity	Units	Unit Price	Amount
Mobilization (Bonds, etc.)	LS	LS	20,000.00	\$ 20,000.00
Traffic Control	LS	LS	7,500.00	\$ 7,500.00
48" CMP Chastain Pointe	364	LF	375.00	\$ 136,500.00
60" CMP Collier Trace	110	LF	400.00	\$ 44,000.00
18" CMP Emberwood Ct	60	LF	175.00	\$ 10,500.00
42" CMP Bayswater Dr	55	LF	385.00	\$ 21,175.00
24" (323 LF), 18" (152 LF) CMP Travelers Trail	323 + 152	LF	168.20	\$ 79,895.00

TOTAL \$ 319,570.00

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Video Industrial Services, Inc.
7721 2nd Avenue North
Birmingham, AL 35206

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Kennesaw
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

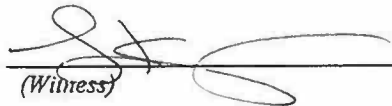
2026 Pipe Rehab & Reline

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2026

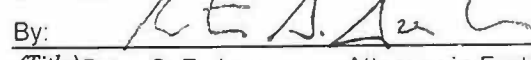

(Witness)


(Witness) Gina M. Damato

Video Industrial Services, Inc.
(Principal) (Seal)

By: 
(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: 
(Title) Peter S. Forker Attorney-in-Fact



STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina Marie Damato a Notary Public in and for said

County, do hereby certify that Peter S. Forker Attorney -in-

Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said

County, this 26th day of June A.D. 2026

Gina Marie Damato
Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS** Illinois their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

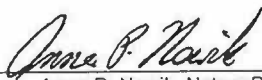
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

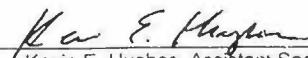
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of June, 2026




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

ATTACHMENT 1

FEDERAL WORK AUTHORIZATION PROGRAM

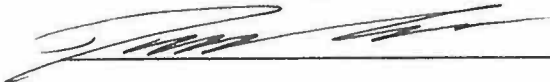
CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

197339

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer or Agent

6/23/26

Date

President

Title of Authorized Officer or Agent of Contractor

Drew Mahan

Printed Name of Authorized Officer Agent

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

CITY OF KENNESAW
REQUEST FOR BIDS

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

 x The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.


By: Authorized Officer or Agent

President
Title of Authorized Officer or Agent of Contractor

Drew Mahan
Printed Name of Authorized Officer or Agent

6/24/26
Date

197339
Basic Pilot User Identification Number
(if applicable)

With express authority on behalf of:

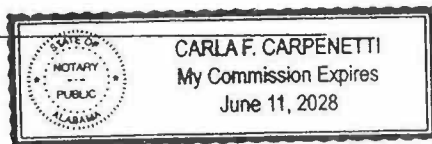
VIS, Inc.
Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

24th DAY OF JUNE, 2026

Carla F. Carpenetti
Notary Public

My Commission Expires:





VIDEO INDUSTRIAL SERVICES

A Carylton Company

June 23, 2026

2026 Pipe Rehabilitation
City of Kennesaw, GA

RE: Project Synopsis

For this project, VIS proposes the following pipe rehabilitation methods based on pipe diameters. CIPP (Cured-In-Place Pipe) will be used for smaller diameters, and CCCP (Centrifugally-Cast-Concrete Pipe) spray in liner will be used for pipes with diameter over 24".

Pipe Segments (18"-24" Diameter)

For pipe segments within this diameter range, we propose for install Cured-In-Place Pipe (CIPP) using the AISC (Air Inversion-Steam Cure) method conforming to ASTM standards. A detailed Performance Work Statement (PWS) and product submittals are attached. Proposed CIPP Liner thickness for each pipe diameter are as follows:

18" Diameter – 13.5 mm/.53"

24" Diameter – 13.5 mm/.53"

Pipe Segments (42"-60" Diameter)

For pipe segments within this diameter range, we propose to install CCCP (Centrifugally-Cast-Concrete Pipe) spray in liner conforming to ACI standards using the Strong-Seal *Storm Seal* fiber-reinforced cementitious rehabilitation system (product submittals are attached).

42" Diameter - .5" thickness (minimum)

48" Diameter - .5" thickness (minimum)

60" Diameter - .5" thickness (minimum)

Sincerely,

Drew Mahan, PE
President

Video Industrial Services, Inc.

2026 Pipe Rehabilitation-City of Kennesaw

Progress Schedule

Task Name	Quantity	Start Date	End Date													
				Aug 2	Aug 8	Aug 15	Aug 23	Aug 30	Sep 6	Sep 13	Sep 20	Sep 27	Oct 4	Oct 11	Oct 18	Oct 25
Mobilization	1	08/03/26	08/04/26	Mobilization												
48" CMP Chastain Place	364	08/05/26	08/20/26	48" CMP Chastain Place												
60" CMP Collier Trace	110	08/24/26	09/04/26	60" CMP Collier Trace												
18" CMP Embenwood Ct	60	09/07/26	09/08/26	18" CMP Embenwood Ct												
42" CMP Baywater Dr	55	09/09/26	09/18/26	42" CMP Baywater Dr												
Travelers Trail	475	09/21/26	10/02/26	Travelers Trail												



City of Kennesaw
2026 Pipe Rehabilitation
Addendum 2
Issued June 18, 2026

Question #1:

- Our contracting partners would like to submit a bid for the Storm Pipe lining project using Thermoform PVC Liner instead of Steam-Cured CIPP. Thermoform liner is a structural, styrene-free PVC liner system meeting ASTM F 1871-24. Unlike CIPP Thermoform is manufactured in a controlled factory environment similar to traditional PVC pipe. We determine our wall thickness using the same ASTM F 1216 design calculation, and it is set during extrusion. Material properties are based on the resin compound, our material properties exceed those of traditional CIPP Liners. Thermoform is a "close-fit" liner, grouting of an annular space is not necessary. Thermoform Liner is available up to 48". For diameters exceeding 48", our partners will utilize other approved lining methods for the 60" pipes. Thermoform Liner has also been listed on the Georgia Department of Transportation APL. (See Attached).

Answer #1:

- As long as the product meets the specs listed in the RFB, it will be acceptable. The contractor for this project will need to submit engineering details/evaluation showing that the product meets the specifications.
-

Question #2:

...North America Procurement Council, Inc. I would like to formally request information on the 2026 Pipe Rehabilitation. We need the following additional details in order to provide potential bidders with sufficient information for them to know if the bid opportunity is relevant to them or not.

