



CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall
Monday, November 02, 2026 at 6:00 PM

AGENDA

Peyton Jamison, **Mayor**

CITY COUNCIL

DISTRICT 1

Brian Dolan–Post 1
Carol Cookerly–Post 2

DISTRICT 2

Juliette Johnson–Post 1
Doug Hene–Post 2

DISTRICT 3

Jan C. Jacobus–Post 1
Phil Cranmer–Post 2

INVOCATION

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **PLEDGE OF ALLEGIANCE** (*Led by Mayor Peyton Jamison*)
- 4) **APPROVAL OF MEETING AGENDA** (*Add or remove items from the agenda*)
Agenda Item No. 26-334
- 5) **PUBLIC COMMENT** (*General*)
- 6) **CONSENT AGENDA**
 - A. Approval of the October 19, 2026 Regular City Council Meeting Minutes.
Agenda Item No. 26-335
(*Tammy Lowit, City Clerk*)
 - B. Approval of Consent to Assignment of Agreement from ProLogic ITS, to LEHR Upfitters Southeast, LLC.
Agenda Item No. 26-336
(*Jason Griffin, Police Chief*)

- C. Approval of a Parks Maintenance Services Agreement Between the City of Milton and Tri Scapes, LLC for Dedicated Staffing and Maintenance of City Parks, Athletic Facilities, Trails, and Greenspaces.

Agenda Item No. 26-337

(Tom McKlveen, Parks & Recreation Director)

- D. Approval of the Financial Statements & Investment Report for the Period Ending August 31, 2026.

Agenda Item No. 26-338

(Bernadette Harvill, Deputy City Manager)

- E. Approval of Subdivision Plats & Revisions.

Name of Development / Location	Action	Comments /# lots	Total Acres	Density
2395 Bethany Bend LL 893 Dist. 2, Sect. 2	Minor Plat	The purpose of this plat is <u>subdivide</u> the existing parcel consisting of 2.012 acres into two parcels consisting of 1.006 acres each.	2.012 Acres	0.99 Lots/Acre

Agenda Item No. 26-339

(Sara Leaders, Community Development and Public Works Director)

7) REPORTS AND PRESENTATIONS

- A. Proclamation Recognizing November 11 as Veterans Day and Honoring Brave Troops Who Have Selflessly Served Our Nation.

Agenda Item No. 26-340

(Mayor Peyton Jamison)

- B. Proclamation Recognizing November 1, 2026 as Georgia Retired Educators Day.

Agenda Item No. 26-341

(Mayor Peyton Jamison)

- C. Presentation - Update on Hopewell Road Traffic Calming.

Agenda Item No. 26-342

(Sara Leaders, Community Development and Public Works Director)

8) FIRST PRESENTATION

- A. Consideration of an Ordinance **RZ26-05** to Amend Article 2, General Provisions; Article 3, Agricultural Districts; Article 6, Special Purpose Districts; Article 8, Use Provisions; and Article 13, Definitions of the Unified Development Code.

Agenda Item No. 26-343

(Sara Leaders, Community Development and Public Works Director)

- B. Consideration of a Use Permit Request **U26-01** by Ragin & Associates, Juan Ragin, for an Event Facility at 631 North Main Street, Suite 207, Zoned T5 within the Deerfield Form Based Code, Pursuant to Section 8.5.6.B of the Unified Development Code, within an Existing 1,625-Square-Foot Tenant Space for a Maximum of 90 Attendees.

Agenda Item No. 26-344

(Sara Leaders, Community Development and Public Works Director)

9) PUBLIC HEARING

10) ZONING AGENDA

11) UNFINISHED BUSINESS

- A. Consideration of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.

Agenda Item No. 26-326

(Sara Leaders, Community Development and Public Works Director)

- B. Consideration of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.

Agenda Item No. 26-327

(Sara Leaders, Community Development and Public Works Director)

12) NEW BUSINESS

- A. Consideration of a Resolution Adopting the 2027 City of Milton City Council Regular Meeting and Work Session Schedule.

Agenda Item No. 26-345

(Tammy Lowit, City Clerk)

13) MAYOR AND COUNCIL REPORTS

14) STAFF REPORTS

15) EXECUTIVE SESSION *(Land Acquisition, Personnel, Litigation, if needed)*

16) ADJOURNMENT

Agenda Item No. 26-346

Individuals requiring special accommodation to attend any City meeting should contact 678.242.2500.



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular <i>Jason Griffin</i> <small>Jason Griffin (Oct 28, 2026 16:12:11 EDT)</small>
DEPARTMENT:	Police	Jason Griffin, Police Chief
SECTION OF AGENDA:	Consent Agenda	November 2, 2026
AGENDA ITEM TITLE:	Approval of Consent to Assignment of Agreement from ProLogic ITS, to LEHR Upfitters Southeast, LLC	
STATEMENT OF PURPOSE:	The current contractor that provides installation of upfitting equipment on City of Milton government vehicles (ProLogic ITS, LLC) has been acquired by LEHR Upfitters Southeast, LLC. This assignment agreement will allow LEHR Upfitters Southeast, LLC to assume the duties listed in the current agreement with ProLogic ITS, LLC to be relieved of obligations with the previous agreement and have those obligations transferred to LEHR Upfitters Southeast, LLC moving forward.	
FINANCIAL IMPACT:	There is no anticipated financial impact associated with this consent and conditional assignment agreement as LEHR states that it agrees to honor all existing pricing, discounts, rates and terms applicable.	
RECOMMENDED ACTION:	Approval of the consent and conditional assignment agreement with LEHR Upfitters Southeast, LLC	

EXECUTIVE SUMMARY:

The City of Milton is currently under contract with ProLogic ITS, LLC for the upfitting and installation of additional equipment and graphics for the City of Milton fleet. Recently, ProLogic has completed the sale of its Government Fleet Upfitting Division to LEHR. As part of that transaction, LEHR has acquired the assets and operations associated with that business and, subject to Customer's written consent to this assignment, will assume responsibility for the contracts entered into by ProLogic.

PURPOSE/BACKGROUND:

Milton Police Department vehicles and other City of Milton fleet vehicles are purchased from vehicle dealers across the State of Georgia through the state’s contract portal. Once these vehicles are purchased and acquired, they are then upfitted with designated third-party equipment to provide required equipment and markings to meet both City of Milton and State requirements for both emergency and non-emergency operations. This would include but not be limited to: (1) emergency lighting, (2) sirens and loudspeakers, (3) vehicle graphics as well as the necessary equipment to complete various modifications and installations.

STAFF ANALYSIS:

The work proposed is in line with Milton’s commitment to being good stewards of public resources through providing quality, cost effective emergency equipment, while also maintaining the intended aesthetic associated with public safety requirements and the City’s standards for non-emergency vehicles.



FINANCIAL IMPACT:

Per the consent and conditional assignment agreement, there is no anticipated cost associated with the purchase of Prologic ITS by LEHR Upfitters beyond anticipated amounts for services in FY27.

ALTERNATIVES CONSIDERED:

- Option 1: Approve the Consent and Conditional Assignment Agreement with LEHR Upfitters Southeast, LLC.
- Option 2: Decline the agreement and conduct an ITB or RFP process to select a new vendor.

LEGAL AND REGULATORY CONSIDERATIONS:

The contract has been reviewed and approved by legal.

OPERATIONAL IMPACT

There is no anticipated operational impact. The change of ownership will have no effect on pricing of upfitting, location of where upfitting is completed and no additional delay in completion of agreed upon scope of work.

COMMUNITY/STAKEHOLDER IMPACT:

This continued agreement with new ownership will provide a product consistent with the expectations of the MPD, the City of Milton and its residents. It will provide functional safety equipment that allows for a timely and safe response to community needs and calls for service as well as quality graphics that meet the expectations and vision of all stakeholders.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #4: Maintain a secure community in which people can live work and play safely, Goal #1: Deliver effective, efficient emergency and nonemergency services to minimize fatalities, sever injuries and loss.

STAFF RECOMMENDATION:

Approval of the consent and conditional assignment agreement.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 21, 2026 *Bernadette Harvill*
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 28, 2026
Concurrent Review: Steven Krokoff, City Manager *Steven Krokoff*
Steven Krokoff (Oct 29, 2026 07:54:59 EDT)

ATTACHMENTS:

Consent and Conditional Assignment Agreement between City of Milton, GA and LEHR Upfitters Southeast, LLC

CONSENT AND CONDITIONAL ASSIGNMENT AGREEMENT**Date:** 9/18/2026**Customer:** City of Milton, Georgia**Re:** Consent to Assignment of Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC - **#26-PD01 and #26-PD02**

To Whom It May Concern,

This letter serves to request **The City of Milton's** consent to the assignment of the agreement(s), purchase order(s), statement(s) of work, service agreement(s), maintenance agreement(s), warranty obligation(s), and any related rights and obligations (collectively, the "**Agreement**") between **The City of Milton (Customer)** and **ProLogic ITS, LLC ("ProLogic")** to **LEHR Upfitters Southeast, LLC ("LEHR")**.

As you may be aware, ProLogic has completed the sale of its Government Fleet Upfitting Division to LEHR. As part of that transaction, LEHR has acquired the assets and operations associated with that business and, subject to Customer's written consent to this assignment, will assume responsibility for the contracts entered into by ProLogic. LEHR further agrees to honor all existing pricing, discounts, rates, and terms applicable to hardware, services, and warranty coverage under the Agreement until such time as the parties mutually execute a replacement or successor agreement.

Conditional Assignment

Subject to Customer's written consent, ProLogic hereby assigns, transfers, and conveys to LEHR all of ProLogic's rights, title, interests, duties, and obligations under the Agreement, and LEHR hereby accepts such assignment and agrees to perform all obligations arising under the Agreement from and after the Effective Date of the assignment.

This assignment is expressly conditioned upon Customer's written consent. Until such consent is received, ProLogic and LEHR agree that:

1. LEHR may perform services on behalf of ProLogic pursuant to the Agreement as ProLogic's authorized subcontractor or agent.
2. Customer's rights under the Agreement shall not be diminished or adversely affected.
3. Pricing, service levels, warranties, and all other material terms of the Agreement shall remain unchanged unless otherwise agreed to in writing by Customer.