- What are the approximate lengths, sizes and types of the pipes to be rehabilitated on the project?
- For the Cured-in-Place Pipe (CIPP) lining, will it be heat-cured or light-cured?
- Will the pipes be cleaned and/or televised before and after rehabilitation?
- What are the lengths and sizes of the pipes to be cleaned and/or televised?
- How much is the estimated cost of the project?
- Do you have any further details you wish to provide?



**2026 PIPE REHABILITATION
Addendum
Issued: June 12, 2026**

Question #1:

- Our contracting partners would like to submit a bid for the Storm Pipe lining project using Thermoform PVC Liner instead of Steam-Cured CIPP. Thermoform liner is a structural, styrene-free PVC liner system meeting ASTM F 1871-24. Unlike CIPP Thermoform is manufactured in a controlled factory environment similar to traditional PVC pipe. We determine our wall thickness using the same ASTM F 1216 design calculation, and it is set during extrusion. Material properties are based on the resin compound, our material properties exceed those of traditional CIPP Liners. Thermoform is a "close-fit" liner, grouting of an annular space is not necessary. Thermoform Liner is available up to 48". For diameters exceeding 48", our partners will utilize other approved lining methods for the 60" pipes. Thermoform Liner has also been listed on the Georgia Department of Transportation APL. (See Attached).

Answer #1:

- As long as the product meets the specs listed in the RFP, it will be acceptable. The contractor for this project will need to submit engineering details/evaluation showing that the product meets the specifications.
-

Question #2:

North America Procurement Council, Inc. I would like to formally request information on the 2026 Pipe Rehabilitation. We need the following additional details in order to provide potential bidders with sufficient information for them to know if the bid opportunity is relevant to them or not.

- What are the approximate lengths, sizes and types of the pipes to be rehabilitated on the project?
- For the Cured-in-Place Pipe (CIPP) lining, will it be heat-cured or light-cured?
- Will the pipes be cleaned and/or televised before and after rehabilitation?
- What are the lengths and sizes of the pipes to be cleaned and/or televised?
- How much is the estimated cost of the project?
- Do you have any further details you wish to provide?

Answer #2:



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: July 27, 2026

TITLE: **Resolution: Selling of City Property**
Consideration for approval of a Resolution authorizing the selling of right-of-way property to Cobb County Department of Transportation.

Summary:

The Cobb County Department of Transportation has approached the City seeking to purchase 0.327 acres of City-owned property for right-of-way purposes. The property has a non-numbered Old Hwy 41 address and parcel number 20020702180. The offer made to purchase is for the amount of \$7,200.00. The property is needed for the construction of the Noonday Creek Pedestrian Bridge project.

This has been reviewed by legal.

Recommendation:

The Public Works Director recommends approving the sell of the property and requests the Mayor and Council approve the Resolution.

Fiscal Impact:

Attachments:

1. RESOLUTION - Selling City Property - Cobb County DOT
2. Cover Letter
3. Summary Statement
4. Option to Purchase
5. ROW Deed

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO ACCEPT OFFER TO SELL RIGHT OF WAY TO COBB COUNTY
DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the Cobb County Department of Transportation is acquiring the needed rights of way to construct a pedestrian bridge over US Hwy 41 as part of the Noonday Creek Trail; and

WHEREAS, the City of Kennesaw owns a parcel that Cobb DOT is seeking to purchase a portion of for the project; and

WHEREAS, an offer of \$7,200.00 to purchase 0.327 acres of parcel number 20020702180 has been made to the City.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to accept the offer as shown in the Attachments.

PASSED AND ADOPTED by the Kennesaw City Council on this 3rd day of August, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor



COBB COUNTY DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway
Marietta, Georgia 30008-4014
(770) 528-1600 • fax: (770) 528-1601

7/09/2026

Mr. Jeff Drobney
City of Kennesaw
2539 J O Stephenson Avenue
Kennesaw, GA 30144

Re: Project: Noonday Creek Trail at SR 3 and at Noonday Creek-Pedestrian Bridge
P.I No.: 0017989
Project No.: TR525
Parcel Number: 3
Parcel ID Number: 20020702180
Property Address: Old 41 Hwy, Kennesaw, GA 30152

Dear Mr. Drobney:

The Cobb County Department of Transportation, on behalf of the Georgia Department of Transportation, is in the process of acquiring property to improve the roadway designated above. In order to make this project possible, 0.327 acres or 14,250.44 square feet of your property in fee simple Right of Way will be needed. This is more particularly shown highlighted on the plat attached to the option with this letter.

After careful consideration, the estimate of value of the property and/or rights to be purchased is **\$7,200.00**. This estimate of value is based upon verified market sales of similar properties provided by a state certified real estate appraiser.

Enclosed for your review are the following documents:

1. Copies of the Right-of-Way plan and data table
2. Summary Statement Basis for Just and Adequate Compensation
3. Option to Purchase Real Estate with Exhibits
4. W-9 Form and Cobb County Vendor Form
5. Right of Way Deed and/or Easement(s)
6. Incidental Payment Form
7. GDOT Brochure and Acknowledgement Form

Cobb County's SPLOST Right of Way Agent, Laura Meier is authorized to represent Cobb County to explain this project and discuss the full effects of the project on your property. Please contact Ms. Meier at (678) 672-7428 or lmeier@croyeng.com with any questions.