4. Upon Customer's written consent, LEHR shall become the successor service provider under the Agreement and shall assume all future performance obligations under the Agreement from the Effective Date.

No Interruption of Services

The parties acknowledge that this assignment is intended solely to facilitate the continuation of services without interruption. Customer should experience no disruption in service, support, warranty coverage, project execution, or contractual commitments as a result of this assignment.

Release

Effective upon Customer's written consent and the effective date of the assignment, ProLogic shall be released from any future obligations arising under the Agreement after the Effective Date of the assignment, except for obligations that accrued prior to such date or that expressly survive termination or assignment under the Agreement.

No Other Changes

Except as expressly set forth herein, all terms, conditions, pricing, warranties, limitations of liability, and other provisions of the Agreement shall remain in full force and effect.

Effective Date

The effective date of the assignment shall be July 10th, 2026 ("**Effective Date**"), or such other date as mutually agreed in writing by the parties.

CUSTOMER CONSENT

The undersigned, on behalf of **City of Milton (Customer)**, hereby:

- ☐ Consents to the assignment of the Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC.
 - ☐ Acknowledges that LEHR shall assume all future rights and obligations under the Agreement beginning on the Effective Date.
 - ☐ Agrees that all remaining terms and conditions of the Agreement shall remain unchanged unless otherwise amended in writing.
-

PROLOGIC ITS, LLC

By: 

Name: Paul Sprayberry

Title: Managing Partner

Date: 7/28/2026

LEHR UPFITTERS SOUTHEAST, LLC

By: 

Name: Edwin Posadas

Title: Executive V.P. Sales

Date: 7/28/2026

City of Milton, Georgia (Customer)

By: _____

Name: Peyton Jamison

Title: Mayor

Date: _____

[CITY SEAL]

Attest:

Tammy Lowit, City Clerk

Approved as to form:

Signed by:

10/19/2026


City Attorney 8423581F7AE148A... Date



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen, Parks & Recreation Director
SECTION OF AGENDA:	Consent Agenda	November 2, 2026 
AGENDA ITEM TITLE:	Approval of a Parks Maintenance Services Agreement Between the City of Milton and Tri Scapes, LLC for Dedicated Staffing and Maintenance of City Parks, Athletic Facilities, Trails, and Greenspaces.	
STATEMENT OF PURPOSE:	To request approval of an agreement with Tri Scapes, LLC for comprehensive parks maintenance services following completion of the City's competitive Request for Proposals process.	
FINANCIAL IMPACT:	The agreement provides for an annual base price of \$691,000 for parks maintenance services. Funding for the agreement is included in the Parks and Recreation operating budget. The base price includes the required seven-person staffing model, routine labor and supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend coverage, and other operating costs identified in the Scope of Work. Supplemental staffing, supplemental equipment, and approved pass-through materials will be billed separately when authorized by the City.	
RECOMMENDED ACTION:	Approve the Parks Maintenance Services Agreement with Tri Scapes, LLC.	

EXECUTIVE SUMMARY:

The City of Milton utilizes a third-party contractor to provide day-to-day maintenance of the City's parks, athletic facilities, trails, greenspaces, and related recreation properties. The current maintenance agreement is approaching the end of its term, requiring the City to competitively procure a new contract for these services.

Staff issued RFP 26-PR03 for Parks Maintenance Services. The solicitation was structured differently from the City's previous parks maintenance contracts. Rather than relying primarily on a traditional task-based scope of work, the new contract establishes a dedicated staffing and equipment model responsible for maintaining the park system to the standards identified by the City.

The City received four proposals through the RFP process. Proposals were evaluated based on technical approach, staffing, company qualifications and operational capacity, equipment, related experience and references, and cost. Following the initial evaluation, the highest-rated firm was invited to participate in interviews focused on staffing, equipment readiness, and passive park management. Following the evaluation and negotiation process, Tri Scapes, LLC was selected as the recommended vendor.

The final negotiated staffing model includes seven full-time dedicated employees, including supervisory, active park, passive park, and general park maintenance personnel. Weekend staffing and additional operational support are incorporated into the contractor's overall staffing responsibilities separately.



A primary benefit of the new contract structure is greater flexibility in how maintenance resources are deployed throughout the park system. Under a traditional task-based contract, individual services and frequencies are often prescribed in detail, which can limit the contractor's ability to redirect labor when conditions or priorities change. Under the proposed model, the City is securing a dedicated team responsible for meeting established maintenance standards across the entire park system.

This approach allows City staff and the contractor to adjust daily and weekly priorities based on athletic schedules, weather, seasonal maintenance needs, special events, trail and greenspace conditions, and other operational demands without requiring individual changes to the contract each time resources are shifted. It also creates greater accountability for staffing levels and gives the City clearer visibility into the personnel and equipment assigned to its parks.

The scope continues to establish specific service expectations for athletic fields, landscaped parks, trails, passive parks, restrooms, trash and porter services, turf maintenance, vegetation management, and other routine park maintenance activities. The difference is that the contractor will be responsible for deploying the dedicated seven-person team and included equipment in the most effective manner necessary to meet those standards.

The proposed agreement has an initial term of one (1) year and includes up to four (4) automatic one-year renewals, subject to the terms and conditions of the agreement.

PURPOSE/BACKGROUND:

The City has historically contracted with a private firm to provide parks maintenance services. The services include maintenance of active recreation facilities such as Bell Memorial Park and Legacy Park, as well as passive parks, preserves, trails, greenspaces, community facilities, and athletic fields located on City and partner properties.

As part of the new procurement, staff reevaluated the structure of the existing contract and determined that a dedicated staffing model would provide greater operational flexibility and accountability than a contract based primarily on individual maintenance tasks and service frequencies.

RFP 26-PR03 therefore established required staffing, equipment, service standards, response expectations, and maintenance responsibilities while allowing the contractor and City staff greater flexibility in determining how those resources are deployed.

Following receipt and evaluation of four proposals, Tri Scapes, LLC received the highest overall evaluation and was selected as the recommended contractor.

STAFF ANALYSIS:

Tri Scapes demonstrated significant municipal parks maintenance experience, familiarity with the City's park system, qualified supervisory personnel, appropriate equipment resources, and the ability to provide dedicated active and passive park maintenance crews.

Staff believes the dedicated staffing approach will provide several operational advantages compared with the City's previous task-based contract structure, including:

- Greater flexibility to shift priorities between athletic facilities, passive parks, trails, and other properties as conditions require.
- Improved ability to address emerging maintenance needs without requiring additional task-specific pricing.
- Greater accountability for the number of personnel assigned to the City.

- Better coordination between City staff and the contractor’s Working Foreman.
- Greater ability to prioritize work based on weather, athletic schedules, seasonal demands, special events, and field conditions.
- More efficient use of labor and equipment across the park system rather than assigning resources solely according to predetermined maintenance cycles.

The agreement will also include staffing accountability provisions to ensure the contractor maintains the required personnel throughout the contract term.

FINANCIAL IMPACT:

The annual base contract amount is \$691,000. The base contract includes the seven-person staffing model and the labor, supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend staffing, and other routine operating expenses required to perform the Scope of Work. Supplemental personnel, certain supplemental equipment, and approved pass-through materials may be authorized separately by the City when needed.

Funding is available within the FY27 Parks and Recreation operating budget. The agreement includes an initial one-year term with up to four automatic one-year renewals.

ALTERNATIVES CONSIDERED:

The City could reject the recommended agreement and pursue another procurement or alternative maintenance delivery model. Staff does not recommend this option because the competitive RFP process has been completed and Tri Scapes, LLC was determined to provide the most advantageous overall proposal following technical evaluation, interviews, and negotiations.

The City could also continue utilizing a traditional task-based maintenance model. Staff believes the dedicated staffing approach provides greater operational flexibility, accountability, and responsiveness to the changing needs of the park system.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement will be subject to final review and approval by the City Attorney and will incorporate the requirements of RFP 26-PR03, applicable addenda, negotiated terms, insurance requirements, and other standard City contractual provisions.

OPERATIONAL IMPACT

The agreement will provide the Parks and Recreation Department with a dedicated seven-person maintenance team responsible for routine maintenance of the City’s parks, athletic facilities, trails, greenspaces, and related properties. The staffing-based model is expected to improve the Department’s ability to coordinate maintenance priorities and respond to changing conditions throughout the year. City staff will continue to provide contract oversight, establish priorities, monitor performance, and coordinate directly with the contractor’s supervisory personnel.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed agreement supports continued maintenance of the City’s park system and recreation facilities used by residents, athletic associations, program participants, renters, and visitors. The dedicated staffing model is

intended to provide much improved and consistent maintenance while allowing resources to be directed to the areas of greatest need throughout the year.

STRATEGIC ALIGNMENT:

Supports the City’s commitment to maintaining high-quality parks, recreation facilities, trails, greenspaces, and public spaces while utilizing City resources efficiently and effectively.