Sincerely,

Michael Francis
Transportation Division Manager
MF/BH:nf

Encl. Attachment(s)

Equal Opportunity Employer

Cobb County...Expect the Best!
www.cobbcounty.org

Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: TR525	County: Cobb	Parcel: 3
2. OWNER NAME/MAILING ADDRESS:	City of Kennesaw 2539 J O Stephenson Avenue, Kennesaw, GA 30144	
3. PROPERTY ADDRESS: Old 41 Hwy, Kennesaw, GA 30144		
4. FAIR MARKET VALUE (see attached Market Data Information): \$ 7,200.00		

Right of Way: 14,250.43 SF X \$.50 SF =	\$ 7,125.22
Temporary Easement: SF X \$ ____ SF X 50% =	\$ N/A
Permanent Easement: SF X \$ ____ SF X 50% =	\$ N/A
Estimated Value of Improvement(s): _____	\$ N/A
Cost to Cure:	\$ N/A
Damage to Trade Fixtures:	\$ N/A
Estimated Value of all consequential or severance damages:	\$ N/A
 Estimated Value of REMAINDER:	 \$ N/A

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$ 7,200.00 (Rounded)
Including the Remainder	\$ N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

NAME	KIND OF INTEREST	ESTIMATED VALUE
------	------------------	-----------------

Total Estimated Fair Market Value:	\$7,200.00
------------------------------------	------------

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

(a) Deduct at Closing \$ _____ (Retention Value)

(b) Deduct at Closing \$ _____ (Performance Bond)

Total Withheld at Closing \$ _____

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: _____ PREPARED BY: _____

Staff Negotiator

Market Data Information

Vacant Land Sales

Land Sale No.	Desc./Address/County Parcel No.	Deed Book	Page
Sale No. 1	80 Powers Ferry Road, Marietta, Cobb County	16189	6035
Sale No. 2	2795 Town Center Drive, Kennesaw, Cobb County	16255	2594
Sale No. 3	Chastain Meadows Parkway, Kennesaw, Cobb County	16271	4128

OPTION TO PURCHASE REAL ESTATE

Project: Noonday Creek Trail at SR 3 and at Noonday Creek-Pedestrian Bridge

P. I. Number: 0017989

Parcel # 3

Tax Parcel ID # 20020702180

GEORGIA, Cobb County

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to Cobb County Department of Transportation an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 207 of the 20th District, 2nd Section/GMD of Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$7,200.00 the undersigned agrees to execute and deliver to Cobb County Department of Transportation fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
14,250.438 Square Feet of Right of Way
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Signed, Sealed and Delivered

CITY OF KENNESAW

this _____ day of _____
20 __, in the presence

By: _____

Name: _____

Title: _____

Witness

By: _____

Name: _____

Title: _____

Notary Public

[SEAL]

PARCEL OWNERS		
PARCEL	DRAWING NUMBER	OWNER
1	60-0003, 60-004, 60-0005, 60008, 60-0016	1VT KENNESAW MARKETPLACE 1031 LLC
2	60-0005, 60-0006, 60-0016	JACER MANAGEMENT LLC & K A LLC KA 3 OF FLORIDA LLC
3	60-0006, 60-0007, 60-0016	KENNESAW CITY OF
4	60-0005, 60-0006, 60-0007, 60-0008, 60-0016	MORGAN JEAN MCINTOSH C/O MRS. GILBERT MEREDITH
5	60-0009, 60-0010, 60-0011, 60-0012, 60-0013, 60-0014, 60-0016	H N AND FRANCES BERGER FOUNDATION
6	60-0013, 60-0014, 60-0016	H N AND FRANCES BERGER FOUNDATION



CHECKED		DATE	DRAWING No 60-0002
BACKCHECKED		DATE	
CORRECTED		DATE	
APPROVED		DATE	

PARCEL 1 - IVT KENNESAW MARKETPLACE 1031 LLC - SEE SHEETS 60-0004, 0005, 0006, 0009 DE1001 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE1000	31.75 L	13+53.99	N 1455502	3171 E 2167679.5131	NOONDAY SHARED USE-PATH
	31.71	S52.812°W			
DE1001	36.19 L	14+31.84	N 1455483	1532 E 2167654.2550	NOONDAY SHARED USE-PATH
	78.16	S22.220°W			
DE1002	36.19 L	15+10.00	N 1455410	17971 E 2167624.6982	NOONDAY SHARED USE-PATH
	122.30	S20.299°W			
DE1005	36.50 L	16+35.88	N 1455296	0915 E 2167582.2686	NOONDAY SHARED USE-PATH
	8.34	N17.474°W			
DE2001	31.79 L	16+28.72	N 1455304	0422 E 2167579.7657	NOONDAY SHARED USE-PATH
	18.71	S72.526°W			
DE2002	16.33 L	16+39.56	N 1455298	4241 E 2167561.9191	NOONDAY SHARED USE-PATH
	102.61	N55.814°W			
DE2003	67.20 R	22+18.68	N 1455356	0814 E 2167477.0343	NOONDAY SHARED USE-PATH
	98.08	N7.751°E			
DE2004	104.32 R	15+21.52	N 1455453	2653 E 2167490.2626	NOONDAY SHARED USE-PATH
	118.48	N14.885°E			
DE2005	105.02 R	24+94.82	N 1455567	7695 E 2167520.6975	NOONDAY SHARED USE-PATH
	171.77	S67.602°E			
DE1000	31.75 L	13+53.99	N 1455502	3171 E 2167679.5131	NOONDAY SHARED USE-PATH
REMAINDER = +/- 2.415 ACRES					

PARCEL 2 - JACER MANAGEMENT LLC & K A LLC KA 3 OF FLORIDA LLC - SEE SHEETS 60-0006, 0007 DE1002 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE2003	67.20 R	22+18.68	N 1455356	0814 E 2167477.0343	NOONDAY SHARED USE-PATH
	102.61	S55.814°E			
DE2002	16.33 L	16+39.56	N 1455298	4241 E 2167561.9191	NOONDAY SHARED USE-PATH
	18.71	N72.526°E			
DE2001	31.79 L	16+28.72	N 1455304	0422 E 2167579.7657	NOONDAY SHARED USE-PATH
	8.34	S17.474°E			
DE1005	36.50 L	16+35.88	N 1455296	0915 E 2167582.2686	NOONDAY SHARED USE-PATH
	91.09	S20.124°W			
DE1006	26.09 L	17+29.49	N 1455210	5591 E 2167550.9269	NOONDAY SHARED USE-PATH
	163.52	S9.610°W			
DE1007	68.49 L	18+49.13	N 1455049	3304 E 2167523.6283	NOONDAY SHARED USE-PATH
	112.97	N78.789°W			
DE1050	30.88 L	19+18.72	N 1455071	2950 E 2167412.8146	NOONDAY SHARED USE-PATH
	1.46	N17.707°E			
DE2006	29.43 L	19+18.54	N 1455072	6900 E 2167413.2600	NOONDAY SHARED USE-PATH
	49.65	N12.292°E			
DE2007	20.20 R	19+17.17	N 1455121	2000 E 2167423.8300	NOONDAY SHARED USE-PATH
	35.08	N13.957°E			
DE2008	55.22 R	19+15.18	N 1455155	2400 E 2167432.2900	NOONDAY SHARED USE-PATH
	41.18	N13.196°E			
DE2009	78.12 R	17+65.62	N 1455195	3300 E 2167441.6900	NOONDAY SHARED USE-PATH
	13.48	N15.964°E			
DE2010	77.00 R	17+52.18	N 1455208	2912 E 2167445.3977	NOONDAY SHARED USE-PATH
	53.61	N16.897°E			
DE2011	71.85 R	17+00.29	N 1455259	5900 E 2167460.9800	NOONDAY SHARED USE-PATH
	43.61	N11.556°E			
DE2012	65.01 R	21+92.68	N 1455302	3172 E 2167469.7161	NOONDAY SHARED USE-PATH
	54.26	N7.751°E			
DE2003	67.20 R	22+18.68	N 1455356	0814 E 2167477.0343	NOONDAY SHARED USE-PATH
REMAINDER = +/- 9.624 ACRES					

PARCEL 3 - KENNESAW CITY OF - SEE SHEETS 60-0007, 0008 DE1003 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE1050	30.88 L	19+18.72	N 1455071	2950 E 2167412.8146	NOONDAY SHARED USE-PATH
	105.38	N78.789°W			
DE1008	62.76 L	19+85.48	N 1455091	7845 E 2167309.4432	NOONDAY SHARED USE-PATH
	82.67	N7.573°E			
DE1009	28.36 L	20+29.78	N 1455173	7292 E 2167320.3373	NOONDAY SHARED USE-PATH
	32.41	N19.508°E			
DE1054	26.34 L	20+54.38	N 1455204	2805 E 2167331.1608	NOONDAY SHARED USE-PATH
	4.57	N18.813°E			
DE1051	26.62 L	20+58.93	N 1455208	6031 E 2167332.6334	NOONDAY SHARED USE-PATH
	112.76	S89.842°E			
DE2010	77.00 R	17+52.18	N 1455208	2912 E 2167445.3977	NOONDAY SHARED USE-PATH
	13.48	S15.964°W			
DE2009	78.12 R	17+65.62	N 1455195	3300 E 2167441.6900	NOONDAY SHARED USE-PATH
	41.18	S13.196°W			
DE2008	55.22 R	19+15.18	N 1455155	2400 E 2167432.2900	NOONDAY SHARED USE-PATH
	35.08	S13.957°W			
DE2007	20.20 R	19+17.17	N 1455121	2000 E 2167423.8300	NOONDAY SHARED USE-PATH
	49.65	S12.292°W			
DE2006	29.43 L	19+18.54	N 1455072	6900 E 2167413.2600	NOONDAY SHARED USE-PATH
	1.46	S17.707°W			
DE1050	30.88 L	19+18.72	N 1455071	2950 E 2167412.8146	NOONDAY SHARED USE-PATH
REMAINDER = +/- 1.04 ACRES					

PARCEL 4 - MORGAN JEAN MCINTOSH C/O MRS. GILBERT MEREDITH - SEE SHEETS 60-0006, 0007, 0008, 0009 DE1004 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE2010	77.00 R	17+52.18	N 1455208	2912 E 2167445.3977	NOONDAY SHARED USE-PATH
	112.76	N89.842°W			
DE1051	26.62 L	20+58.93	N 1455208	6031 E 2167332.6334	NOONDAY SHARED USE-PATH
	15.01	N18.813°E			
DE1055	27.53 L	20+73.91	N 1455222	8077 E 2167337.4726	NOONDAY SHARED USE-PATH
	114.16	N22.799°E			
DE1010	26.55 L	21+88.07	N 1455328	0532 E 2167381.7109	NOONDAY SHARED USE-PATH
	34.72	N7.183°W			
DE1011	25.86 L	22+49.63	N 1455362	5016 E 2167377.3695	NOONDAY SHARED USE-PATH
	63.71	N33.913°W			
DE1012	30.03 L	23+05.96	N 1455415	3707 E 2167341.8259	NOONDAY SHARED USE-PATH
	36.82	N1.138°W			
DE1013	26.67 L	23+31.04	N 1455452	1837 E 2167341.0948	NOONDAY SHARED USE-PATH
	5.50	N20.085°E			
DE1014	25.47 L	23+34.79	N 1455457	3492 E 2167342.9836	NOONDAY SHARED USE-PATH
	9.66	N69.914°W			
DE1015	34.98 L	23+35.93	N 1455460	6674 E 2167333.9091	NOONDAY SHARED USE-PATH
	50.00	N20.085°E			
DE1016	33.63 L	23+80.09	N 1455507	6265 E 2167351.0802	NOONDAY SHARED USE-PATH
	8.63	S69.914°E			
DE1017	25.00 L	23+80.09	N 1455504	6644 E 2167359.1806	NOONDAY SHARED USE-PATH
	117.05	N20.084°E			
DE1018	25.00 L	24+97.14	N 1455614	5956 E 2167399.3751	NOONDAY SHARED USE-PATH
ARC LENGTH = 130.05 CHORD BEAR = S68.895°E LNTH CHORD = 130.05 RADIUS = 4794.36 DEGREE = 1.195					
DE2005	105.02 R	24+94.82	N 1455567	7695 E 2167520.6975	NOONDAY SHARED USE-PATH
	118.48	S14.885°W			
DE2004	104.32 R	15+21.52	N 1455453	2653 E 2167490.2626	NOONDAY SHARED USE-PATH
	98.08	S7.751°W			
DE2003	67.20 R	22+18.68	N 1455356	0814 E 2167477.0343	NOONDAY SHARED USE-PATH
	54.26	S7.751°W			
DE2012	65.01 R	21+92.68	N 1455302	3172 E 2167469.7161	NOONDAY SHARED USE-PATH
	43.61	S11.556°W			
DE2011	71.85 R	17+00.29	N 1455259	5900 E 2167460.9800	NOONDAY SHARED USE-PATH
	53.61	S16.897°W			
DE2010	77.00 R	17+52.18	N 1455208	2912 E 2167445.3977	NOONDAY SHARED USE-PATH
REMAINDER = +/- 8.680 ACRES					