STAFF RECOMMENDATION:

Staff recommends approval of the Parks Maintenance Services Agreement with Tri Scares, LLC

REVIEWS & APPROVALS:

Financial Review:	Bernadette Harvill, Deputy City Manager – September 29, 2026	<i>Bernadette Harvill</i>
Legal Review:	Jennifer McCall, Jarrard & Davis, LLP – September 14, 2026	
Concurrent Review:	Steven Krokoff, City Manager	 <small>Steven Krokoff (Oct 13, 2026 07:46:28 EDT)</small>

ATTACHMENTS:

Parks Maintenance Services Agreement



**STANDARD CONTRACT
PARKS MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the "City"), and **TRI SCAPES, LLC**, a Georgia limited liability company located at 1200 Bluegrass Lakes Parkway, Alpharetta, GA 30004, (herein after referred to as the "Contractor"), the City and Contractor may be collectively referred to herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide Parks Maintenance Services for the City's parks; and

WHEREAS, Contractor desires to perform the services as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – City Solicitation Documents

Exhibit "B" – Contractor's Bid Response

Exhibit "C" –Reserved

Exhibit "D" – Contractor Affidavit

Exhibit "E" – Subcontractor Affidavit
Exhibit "F" – Key Personnel

B. Project Description. Contractor is to provide Parks Maintenance Services through a dedicated staffing, crew, and equipment model. Contractor shall provide qualified personnel, supervision, vehicles, on-site equipment, tools, materials, communication, and routine support necessary to maintain the City's active parks, athletic fields, passive parks, trails, greenspaces, and related outdoor recreation areas, whether currently owned or acquired in the future. The services include, but are not limited to repairs, general upkeep, grading, trail repairs, drainage cleanup, gravel touch-up, storm debris cleanup, minor fence repair and gate adjustments, sign adjustments, playground surface leveling, field repairs, erosion correction, pressure washing, landscape repairs, pruning and felling of trees and bushes and other City-directed maintenance needs within the park system ("Basic Work") described in the Scope of Work attached hereto as **Exhibit "A"**, as well as any additional work requested by the City that is generally associated with the Scope of Work but not specifically required in the Scope ("Supplemental Services Work"). Unless otherwise stated in **Exhibit "A"** or in an applicable Work Order, the Basic Work and any Supplemental Services Work (together, the "Work"), include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work or a Work order, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

C. Timing and Term of Agreement. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Additional requirements relating to the prioritization of tasks and the timing requirements for each priority level are found in **Exhibit "A"**.

The term of this Agreement shall commence on October 1, 2026 ("Effective Date") and, absent termination as set forth in Section VII herein or as described in this paragraph, shall terminate on September 30, 2031, ("Term"). As the Term of this Agreement is for more than one fiscal year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on the final day of the first fiscal year of the Term, September 30, 2027, and shall automatically terminate on each September 30 of the following fiscal years during the Term, and further, that this Agreement shall automatically renew on the first day of the second fiscal year of the Term, October 1, 2027, and shall automatically renew on each October 1 of the following fiscal years during the Term, at the prices applicable to each fiscal year during the Term as specified in **Exhibit "B"** attached hereto, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of any of the fiscal years during the Term. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

II. WORK ORDERS

A. **Work Order Defined.** The City may request Contractor to perform specific Basic Work and/or Supplemental Services Work through Work Orders. All Work Orders shall be in writing and issued by the City's Representative (as defined herein) or his or her delegate and accepted in writing by the Contractor's Representative (as defined herein) or his or her delegate. Each Work Order shall identify the priority, location and nature of the requested Work.

B. **Basic Work Orders.** Items of Basic Work in need of attention may be identified by the City on an as-needed basis, through Basic Work Orders. Contractor shall suggest Basic Work Orders to the City when it observes any facility, trail or park condition in need of maintenance.

C. **Supplemental Work Orders.** The City may issue Work Orders requesting Work not covered by the Project Scope of Work and therefore not part of the Basic Work. Such Work is considered "Supplemental Services" and subject to additional compensation to be negotiated in each Supplemental Services Work Order. Each Supplemental Services Work Order shall specify the unit prices and not-to-exceed price cap (or else a lump sum price) of the Supplemental Work, including associated costs. A revised estimate must be approved in writing by the City's Representative before Contractor may exceed any specified price for the Supplemental Work. The City shall follow its procurement policy in processing Supplemental Services Work Orders.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** The amount paid to Contractor during the Term shall be the lump sum Basic Work price for the Term as specified in **Exhibit "B"**, plus the sum of any excess labor and equipment hours (at the per-unit prices set forth in **Exhibit "B"**) required to complete Emergency Work that are separately compensable as specified in the Scope of Work, plus the compensation due for performing approved Supplemental Services Work Orders. The lump sum Basic Work payment shall be invoiced and paid in equal monthly installments over the course of the Term. Compensation for compensable Emergency Services work and Supplemental Work performed and, if applicable, reimbursement for costs incurred, shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices for Work shall be submitted on a monthly basis. Any material deviations in Work performed compared to Work ordered shall be clearly communicated to City before charges are incurred and necessary changes shall be handled through Work Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

Required Staffing Levels: Contractor acknowledges that the required staffing levels identified in this Agreement are a material component of the Base Annual Price and are necessary for the Contractor to perform the required Scope of Work. Contractor shall maintain the required number and classifications of personnel throughout the Term. Vacation, turnover, or other employee absences shall not relieve the Contractor of this

requirement, and Contractor shall provide qualified replacement personnel as necessary.

Staffing Deficiency Credit: If the Contractor fails to provide the required staffing level, the City shall be entitled to a reduction in the monthly invoice for each day a required position remains unfilled or uncovered. The reduction shall equal one hundred twenty-five percent (125%) of the prorated daily fully burdened rate for the applicable position, calculated using the annual employee rate provided in the Contractor's Cost Proposal.

For purposes of this calculation, the daily rate shall be the applicable annual employee rate divided by 260 workdays. A staffing deficiency shall not be assessed when an absent employee is replaced by a qualified individual performing the duties of that position.

The parties acknowledge that understaffing results in reduced maintenance capacity, delayed work, increased oversight by City staff, and other impacts that are difficult to precisely quantify. The additional twenty-five percent (25%) is intended as a reasonable estimate of those impacts and not as a penalty.

Staffing deficiencies continuing for more than ten (10) business days, recurring staffing deficiencies, or failure to maintain the required Working Foreman or Crew Lead positions may also constitute grounds for Probation, corrective action, or termination for cause. These remedies are in addition to, and do not replace, any other rights available to the City under this Agreement.

B. Maximum Payment Amount. The maximum amount that will be paid to Contractor for Work performed and reimbursement for costs incurred for "Basic Work" during Year 1 of the Term shall not exceed **SIX HUNDRED NINETY-ONE THOUSAND and 00/100 DOLLARS** (\$691,000.00) ("Year 1 Maximum Basic Work Amount"). An annual amount of \$80,000.00 is allowed for Supplemental Work Orders issued outside of "Basic Work". Beginning in Year 2 of the Term and on each annual anniversary thereafter, the annual compensation for Basic Work shall be adjusted by an annual escalator based on the Consumer Price Index (CPI), using the percentage increase in the CPI over the preceding 12 month period. Other than increases applied pursuant to the annual CPI adjustments, the maximum pay amount may be modified only by a written amendment (i.e., Change Order) to this Agreement. The City Manager has authority to execute, without further action of the Milton City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Payment Amount, as set forth in this paragraph. Any such Change Orders materially altering the terms of this Agreement must be approved by resolution of the Milton City Council. Except for newly constructed or newly acquired properties, no Change Order shall alter the Maximum Payment Amount more than ten percent (10%).

Contractor may procure third-party goods and services necessary to perform the services under the terms of this Agreement. Such costs shall be reimbursed at Contractor's actual cost plus an administrative fee not to exceed ten percent (10%), provided that: (a) all pass-through costs are pre-approved in writing by the City; (b) such costs are separately itemized on invoices; and (c) Contractor provides supporting documentation upon

request.

IV. PERFORMANCE REVIEW

A. **Performance Monitoring.** City may inspect the timeliness and quality of Contractor's Work at any time. If City notifies Contractor of any improperly-performed Work or late performance of Work, Contractor shall correct the deficiencies at no additional cost to the City.

B. **Performance Review Meetings; Probation.** Representatives for City and Contractor shall meet monthly to review Work performance, at no additional cost to City. In the event of a serious or repetitive deficiency, the City may inform Contractor that it is on Probation status; while on such status, City and Contractor shall meet every month to review performance, at no additional cost to City. Contractor shall remain on Probation status until two successive months of acceptable performance have elapsed.

D. **Replacement of Unsatisfactory Workers.** Contractor shall promptly remove and permanently replace any employee or subcontractor declared by the City to be unsuitable to provide Work under this Agreement, including for reasons of chronic tardiness or absenteeism, improper job attire, unprofessional attitude or behavior, or demonstrated inability or unwillingness to properly perform Work. The City will have absolute discretion in making this determination, provided it does not act in bad faith. Contractor's failure to comply with this provision shall constitute a material breach of this Agreement.

V. COVENANTS OF CONTRACTOR

A. **Expertise of Contractor; Licenses, Certification and Permits.** Contractor accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Work, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor, including as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City.

B. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to City.

C. City's Reliance on the Work. Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be performed under this Agreement.

D. Contractor's Reliance on Submissions by City. Contractor must have timely information and input from City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by City, but Contractor shall provide immediate written notice to City if Contractor knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative. Andrew Nickell **[INSERT NAME]** shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this

indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.
 - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
 - (e) Commercial Umbrella Liability Coverage: \$N/A
(_____)per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

- (a) General Liability, Automobile Liability and (if applicable), Umbrella Liability Coverage.
- (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (ii) Primary Insurance Requirement. Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
 - (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
 - (vii) Incorporation of Indemnification Obligations. Policies

shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section V(G) of this Agreement.

- (b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (c) All Coverages.
 - (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
 - (iii) If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of

business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

- (7) Contractor's Duty to Provide Notice of Reduction in Coverage: Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Contractor shall require the same notice to the City in all subcontractor contracts.
- (8) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (9) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (10) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Workers' Compensation policy.
- (11) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Reserved

K. Non-Collusion Affidavit. Contractor's officers, partners or employees responsible for bidding for the Work (as may be required to comply with O.C.G.A. § 32-4-122 and § 36-91-21(e)) shall complete and return to City the Non-Collusion Affidavit attached hereto as "Exhibit G."

L. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or
- (3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor's state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City, or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Contractor's and Contractor's subcontractors' verification process at any time to

determine that the verification was correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by City thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor.

- ☐ 500 or more employees.
- ☒ 100 or more employees.
- ☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

M. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings

shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

N. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify City. If City determines that a conflict of interest exists, City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more

than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

O. Confidentiality. Contractor acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Key Personnel. All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **Exhibit "F"**, without written approval of City. Contractor recognizes that the composition of this team was instrumental in City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Q. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

R. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

S. **Nondiscrimination.** During the performance of this Agreement, the Contractor agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the City, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with

such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, City shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the City or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

VI. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representatives. Tom McKlveen, Parks and Recreation Director, shall be authorized to act on City's behalf with respect to the Work as City's designated representatives on this Agreement; provided that delivery of official notice to the City must be made in writing as provided in Section VIII.F below.