PARCEL 5 - H N AND FRANCES BERGER FOUNDATION - SEE SHEETS 60-0010, 0011, 0012, 0013, 0014, 0015 DE1005 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE2013	10.11 R	26+97.44	N 1455790	6541 E 2167501.1430	NOONDAY SHARED USE-PATH
ARC LENGTH = 336.64 CHORD BEAR = N71.306°W LNTH CHORD = 336.59 RADIUS = 5829.58 DEGREE = 0.983					
DE2014	51.46 L	31+88.04	N 1455898	5348 E 2167182.3067	NOONDAY SHARED USE-PATH
	159.92	N72.961°W			
DE1019	96.18 L	32+81.03	N 1455945	3967 E 2167029.4034	NOONDAY SHARED USE-PATH
	190.06	N16.307°E			
DE1020	35.42 L	33+98.76	N 1456127	8111 E 2167082.7692	NOONDAY SHARED USE-PATH
	173.06	N52.644°E			
DE1053	29.73 L	35+60.63	N 1456232	8179 E 2167220.3326	NOONDAY SHARED USE-PATH
	307.60	S80.701°E			
DE2015	142.39 R	38+19.99	N 1456183	1126 E 2167523.8917	NOONDAY SHARED USE-PATH
	193.62	S6.916°E			
DE2016	80.72 R	28+64.67	N 1455990	9012 E 2167547.2074	NOONDAY SHARED USE-PATH
	65.19	S1.767°E			
DE2017	63.81 R	28+17.35	N 1455925	7373 E 2167549.2177	NOONDAY SHARED USE-PATH
	115.91	S19.038°W			
DE2018	12.31 R	27+23.12	N 1455816	1700 E 2167511.4100	NOONDAY SHARED USE-PATH
	3.52	S18.898°W			
DE2019	11.91 R	27+19.99	N 1455812	8400 E 2167510.2700	NOONDAY SHARED USE-PATH
	23.99	S22.362°W			
DE2013	10.11 R	26+97.44	N 1455790	6541 E 2167501.1430	NOONDAY SHARED USE-PATH
REMAINDER = +/- 7.914 ACRES					

PARCEL 6 - H N AND FRANCES BERGER FOUNDATION - SEE SHEETS 60-0014, 0015 DE1006 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE1053	29.73 L	35+60.63	N 1456232	8179 E 2167220.3326	NOONDAY SHARED USE-PATH
	65.28	N52.644°E			
DE1021	32.28 L	36+20.85	N 1456272	4291 E 2167272.2250	NOONDAY SHARED USE-PATH
	203.43	N69.864°E			
DE1022	28.11 L	38+20.67	N 1456342	4586 E 2167463.2193	NOONDAY SHARED USE-PATH
	63.06	N43.650°E			
DE1023	28.62 L	39+11.19	N 1456388	0838 E 2167506.7440	NOONDAY SHARED USE-PATH
	21.06	N17.436°E			
DE1024	28.63 L	39+32.51	N 1456408	1717 E 2167513.0531	NOONDAY SHARED USE-PATH
	11.10	S72.564°E			
DE1025	17.53 L	39+32.51	N 1456404	8470 E 2167523.6385	NOONDAY SHARED USE-PATH
	10.60	S16.661°W			
DE2020	17.39 L	39+21.92	N 1456394	6952 E 2167520.6003	NOONDAY SHARED USE-PATH
ARC LENGTH = 105.96 CHORD BEAR = S5.296°W LNTH CHORD = 105.16 RADIUS = 248.17 DEGREE = 23.087					
DE2021	40.07 R	38+39.50	N 1456289	9851 E 2167510.8937	NOONDAY SHARED USE-PATH
	107.66	S6.934°E			
DE2015	142.39 R	38+19.99	N 1456183	1126 E 2167523.8917	NOONDAY SHARED USE-PATH
	307.60	N80.701°W			
DE1053	29.73 L	35+60.63	N 1456232	8179 E 2167220.3326	NOONDAY SHARED USE-PATH
REMAINDER = +/- 9.302 ACRES					

COBB COUNTY
STATE OF GEORGIA

RS&H

REVISION DATES

RIGHT OF WAY TABLE

NOONDAY CREEK TRAIL AT SR 3 @
NOONDAY CREEK - PEDESTRIAN BRIDGE

DRILLING No
60-0016

COBB COUNTY RIGHT OF WAY DEED

GEORGIA, COBB COUNTY

Project Name: **Noonday Creek Trail at SR 3 and at
Noonday Creek-Pedestrian Bridge**
P.I. No.: **0017989**
Project No.: **TR525**
Parcel No.: **3**
PIN.: **20020702180**

THIS CONVEYANCE made and executed the _____ day of _____, 20_____.

WITNESSETH that the Undersigned, **CITY OF KENNESAW** (hereinafter referred to as "Grantor") is the owner of a tract of land located in Land Lot 207, the 20th District, 2nd Section of Cobb County, Georgia, as identified, through which a Project known as **Noonday Creek Trail at SR 3 and at Noonday Creek-Pedestrian Bridge** has been laid out by Cobb County, as shown on Exhibit "A" and Exhibit "B", attached hereto and made a part hereof by this reference.

NOW, THEREFORE, in consideration of the benefit to Grantor's property and in further consideration of Ten Dollars (\$10.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Cobb County, Georgia and their successors and assigns in office **14,250.438** square feet of Right-of-Way, as shown on the attached plans for the Noonday Creek Trail at SR 3 and at Noonday Creek-Pedestrian Bridge, by RS&H, plans dated 12/09/2025 and on file at the Cobb County Department of Transportation, located at 1890 County Services Parkway, Marietta, Georgia 30008. Said plans labeled Exhibit "A", and further described on Exhibit "B", attached hereto and made a part hereof by reference.

Grantor has the right to sell and convey said land and hereby binds his heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the said premises unto said Cobb County, Georgia, its successors and assigns, against every person whomsoever lawfully claiming or to claim by, through or under Grantor, subject to all matters of record.

TO HAVE AND TO HOLD the said conveyed premises and any rights Grantor has or may have in and to the conveyed premises are hereby conveyed to Cobb County, Georgia, and their successors and assigns in office, in fee simple.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered

this _____ day of _____

20 __, in the presence

Witness

Notary Public
[SEAL]

CITY OF KENNESAW

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SURVEY LOCATION CONTROL						
DELTA*	STATION	OFFSET	NORTING	EASTING	ELEV.	TYPE
1	9+83.68	770.629 RT	1455117.160	2168727.450	1003.74	REBAR W/CAP
2	9+98.79	228.375 RT	1455425.760	2168220.500	988.88	REBAR W/CAP
3	26+06.21	50.922 RT	1455690.960	2167508.140	972.08	REBAR W/CAP
4	33+16.69	391.983 LT	1455946.350	2166714.210	971.49	REBAR W/CAP
5	33+50.64	1248.676 LT	1456211.300	2165855.750	975.87	REBAR W/CAP

PARCEL OWNERS		
PARCEL	DRAWING NUMBER	OWNER
1	60-0003, 60-0004, 60-0005, 60-0008, 60-0016	IVT KENNESAW MARKETPLACE 1031 LLC
2	60-0005, 60-0006, 60-0016	JACER MANAGEMENT LLC & K A LLC KA 3 OF FLORIDA LLC
3	60-0006, 60-0007, 60-0016	KENNESAW CITY OF
4	60-0005, 60-0006, 60-0007, 60-0008, 60-0016	MORGAN JEAN MCINTOSH C/O MRS. GILBERT MEREDITH
5	60-0009, 60-0010, 60-0011, 60-0012, 60-0013, 60-0014, 60-0016	H N AND FRANCES BERGER FOUNDATION
6	60-0013, 60-0014, 60-0016	H N AND FRANCES BERGER FOUNDATION

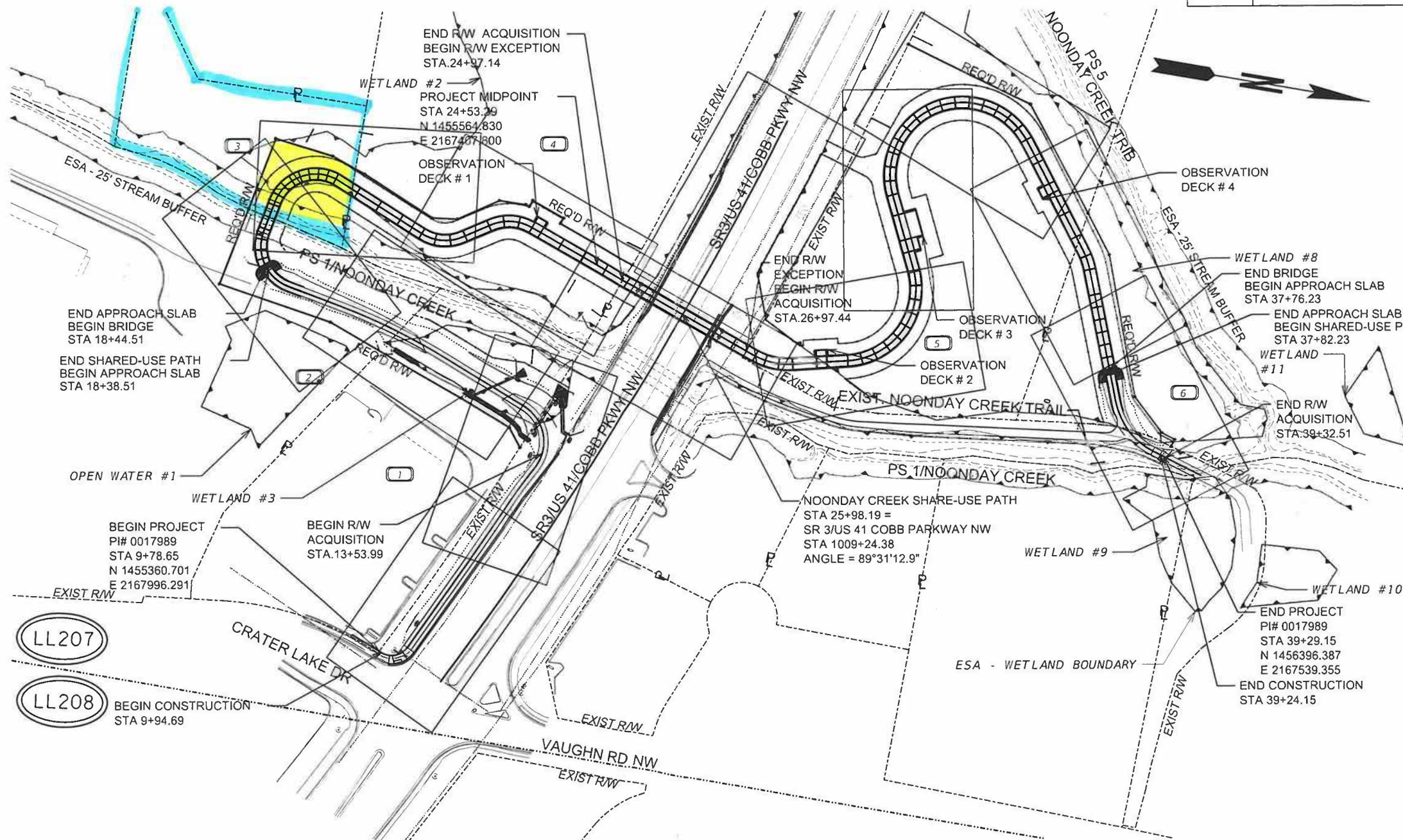


EXHIBIT A

PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA - ENV. SENSITIVE AREA

(SEE ERIT TABLE)