VII. TERMINATION

A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. **For Cause.** Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. **Payment Upon Termination.** Upon termination, City shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Basic Work, as determined at the time of termination, not otherwise covered by the remaining unpaid annual Project Price as set forth in **Exhibit "C"**.

D. **Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VII(A) above.

E. **Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

F. **Reservation of Rights and Remedies.** The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VIII. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including any exhibits hereto,

constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only in a written document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work (including Work Orders) shall be exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date

when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONTRACTOR shall be sent to:

Tri Scapes, LLC
Attn: Quinn Martin, CEO
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this

Agreement. Likewise, Contractor's performance of services under this Agreement not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

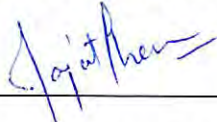
M. Force Majeure. Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR: TRI SCAPES, LLC

Signature: 

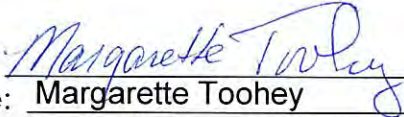
Print Name: Rajat Sharma, CFO

Title: Member/Manager (Limited Liability Company)

[CORPORATE SEAL]



Attest/Witness:

Signature: 
Print Name: Margarette Toohey
Title: Business Analyst

CITY OF MITON, GEORGIA

CITY: CITY OF MILTON, GEORGIA

By: Steven Krokoff, City Manager

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Tammy Lowit, City Clerk

Approved as to form:

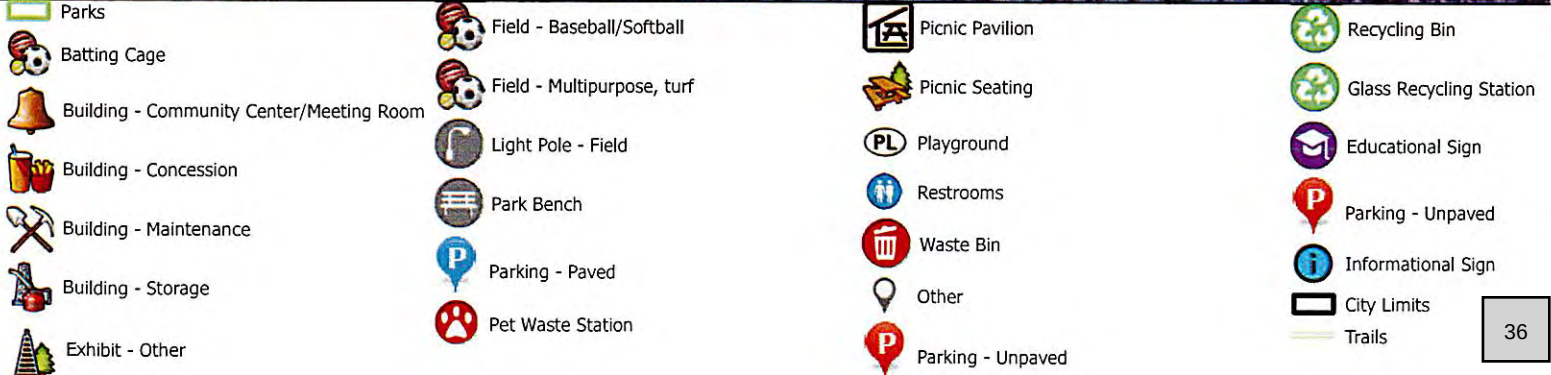
Signed by:  9/28/2026
City Attorney _____ Date

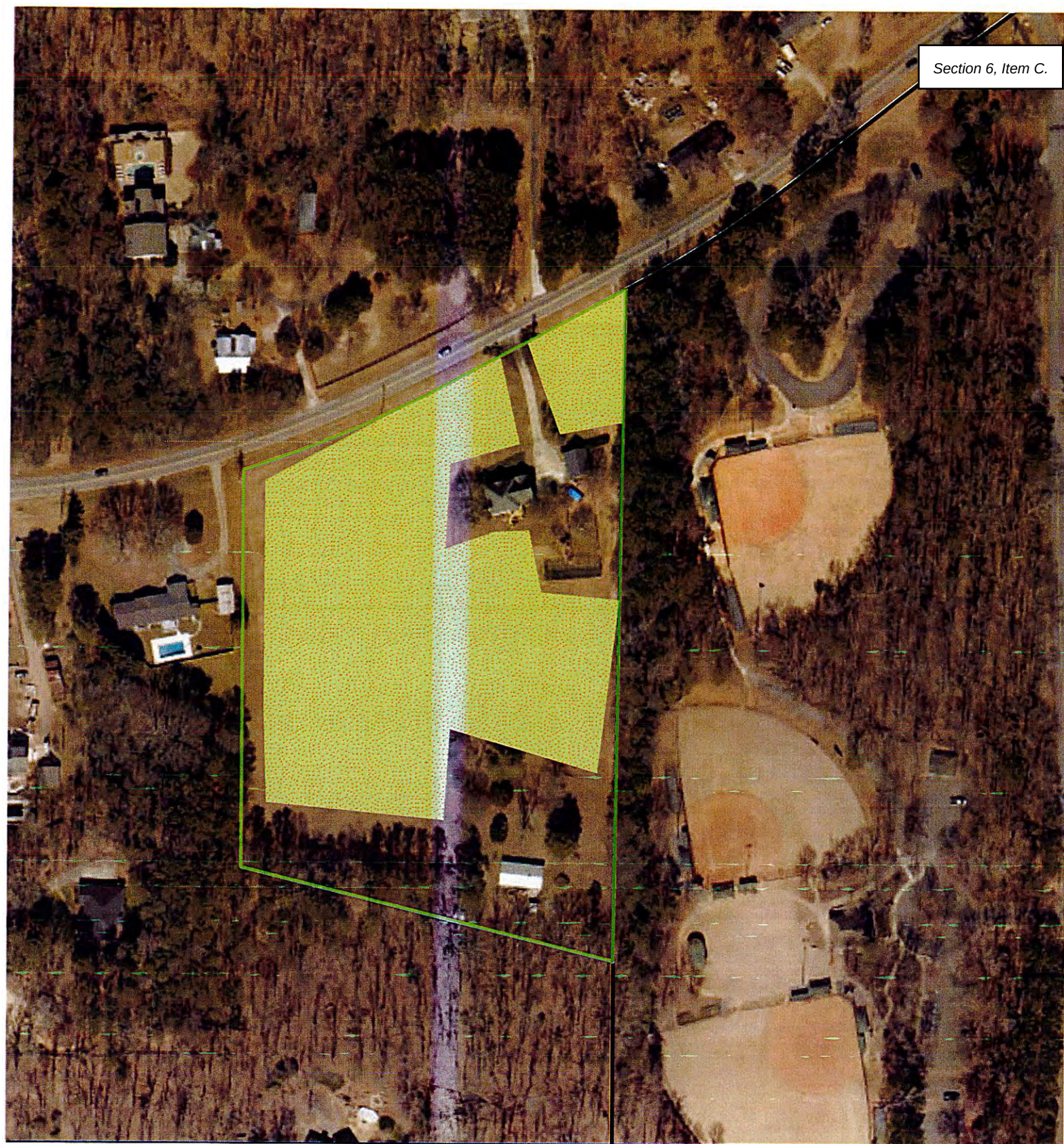
APPENDIX A

Bell Memorial Park

15245 Bell Park Drive
Property Acreage

Section 6, Item C.





Bethany Bend Property

2485 Bethany Bend

Meadow Acreage: 4
Property Acreage: 6.7

-  Parks
-  Meadows
-  City Limits

Bethwell Community Center

2595 Hopewell Road
Property Acres

Section 6, Item C.



- Parks
- Building - Community Center/Meeting Room
- Grill
- Park Bench
- Picnic Seating
- Playground
- Waste Bin
- Educational Sign
- Parking - Unpaved
- Informational Sign
- City Limits

Birmingham Park

750 Hickory Flat
Property Acreage

Section 6, Item C.



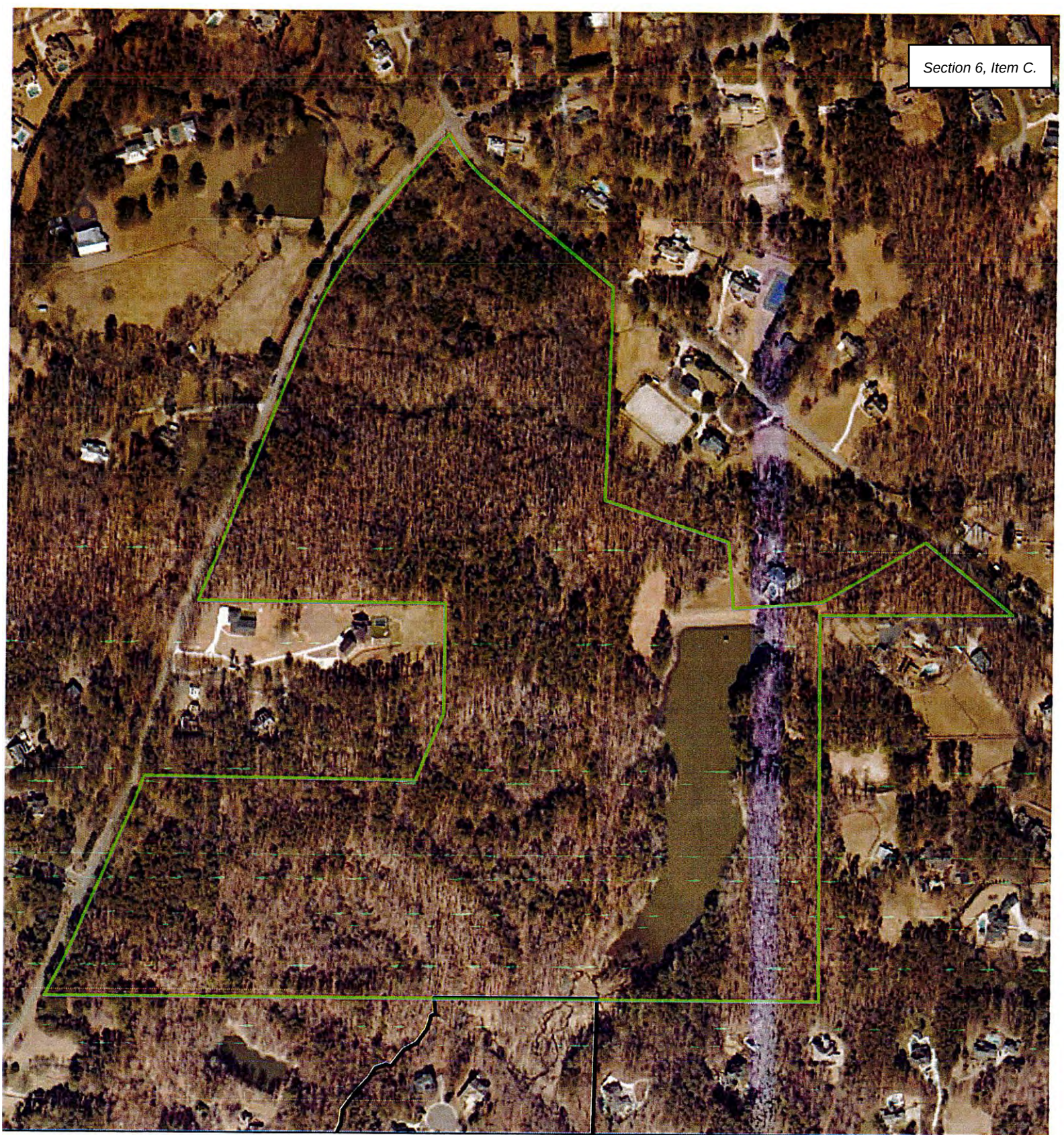
- | | | |
|-------------------|-------------------|--------------------------|
| Parks | Waste Bin | Trail Signage |
| Park Bench | Other | Detention/Retention Pond |
| Pet Waste Station | Parking - Unpaved | Meadows |
| Picnic Seating | Educational Sign | City Limits |
| | | Trails |

Broadwell Pavilion

12615 Broadwell Road
Property Acres Section 6, Item C.



- | | | | |
|--------------------|-----------------|---------------------|----------------|
| Parks | Picnic Pavilion | Waste Bin | First Aid Kit |
| Building - Storage | Picnic Seating | Parking - Unpaved | Water Fountain |
| Park Bench | Playground | Little Free Library | City Limits |
| Pet Waste Station | Restrooms | | |



Cooper Sandy

13555 Bethany Road

-  Parks
-  City Limits

Property Acreage: 104.8

Freedom Park

13000 Deerfield Parkway
Property Acres

Section 6, Item C.



- | | |
|--------------------|------------------------------|
| Parks | Waste Bin |
| Exhibit - Memorial | Little Free Library |
| Park Bench | Exercise Equipment - Outdoor |
| Pet Waste Station | Informational Sign |
| Picnic Seating | City Limits |



Freemanville-Birmingham

15660 Freemanville Road

Property Acreage: 21

-  Parks
-  Pet Waste Station
-  Parking - Unpaved
-  AddressPoints
-  Parcels
-  City Limits

Friendship Park

12785 Birmingham Highway
Property Acres

Section 6, Item C.



- | | | |
|-----------------------------|---------------------|-----------------------------------|
| Parks | Pet Waste Station | Irrigation Component - Controller |
| Basketball Court - Outdoor | Picnic Pavilion | Water Fountain |
| Field - Multipurpose, grass | Waste Bin | Exercise Equipment - Outdoor |
| Park Bench | Little Free Library | City Limits |
| Parking - Paved | | |



Hamby Road Property

Property Acreage: 28

-  Parks
-  Meadows
-  City Limits

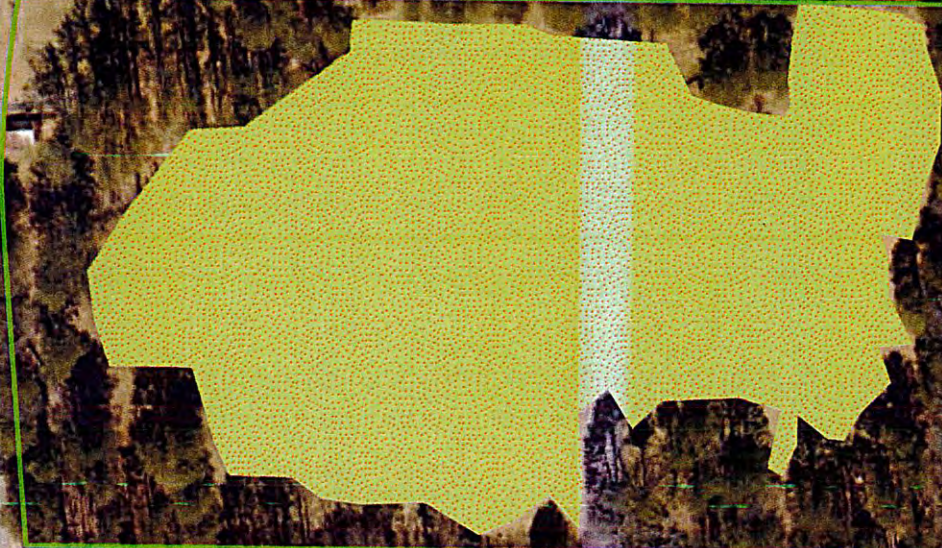


Hopewell Properties

13480 13580 Hopewell Road

Meadow Acreage: 9.3
Property Acreage: 39

-  Parks
-  Trail Mile Marker
-  Meadows
-  City Limits



Kennedy Property
14620 Freemanville Road

-  Parks
-  Meadows
-  City Limits

Meadow Acreage: 7.2
Property Acreage: 12

Lakhapani Preserve

990 Lackey Road
Property Acreage

Section 6, Item C.



- | | | |
|--------------------|-------------------|---------------|
| Fencing | Park Bench | Trail Signage |
| Parks | Waste Bin | City Limits |
| Building - Other | Parking - Unpaved | Trails |
| Building - Storage | | |

Legacy Park

170 Cox Road
Property Acres

Section 6, Item C.



- | | | |
|-----------------------------|--------------------|------------------------------|
| Parks | Light Pole - Field | First Aid Kit |
| Building - Maintenance | Restrooms | Irrigation Component - Other |
| Building - Other | Waste Bin | Water Fountain |
| Field - Multipurpose, grass | Other | Informational Sign |
| Field - Multipurpose, turf | Parking - Unpaved | City Limits |

Mayfield Park

1000 Mayfield Road
Property Acres
Section 6, Item C.



- | | | |
|-------------------|---------------------|--------------------------|
| Parks | Waste Bin | Fishing Pier |
| Park Bench | Other | Detention/Retention Pond |
| Pet Waste Station | Little Free Library | City Limits |
| Picnic Pavilion | | |



- Parks
- Meadows
- City Limits
- Trails



- Fencing
- ▭ Parks
- ⊞ Park Bench
- ⊞ Pet Waste Station
- ⊞ Fishing Pier
- ▨ Meadows
- ▭ City Limits

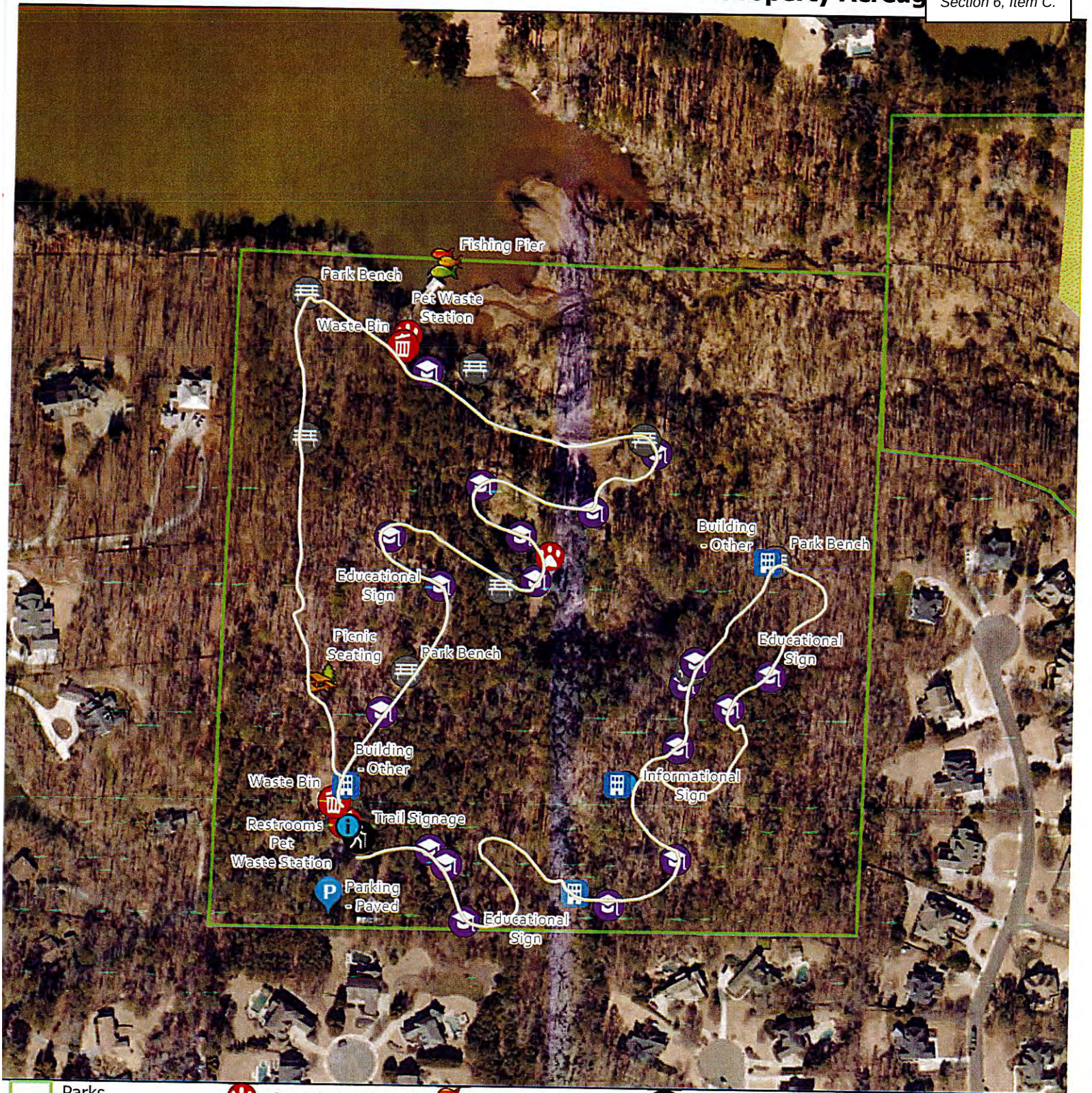


- | | | |
|----------------------------|-------------------------|------------------|
| Fencing | Pet Waste Station | Educational Sign |
| Parks | Picnic Seating | AED |
| Basketball Court - Outdoor | Swimming Pool - Outdoor | Flags |
| Building - Storage | Tennis Court | Meadows |
| Parking - Paved | Waste Bin | City Limits |
| | | Trails |

Providence Park

13440 Providence Park Drive
Property Acreage

Section 6, Item C.