SCALE IN FEET
0 100 200 400

REVISION DATES

CHECKED	DATE
BACKCHECKED	DATE
CORRECTED	DATE
VERIFIED	DATE

RIGHT OF WAY PLAN

NOONDAY CREEK TRAIL AT SR 3 @ NOONDAY CREEK - PEDESTRIAN BRIDGE

DRAWING No.
60-0002

EXHIBIT B

PARCEL 1 - JVT KENNESAW MARKETPLACE 1031 LLC - SEE SHEETS 60-0004, 0005, 0006, 0009 DE1001 REQ'D R/W						PARCEL 3 - KENNESAW CITY OF - SEE SHEETS 60-0007, 0008 DE1003 REQ'D R/W						PARCEL 5 - H N AND FRANCES BERGER FOUNDATION - SEE SHEETS 60-0010, 0011, 0012, 0013, 0014, 0015 DE1005 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE1000	31.75 L	13+53.99	N 1455502.3171	E 2167679.5131	NOONDAY SHARED USE-PATH	DE1050	30.88 L	19+18.72	N 1455071.2950	E 2167412.8146	NOONDAY SHARED USE-PATH	DE2013	10.11 R	26+97.44	N 1455790.6541	E 2167501.1430	NOONDAY SHARED USE-PATH
	31.71	S52.812°W					105.38	N78.789°W									
DE1001	36.19 L	14+31.84	N 1455483.1532	E 2167654.2550	NOONDAY SHARED USE-PATH	DE1008	62.76 L	19+85.48	N 1455091.7845	E 2167309.4432	NOONDAY SHARED USE-PATH	ARC LENGTH = 336.64 CHORD BEAR = N71.306°W LNTH CHORD = 336.59 RADIUS = 5829.58 DEGREE = 0.983					
DE1002	36.19 L	15+10.00	N 1455410.7971	E 2167624.6982	NOONDAY SHARED USE-PATH	DE1009	28.36 L	20+29.78	N 1455173.7292	E 2167320.3373	NOONDAY SHARED USE-PATH	DE2014	51.46 L	31+88.04	N 1455898.5348	E 2167182.3067	NOONDAY SHARED USE-PATH
	122.30	S20.299°W					32.41	N19.508°E					159.92	N72.961°W			
DE1005	36.50 L	16+35.88	N 1455296.0915	E 2167582.2686	NOONDAY SHARED USE-PATH	DE1054	26.34 L	20+54.38	N 1455204.2805	E 2167331.1608	NOONDAY SHARED USE-PATH	DE1019	96.18 L	32+81.03	N 1455945.3967	E 2167029.4034	NOONDAY SHARED USE-PATH
	8.34	N17.474°W					4.57	N18.813°E					190.06	N16.307°E			
DE2001	31.79 L	16+28.72	N 1455304.0422	E 2167579.7657	NOONDAY SHARED USE-PATH	DE1051	26.62 L	20+58.93	N 1455208.6031	E 2167332.6334	NOONDAY SHARED USE-PATH	DE1020	35.42 L	33+98.76	N 1456127.8111	E 2167082.7692	NOONDAY SHARED USE-PATH
	18.71	S72.526°W					112.76	S89.842°E					173.06	N52.644°E			
DE2002	16.33 L	16+39.56	N 1455298.4241	E 2167561.9191	NOONDAY SHARED USE-PATH	DE2010	77.00 R	17+52.18	N 1455208.2912	E 2167445.3977	NOONDAY SHARED USE-PATH	DE1053	29.73 L	35+60.63	N 1456232.8179	E 2167220.3326	NOONDAY SHARED USE-PATH
	102.61	N55.814°W					13.48	S15.964°W					307.60	S80.701°E			
DE2003	67.20 R	22+18.68	N 1455356.0814	E 2167477.0343	NOONDAY SHARED USE-PATH	DE2009	78.12 R	17+65.62	N 1455195.3300	E 2167441.6900	NOONDAY SHARED USE-PATH	DE2015	142.39 R	38+19.99	N 1456183.1126	E 2167523.8917	NOONDAY SHARED USE-PATH
	98.08	N7.751°E					41.18	S13.196°W					193.62	S6.916°E			
DE2004	104.32 R	15+21.52	N 1455453.2653	E 2167490.2626	NOONDAY SHARED USE-PATH	DE2008	55.22 R	19+15.18	N 1455155.2400	E 2167432.2900	NOONDAY SHARED USE-PATH	DE2016	80.72 R	28+64.67	N 1455990.9012	E 2167547.2074	NOONDAY SHARED USE-PATH
	118.48	N14.885°E					35.08	S13.957°W					65.19	S1.767°E			
DE2005	105.02 R	24+94.82	N 1455567.7695	E 2167520.6975	NOONDAY SHARED USE-PATH	DE2007	20.20 R	19+17.17	N 1455121.2000	E 2167423.8300	NOONDAY SHARED USE-PATH	DE2017	63.81 R	28+17.35	N 1455925.7373	E 2167549.2177	NOONDAY SHARED USE-PATH
	171.77	S67.602°E					49.65	S12.292°W					115.91	S19.038°W			
DE1000	31.75 L	13+53.99	N 1455502.3171	E 2167679.5131	NOONDAY SHARED USE-PATH	DE2006	29.43 L	19+18.54	N 1455072.6900	E 2167413.2600	NOONDAY SHARED USE-PATH	DE2018	12.31 R	27+23.12	N 1455816.1700	E 2167511.4100	NOONDAY SHARED USE-PATH
	REOD R/W = 31304.881 SF					DE1050	30.88 L	19+18.72	N 1455071.2950	E 2167412.8146	NOONDAY SHARED USE-PATH		3.52	S18.898°W			
	REOD R/W = 0.719 ACRES						REOD R/W = 14250.438 SF					DE2019	11.91 R	27+19.99	N 1455812.8400	E 2167510.2700	NOONDAY SHARED USE-PATH
REMAINDER	= +/- 2.415 ACRES						REOD R/W = 0.327 ACRES						23.99	S22.362°W			
							REMAINDER = +/- 1.04 ACRES					DE2013	10.11 R	26+97.44	N 1455790.6541	E 2167501.1430	NOONDAY SHARED USE-PATH
													REOD R/W = 159667.877 SF				
													REOD R/W = 3.665 ACRES				
													REMAINDER = +/- 7.914 ACRES				
PARCEL 2 - JACER MANAGEMENT LLC & K A LLC KA 3 OF FLORIDA LLC - SEE SHEETS 60-0006, 0007 DE1002 REQ'D R/W						PARCEL 4 - MORGAN JEAN MCINTOSH C/O MRS. GILBERT MEREDITH - SEE SHEETS 60-0006, 0007, 0008, 0009 DE1004 REQ'D R/W						PARCEL 6 - H N AND FRANCES BERGER FOUNDATION - SEE SHEETS 60-0014, 0015 DE1006 REQ'D R/W					
PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT
DE2003	67.20 R	22+18.68	N 1455356.0814	E 2167477.0343	NOONDAY SHARED USE-PATH	DE2010	77.00 R	17+52.18	N 1455208.2912	E 2167445.3977	NOONDAY SHARED USE-PATH	DE1053	29.73 L	35+60.63	N 1456232.8179	E 2167220.3326	NOONDAY SHARED USE-PATH