- | | | | |
|------------------|-------------------|--------------------|---------------|
| Parks | Pet Waste Station | Fishing Pier | Trail Signage |
| Building - Other | Picnic Seating | Educational Sign | Meadows |
| Park Bench | Restrooms | Informational Sign | City Limits |
| Parking - Paved | Waste Bin | Trails | |

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 26-PR03**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1 RFP 26-PR03

Questions and **Answers**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

1. What is the frequency the trash cans and pet stations need to be serviced. Does this also include the recycling cans at Bell Memorial Park ~
 - a. **Bell Memorial Park, Legacy Park and Milton City Park & Preserve Active are daily trash checks. All other parks and facilities are 3x per week (Monday, Wednesday, Friday).**
2. Can a prime contractor satisfy the required staffing and equipment model through a named subcontractor or teaming partner, provided the prime remains responsible for performance? ~
 - a. **Yes. This must be clearly detailed in the bid submission.**
3. Are subcontractor municipal references acceptable to support the experience requirement, or must the prime contractor itself hold the three similar municipal park maintenance references? ~
 - a. **Prime contractor references are preferred.**
4. Is a pesticide/herbicide applicator license required for the chemical, fertilizer, pre-emergent, post-emergent, insect control, fungicide, lime, and fire ant treatment work? ~
 - a. **Yes. The contractor or subcontractor must hold the applicable Georgia pesticide contractor and commercial applicator licenses for all pesticide applications, including pre-emergent and post-emergent herbicides, insecticides, fungicides, and fire ant treatments. Fertilizer and lime applications alone do not require a pesticide applicator license unless the product contains a pesticide.**
5. Is contract performance security required after award? ~
 - a. **No. Contract performance security or performance bonds are not required under this solicitation.**
 - (b) If yes, what type and amount? Are restroom supplies included in the base annual price, or will they be provided by the City? ~
 - a. **Restroom supplies will not be included in the base annual price and will be paid for by the City. Some of those supplies may be in form of a pass-through.**

6. Please confirm that chemical/fertilizer/pre-emergent material costs are included in the base annual price, while mulch, sod, infield mix, trail aggregate, restroom supplies, and repair materials are pass-through unless otherwise stated. ~
 - a. That is correct.
7. Will the City provide historical annual quantities or spend for pass-through materials such as mulch, pine straw, sod, infield mix, trail aggregate, and playground mulch?
 - a. These are annual estimates:

Mulch -	220 cubic yards of colored mulch
Pine Straw -	2,250 bales of long-needle per year
Sod -	3,000 square feet
Infield Mix -	Average around 10 loads of infield mix
EWf Playground Mulch -	Approximately 55 cubic yards per year
8. Can the City provide estimated weekly or seasonal weekend staffing hours for active athletic seasons, tournaments, and City-sponsored events? ~
 - a. During active athletic seasons, Offerors should assume Saturday coverage will typically consist of 2-3 staff for approximately 10 hours (depending on scheduled activities). Sunday coverage should typically consist of 1-2 staff for approximately 6-8 hours, depending on scheduled activities. Outside of active athletic seasons, weekend coverage is generally limited to one staff performing porter service, restroom cleaning, and routine park inspections.
9. Are City-owned artificial turf grooming/sweeping assets available to the contractor for routine field maintenance? ~
 - a. Yes.
10. Is a City of Milton business license required before proposal submission, or only before commencement of work after award? ~
 - a. Milton business license is required only if the business is located in the city of Milton. Otherwise, the business must have a business license from the jurisdiction in which it's located.
11. For the required large equipment "available within five days," may the contractor satisfy this requirement through rental agreements or third-party equipment providers? ~
 - a. Yes
12. Are after-hours emergency response services included in the annual base price, or billed only when requested under the supplemental rates? ~
 - a. Billed only when requested under the supplemental rates.
13. Will the City provide current park maintenance schedules, athletic field usage calendars, tournament schedules, and restroom/trash service volumes? ~
 - a. The City is unable to provide current park maintenance schedules or restroom/trash service volumes. During active athletic seasons, athletic fields are typically utilized Monday through Thursday from approximately 5:00 p.m. to 9:00 p.m., with most fields scheduled during those periods. Friday evenings are generally lighter, with activities typically occurring from 5:00 p.m. to 8:00

p.m. and not all fields in use. Saturdays are the busiest day, with programming typically occurring from 9:00 a.m. to 7:00 p.m., although activities may begin earlier or extend later depending on the schedule. Sundays are generally lighter, with programming typically occurring from 12:00 p.m. to 6:00 p.m. During non-active athletic seasons, fields are utilized on a more limited basis for rentals, camps, practices, and other activities. These timeframes are provided for planning purposes only and may vary throughout the year.

There are typically two to four tournaments each year that require contractor staffing. Of these, approximately one to two require porter services only, while one to two require both porter services and athletic field preparation. Tournament frequency could increase or decrease from year to year.

14. Does the required staffing model of eight (8) full-time positions include all weekend coverage requirements, or does the City anticipate additional personnel beyond the eight dedicated positions to satisfy the required Saturday and Sunday staffing during active athletic seasons? ~
 - a. The eight (8) full-time positions are intended to provide the base weekday staffing for the contract. During active athletic seasons, the City expects that one (1) full-time employee (one of the 8) will serve as the weekend lead each day, with the remaining weekend staffing supplemented by part-time or other personnel as determined by the Contractor. Weekend coverage shall be included in the Contractor's base annual price.
15. For pricing purposes, should Offerors assume each of the eight (8) required full-time positions is staffed on a standard 2,080-hour annual basis. ~
 - a. Yes. For pricing purposes, Offerors should assume each of the eight (8) required full-time positions is based on a standard full-time schedule of approximately 2,080 hours annually. The Contractor shall be responsible for managing staffing schedules to meet all service requirements outlined in the RFP.
16. Should Offerors include all routine operating costs—including labor burden, vehicles, equipment, fuel, chemicals, fertilizer, pre-emergent treatments, and other costs included in the base contract—within the annual individual employee price?
 - a. No. The annual base contract price shall include all routine operating costs required to perform the Scope of Work, including labor, labor burden, vehicles, equipment, fuel, chemicals, fertilizer, pre-emergent treatments, and other costs identified in the RFP. Supplemental employee pricing shall represent the fully burdened cost for the additional employee only.
17. Will the city allow for a 10-15% mark up for pass-throughs? (To be negotiated after contract award) ~
 - a. Any markups on passthroughs will be discussed and negotiated with the selected vendor prior to contract award.
18. Can the City provide the anticipated calendar dates for the active athletic seasons referenced in the staffing requirements, including typical tournament schedules and weekend workload expectations? ~

- a. The RFP provides anticipated staffing expectations for active athletic seasons; however, athletic schedules, tournaments, and City-sponsored events will vary throughout the year. Offerors should assume approximately two to four tournaments annually, including two baseball tournaments requiring two staff members for approximately 10 hours each on Saturday and Sunday, and lacrosse tournaments generally requiring one staff member for approximately 10 hours on Saturday and eight hours on Sunday.

19. Was the previous contract a staffing contract (like in this RFP) or was it based on the scope of work? ~ **Based on scope of work.**

20. Can the City provide historical annual quantities or expenditures for pass-through materials such as mulch, sod, engineered wood fiber (EWF), infield materials, and restroom supplies? ~

- a. Restroom supplies and infield materials have rarely been a passthrough. The rest is below:

Mulch -	220 cubic yards of colored mulch
Pine Straw -	2,250 bales of long-needle pine
Sod -	3,000-4,000 square feet
Infield Mix -	Average around 10 loads of infield mix
EWF Playground Mulch -	Approximately 55 cubic yards per year

21. What are the historical quantities and frequency of mulch and pinestraw installed at each location? ~

- a. Each location (annual):

Bell Memorial Park	1x - 220 cubic yards of colored mulch
Legacy Park	2x - 25 bales of long-needle pine
Bethwell Community Center	2x - 60 bales of long-needle pine
Freedom Park	2x - 400 bales of long-needle pine
Mayfield Park	2x - 200 bales of long-needle pine
Milton City Park & Preserve	2x - 300 bales of long-needle pine
Broadwell Pavilion	2x - 100 bales of long-needle pine

22. Will this contract be a sole award or split award? ~ **Sole award**

23. Will partial bids be accepted? ~

- a. **No**

24. Some items/location of the scope have frequencies, while some do not. Some locations have ranges: ex. Sports Fields with with visits of 3-5 days per week. Will you please confirm the expected frequencies for growing season and non-growing season of each location, and for other services, such as Janitorial. Over the past contract, how many visits have been made annually by the current contractor per location? ~

- a. The RFP identifies the required service standards and minimum frequencies for specific maintenance activities where applicable. For services without prescribed frequencies, the Contractor and City shall determine the appropriate frequency necessary to meet the performance standards

outlined in the RFP. Historical visit counts are not available, as the City intends for the Contractor to utilize the required staffing model to proactively maintain all facilities in accordance with the contract requirements.

EXHIBIT "B"



REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 26-PR03	RFP Title: Parks Maintenance Services		
Due Date and Time: July 30, 2026, by 2:00 pm EST			Number of Pages: 77
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>			
ISSUING DEPARTMENT INFORMATION			
Issue Date: July 9, 2026			
City of Milton Parks & Recreation Department 2006 Heritage Walk Milton, GA 30004		Phone: 678-242-2500 Website: www.miltonga.gov	
INSTRUCTIONS TO OFFERORS			
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.		Mark Envelope/Package: RFP Number: 26-PR03 Name of Company or Firm	
		Special Instructions: Deadline for Written Questions July 20, 2026, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS			

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address: Tri Scapes, LLC 1595 Peachtree Parkway Ste 204-396 Cumming GA 30041	Authorized Offeror Signatory: <div style="text-align: center;"> (Please print name and sign in ink) Quinn Martin, CEO </div>
Offeror Phone Number: 770-752-4698	Offeror FAX Number:
Offeror Federal I.D. Number: 58-20776	Offeror E-mail Address: roni@triscapes.com
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



Table of Contents

Introduction Letter	3
Tri Scapes Profile	4
Staffing	7
Equipment	11
Philosophy	13
Planning Process/Schedule	14
Similar Experience/References	17



July 30, 2026
City of Milton
Parks and Recreation Department
2006 Heritage Walk
Milton, GA 300045
RE: RFP 26-PR03Parks Maintenance Services

On behalf of Tri Scares, LLC, we are pleased to submit this bid to be considered for this opportunity. With over three decades of operational excellence, we are confident that our comprehensive construction and maintenance capabilities, financial stability, and proven history of service make us an ideal partner for maintaining the landscape needs of your parks.

Company History and Information Founded in 1993, Tri Scares, LLC is an all-inclusive commercial contracting company that has successfully managed over \$500 million in projects. Operating from 13 locations throughout the Southeast and Virginia, we provide two primary service lines: Construction and Maintenance. Our commitment to quality has been recognized consistently; we have been named a Top 20 Commercial Landscape Company in the Atlanta Business Chronicle's "Book of Lists" every year since 2008.

Qualifications and Relevant Experience Our operational capacity is uniquely suited to handle complex, multi-faceted public and private sector projects. Over the past three years, we have served over 300 clients and currently manage 175 active accounts, 85 of which are within the public sector. As a certified drug-free workplace, our crews are equipped and trained to execute the following core competencies:

- Athletic Facilities
- Facility Support.
- Emergency Response
- Environmental & Water Management
- Landscape & Hardscape
- Infrastructure & Civil

Licensing and Financial Capacity Tri Scares brings substantial financial and regulatory backing to guarantee project completion without interruption

Litigation: Tri Scares has not been part of any litigation in the past 5 plus years.

We are grateful for our long-standing partnership with the City and for this opportunity to grow, and evolve, our maintenance program alongside you all.

Sincerely,
Lindy Blount

OUR MISSION
To Cultivate the Best in Others



Faith & Family



Strong Work
Ethic



Build
Relationships



Respect for
Others



Honesty &
Integrity

Director of Maintenance
Tri Scares, LLC
Email: lindy@triscapes.com
Phone: 770-752-4698

Company Profile

Reachback Ability Capabilities

- Stormwater System Construction and Maintenance
- Roadway Maintenance and Repair
- Landscape Design, Construction, and Maintenance
- Hardscape Design, Construction, and Maintenance
- Irrigation System Design, Construction, and Maintenance
- Sports Field Installation and Maintenance
- Artificial Turf Field Maintenance
- Retention and Detention Pond Construction and Maintenance
- Trail Construction and Maintenance
- Porter and Janitorial Services
- Chemical Application Services
- Sidewalk and Pedestrian Improvements
- Bio-Retention Cell Construction and Maintenance
- Emergency Services
- Work Order management



Highlights

- Licensing: General Contractor licensed in multiple states- GA, AL, VA, TN, SC, FL
- DOT Qualification: Georgia DOT Qualified Contractor
- Bonding Capacity:
 - Aggregate: \$50,000,000
 - Single Project: \$15,000,000
- 2025 Revenue: \$56,000,000
- Equipment Investment: \$15M in equipment
- Line of Credit: \$5,000,000
- Workforce: Certified drug-free workplace
- Client Base: 300+ clients over the past 3 years
- Active Accounts: 175 current clients - (85 public sector)

Capabilities



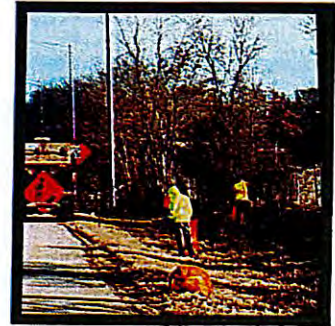
Parks



Athletic Fields



Custodial



Debris Removal



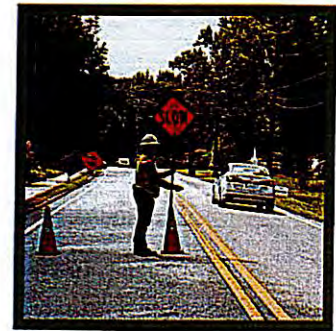
Graffiti Removal



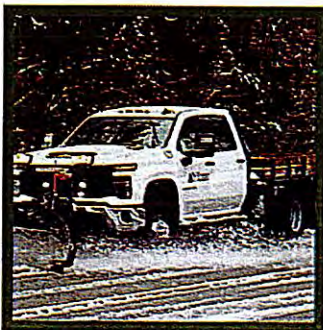
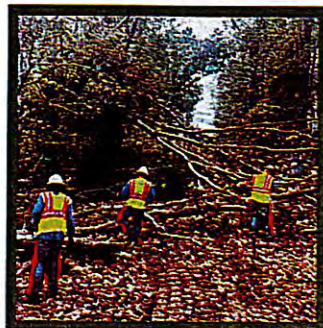
Pruning



Work Orders

Traffic Control and
Certified Flaggers

Emergency Services (Speciality Equipment and Services)

Snow and Ice
RemovalNatural Disaster
Response
(Hurricane Helene)Downed / Hazardous
Tree Removal

Safety/Training



Tri Scapes began using KPA Flex early 2026 to manage safety inspections, incident reporting, equipment checks, and employee training across all Tri Scapes divisions. KPA Flex is used to document:

- Incidents, near-miss reports, and corrective action
- TRIR, DART, OSHA Logs
- Safety Data Sheets

Utilizing this program has proven effective in improving our Safety protocol across the company. Using KPA Flex, we will provide a custom Safety Plan as a standard all job sites for Tri Scapes conducts the following:

- Crew level Daily Safety Briefings
- Weekly Safety Huddles and attendance
- Digital Jobsite Safety Observations

Our Tri Scapes Academy utilizes daily online classes, hands-on training, and practical assessments to train and assess our associates and ensure our work's safety, quality, and sustainability. Every Tri Scapes team begins each day with a safety meeting (using EdApp).

Staffing

Tri Scapes recognizes the concerns about quality staffing. Tri Scapes employs over 400 people in the Southeast. All employees are trained and certified by Tri Scapes before entering the field.

Recruitment

To ensure we attract top-tier talent in the open market, Tri Scapes utilizes a dual-channel recruitment approach:

- **Organic Market Resources:** We leverage leading platforms such as Indeed and ZipRecruiter to identify and vet experienced candidates within the landscape and maintenance industry.
- **In-House Pipeline:** Beyond traditional job boards, we maintain a robust internal pipeline through strategic partnerships with multiple non-profit organizations. These community-based partnerships allow us to bolster our workforce with reliable, motivated individuals while supporting local career development initiatives.

H2B - 2027

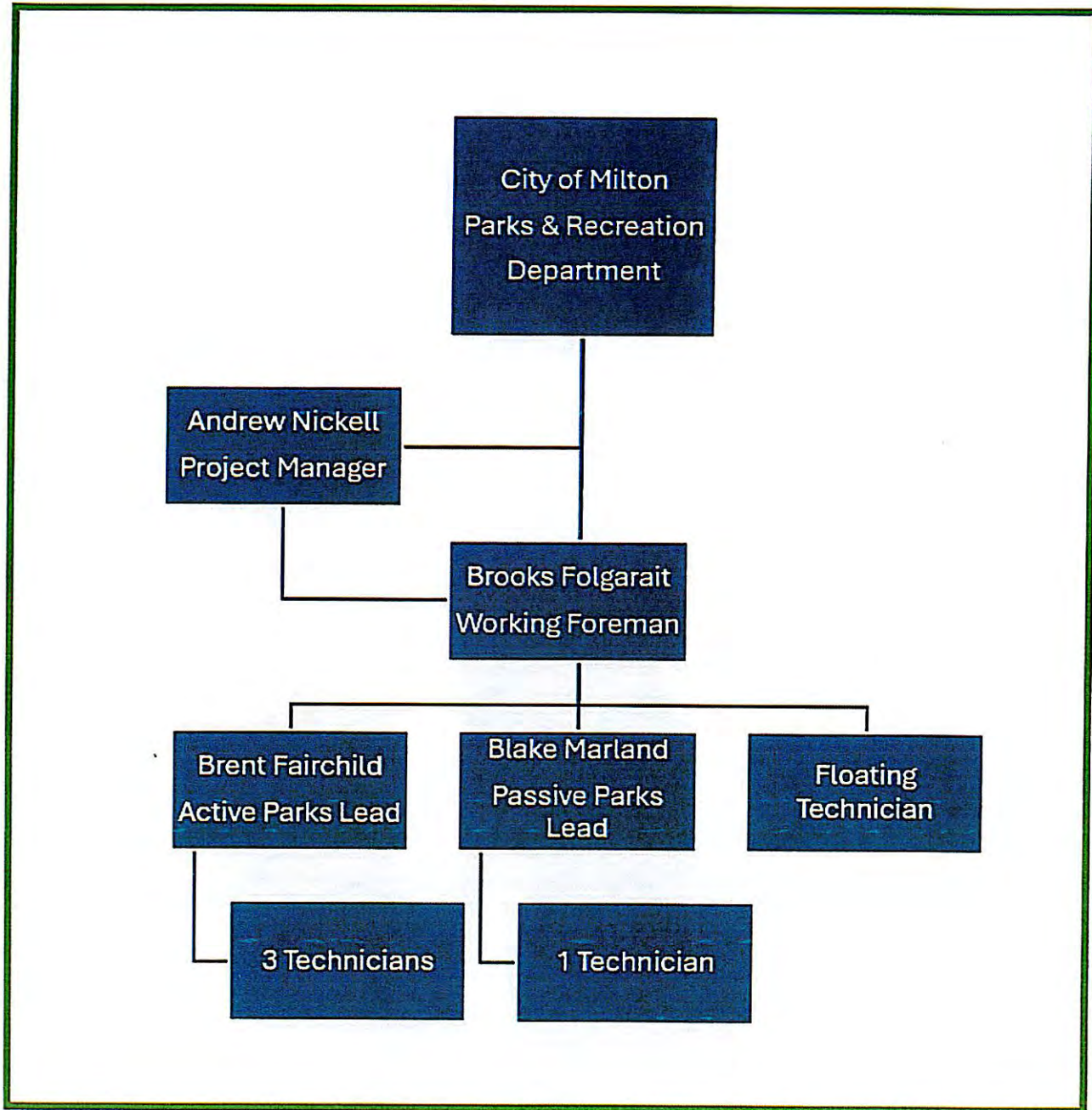
- We have applied to the U.S. Citizenship and Immigration Services and the US Department of Labor to again host a team of H2B workers.
- The application states that we would host the H2B workers during the summer months, which align to the City of Milton's Active Athletic Season.