	102.61	S55.814°E					112.76	N89.842°W					65.28	N52.644°E			
DE2002	16.33 L	16+39.56	N 1455298.4241	E 2167561.9191	NOONDAY SHARED USE-PATH	DE1051	26.62 L	20+58.93	N 1455208.6031	E 2167332.6334	NOONDAY SHARED USE-PATH	DE1021	32.28 L	36+20.85	N 1456272.4291	E 2167272.2250	NOONDAY SHARED USE-PATH
	18.71	N72.526°E					15.01	N18.813°E					203.43	N69.864°E			
DE2001	31.79 L	16+28.72	N 1455304.0422	E 2167579.7657	NOONDAY SHARED USE-PATH	DE1055	27.53 L	20+73.91	N 1455222.8077	E 2167337.4726	NOONDAY SHARED USE-PATH	DE1022	28.11 L	38+20.67	N 1456342.4586	E 2167463.2193	NOONDAY SHARED USE-PATH
	8.34	S17.474°E					114.16	N22.799°E					63.06	N43.650°E			
DE1005	36.50 L	16+35.88	N 1455296.0915	E 2167582.2686	NOONDAY SHARED USE-PATH	DE1010	26.55 L	21+88.07	N 1455328.0532	E 2167381.7109	NOONDAY SHARED USE-PATH	DE1023	28.62 L	39+11.19	N 1456388.0838	E 2167506.7440	NOONDAY SHARED USE-PATH
	91.09	S20.124°W					34.72	N7.183°W					21.06	N17.436°E			
DE1006	26.09 L	17+29.49	N 1455210.5591	E 2167550.9269	NOONDAY SHARED USE-PATH	DE1011	25.86 L	22+49.63	N 1455362.5016	E 2167377.3695	NOONDAY SHARED USE-PATH	DE1024	28.63 L	39+32.51	N 1456408.1717	E 2167513.0531	NOONDAY SHARED USE-PATH
	163.52	S9.610°W					63.71	N33.913°W					11.10	S72.564°E			
DE1007	68.49 L	18+49.13	N 1455049.3304	E 2167523.6283	NOONDAY SHARED USE-PATH	DE1012	30.03 L	23+05.96	N 1455415.3707	E 2167341.8259	NOONDAY SHARED USE-PATH	DE1025	17.53 L	39+32.51	N 1456404.8470	E 2167523.6385	NOONDAY SHARED USE-PATH
	112.97	N78.789°W					36.82	N1.138°W					10.60	S16.661°W			
DE1050	30.88 L	19+18.72	N 1455071.2950	E 2167412.8146	NOONDAY SHARED USE-PATH	DE1013	26.67 L	23+31.04	N 1455452.1837	E 2167341.0948	NOONDAY SHARED USE-PATH	DE2020	17.39 L	39+21.92	N 1456394.6952	E 2167520.6003	NOONDAY SHARED USE-PATH
	1.46	N17.707°E					5.50	N20.085°E					ARC LENGTH = 105.96				
DE2006	29.43 L	19+18.54	N 1455072.6900	E 2167413.2600	NOONDAY SHARED USE-PATH	DE1014	25.47 L	23+34.79	N 1455457.3492	E 2167342.9836	NOONDAY SHARED USE-PATH		CHORD BEAR = S5.296°W				
	49.65	N12.292°E					9.66	N69.914°W					LNTH CHORD = 105.16				
DE2007	20.20 R	19+17.17	N 1455121.2000	E 2167423.8300	NOONDAY SHARED USE-PATH	DE1015	34.98 L	23+35.93	N 1455460.6674	E 2167333.9091	NOONDAY SHARED USE-PATH		RADIUS = 248.17				
	35.08	N13.957°E					50.00	N20.085°E					DEGREE = 23.087				
DE2008	55.22 R	19+15.18	N 1455155.2400	E 2167432.2900	NOONDAY SHARED USE-PATH	DE1016	33.63 L	23+80.09	N 1455507.6265	E 2167351.0802	NOONDAY SHARED USE-PATH	DE2021	40.07 R	38+39.50	N 1456289.9851	E 2167510.8937	NOONDAY SHARED USE-PATH
	41.18	N13.196°E					8.63	S69.914°E					107.66	S6.934°E			
DE2009	78.12 R	17+65.62	N 1455195.3300	E 2167441.6900	NOONDAY SHARED USE-PATH	DE1017	25.00 L	23+80.09	N 1455504.6644	E 2167359.1806	NOONDAY SHARED USE-PATH	DE2015	142.39 R	38+19.99	N 1456183.1126	E 2167523.8917	NOONDAY SHARED USE-PATH
	13.48	N15.964°E					117.05	N20.084°E					307.60	N80.701°W			
DE2010	77.00 R	17+52.18	N 1455208.2912	E 2167445.3977	NOONDAY SHARED USE-PATH	DE1018	25.00 L	24+97.14	N 1455614.5956	E 2167399.3751	NOONDAY SHARED USE-PATH	DE1053	29.73 L	35+60.63	N 1456232.8179	E 2167220.3326	NOONDAY SHARED USE-PATH
	53.61	N16.897°E					ARC LENGTH = 130.05						REOD R/W = 29553.974 SF				
DE2011	71.85 R	17+00.29	N 1455259.5900	E 2167460.9800	NOONDAY SHARED USE-PATH		CHORD BEAR = S68.895°E						REOD R/W = 0.678 ACRES				
	43.61	N11.556°E					LNTH CHORD = 130.05						REMAINDER = +/- 9.302 ACRES				
DE2012	65.01 R	21+92.68	N 1455302.3172	E 2167469.7161	NOONDAY SHARED USE-PATH		RADIUS = 4794.36										
	54.26	N7.751°E					DEGREE = 1.195										
DE2003	67.20 R	22+18.68	N 1455356.0814	E 2167477.0343	NOONDAY SHARED USE-PATH	DE2005	105.02 R	24+94.82	N 1455567.7695	E 2167520.6975	NOONDAY SHARED USE-PATH						
	REOD R/W = 28866.344 SF						118.48	S14.885°W									
	REOD R/W = 0.663 ACRES						DE2004	104.32 R	15+21.52	N 1455453.2653	E 2167490.2626						
REMAINDER	= +/- 9.624 ACRES						98.08	S7.751°W									
							DE2003	67.20 R	22+18.68	N 1455356.0814	E 2167477.0343						
							54.26	S7.751°W									
							DE2012	65.01 R	21+92.68	N 1455302.3172	E 2167469.7161						
							43.61	S11.556°W									
							DE2011	71.85 R	17+00.29	N 1455259.5900	E 2167460.9800						
							53.61	S16.897°W									
							DE2010	77.00 R	17+52.18	N 1455208.2912	E 2167445.3977						
							REOD R/W = 48046.075 SF										
							REOD R/W = 1.103 ACRES										
							REMAINDER = +/- 8.680 ACRES										



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: July 27, 2026
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: July 27, 2026

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