Replacement & Turnover Management

We understand that consistent service delivery is the priority for Hall County. Our staffing model is designed for maximum agility:

- **Rapid Response:** Our typical turnover rate for replacing terminated employees is usually within a week of their last worked day.
- **Flexible Scaling:** This replacement timeline may be even shorter depending on specific site locations or specialized job requirements.
- **By maintaining this proactive hiring cycle,** Tri Scapes ensures that no crew or project location remains understaffed, protecting the continuity and quality of service that our clients expect.
- **Flex Crews:** Tri Scapes maintains crews whose primary responsibility is to "float" and fill in when necessary.

Staffing Plan



Project Leads

Qualifications



Andrew Nickell
Project Manager
770-752-4698

With over 20 years of hands-on experience, Andrew Nickell is a leader who knows public works inside and out. He currently heads up Tri Scares' operations in the City of Milton, where he focuses on supporting his team and doing great work for the community.

Before his time in Milton, Brookhaven, and Dunwoody, Andrew built his expertise out in the field—handling everything from road construction and stormwater maintenance to running utility crews for the TVA. As a former small business owner, he brings a practical, no-nonsense approach to problem-solving and customer service. Safety is always his top priority, and he holds the OSHA and MS4 certifications to back it up.

Brooks is currently serving as the working foreman for the City of Milton's Parks team, where he provides hands-on oversight of day-to-day field operations. He expertly balances site-level execution with a deep understanding of municipal service scopes and local requirements. Known for exceptional communication, he serves as a vital bridge between his field crews and city stakeholders to drive high performance and customer satisfaction. His proactive leadership fosters strong team accountability and ensures strict adherence to quality and safety standards. Furthermore, his advanced training in modern management models uniquely positions him to streamline workflows and deliver long-term operational success.



Brooks Folgarait
Work Order Foreman



Brent Fairchild
Active Parks
Crew Lead

Brent brings tenure and familiarity with this contract, having worked on athletic fields and active parks since joining Tri Scares under the leadership of Brooks. Building on decades of management experience in other fields, he brings robust operational expertise to the team. He possesses a deep understanding of the City of Milton, supported by his strong working relationship and established rapport with city representatives. Known for an exceptional eye for detail, he is thoughtful, inquisitive, and proactive in identifying and resolving field, operational, quality, and safety concerns. His combination of diverse leadership background and specialized municipal park experience makes him an invaluable asset to the team.

Blake brings 5 years of hands-on landscape experience and full operational proficiency across all standard and heavy landscape equipment. He excels in team leadership, safety compliance, and maintaining exceptional quality standards with a sharp eye for detail. Demonstrating deep knowledge of plant material, he ensures healthy, vibrant landscapes on every project. He is a skilled communicator with strong abilities in client relations and municipal coordination. Notably, he has established an excellent working relationship and strong rapport with the City of Milton, making him an ideal asset for this bid. His well-rounded expertise ensures reliable execution and continued project success.



Blake Marland
Passive Parks
Crew Lead

Support Personnel

Qualifications



Dewayne Nowell
Operations Manager

Dewayne oversees general operations and enhancement projects within the Maintenance Division, working closely with Brooks and Andrew to support day-to-day operations while identifying and executing beautification initiatives. Together, their leadership has supported major municipal contracts including the City of Dunwoody Parks and Public Works, the Perimeter Center Improvement District, and the City of Sandy Springs. Dewayne has also played a key role in emergency response efforts and brings prior experience leading the City of Milton Parks contract and maintaining athletic fields at Bell Park. He has been a member of the Tri Scapes team since 2019.



William Skeen
Safety Manager

William Skeen serves as the Safety Manager for Tri Scapes, bringing more than 15 years of comprehensive experience in safety management within the transportation, manufacturing, and construction sectors. He is a highly engaged, hands-on professional recognized for implementing effective accident prevention strategies and fostering strong working relationships at all levels of an organization. William is dedicated to promoting a culture of safety, accountability, and continuous improvement across all projects.



John Pelletier
Field Recruiting / Hiring

John, began his career at Tri Scapes as a field employee in 2023. John now is the Maintenance Division's recruiter and hiring manager and is able to apply his field experience to best support our crews' needs. Alongside our HR and Operations Teams, John is also responsible for properly placing our H2B workers.

Leadership Team



Quinn Martin has over 30 years of experience in the landscape industry and provides leadership across all areas of Tri Scapes. He oversees business operations, manages key partner relationships, and plays an integral role in guiding the company's long-term growth. As a co-founder, Quinn has been instrumental in cultivating Tri Scapes' strong, family-oriented culture built on trust, collaboration, and excellence. Email: Quinn@triscapes.com

CEO, President
& Co-Founder



Roni Johnson has been with Tri Scapes for over 10 years and serves as the key liaison for the Maintenance Division. She oversees procurement, financial management, and project support, working closely with internal teams to ensure smooth operations and consistent service delivery. Roni plays an integral role in supporting projects from planning through execution and strengthening coordination across the organization. Email: Roni@triscapes.com

Vice President
of Operations



Lindy Blount organizes, implements, and leads our maintenance division operations and contracts. With over 10 years of experience leading and expanding the Maintenance Division, Lindy brings a wealth of knowledge to our projects. He holds a Pesticide Applicator's License (Categories 24, 26, and 27) and is an ISA Certified Arborist. Lindy also collaborates with Business Development in securing contracts for the Maintenance Division. Lindy joined the Tri Scapes team in 2015. Email: Lindy@triscapes.com

Lindy Blount
Director of Maintenance

Equipment

RFP 26-PR03 listed equipment and tools required for this project. Tri Scapes will supply all items defined in the RFP. Below, please find highlights of specific equipment.

1. Dedicated Site Equipment

The following equipment will be directly dedicated to the Milton Parks project to ensure immediate availability for daily operations:

- **Vehicles & Trailers:** Trucks (4) | UTVs (2) | Utility Trailers (1) | Enclosed Trailer / Box Truck (1)
- **Heavy Machinery:** Skid Steer (1)
- **Mowers & Blowers:** Zero-Turn Mowers (4) | Backpack Blowers (4) | Walk-Behind Blower (1)
- **Power Tools:** Edgers & String Trimmers (5) | Pole & Chain Pruning Saws (2)
- **Hand & Site Tools:** Wheelbarrows (3) | Hoes, Rakes, Shovels (3) | Loppers & Pruners (3) | Pulaski Tools (1) | McLeod Tools (1) | Tamping Tools (1) | Mattock (1) | Pry Bars (1)

2. Athletic Season Equipment

To support the specific demands of seasonal sports and field maintenance, we deploy specialized turf and dirt-management equipment:

- **Turf & Soil Management:** Core Aerator, Walk-Behind Aerator, Top Dresser, Sod Cutter, Spreader, Roller, and Soil Prep Tools.
- **Field Grooming & Drags:** Reel Mowers, JD 1200A Bunker & Field Rake, Groomer, Box Blade, Grading Attachments, Nail Drags, Finish Drag Mats, and Steel Mat Drags.
- **Plate & Mound Care:** Plug Tools, Anchor Tools, Mound Repair Kits, Homeplate Care Tools, Hand Tampers, and Plate Tampers.

3. On-Demand Large Equipment (Available within 5 Days)

For large-scale projects, renovations, or emergency response, Tri Scapes can dispatch the following heavy equipment to the site within a 5-day window:

- **Earthmoving & Excavation:** Mini Excavator, Front-End Loader, and Skid Steers.
- **Hauling & Transport:** Dump Trucks, Dump Trailers, and Material-Hauling Equipment.
- **Clearing & Mulching:** Large Brush-Clearing Equipment, Brush Hogs / Rotary Cutters, and Dedicated Mulching Machinery.
- **Site Preparation:** Heavy Compaction Equipment and Push-Behind Units.



- Tri Scapes has an extensive inventory of equipment valued at over \$15M.
- All inventory is regularly maintained to provide optimal performance by our full-time service team.
- Tri Scapes has an in house team to maintain and repair the equipment.
- In addition to the dedicated equipment, Tri Scapes has access to equipment that is available on an as needed basis.

Working Together

Tri Scapes' Maintenance Philosophy

Tri Scapes understands that the City of Milton's maintenance philosophy is centered on preserving the City's unique rural character while providing safe, attractive, and sustainable public spaces. Our maintenance approach is fully aligned with these objectives, and we are committed to meeting—and exceeding—the City's expectations through proactive planning, exceptional service, and continuous communication.

Proactive Maintenance

Tri Scapes believes that preventive maintenance is the most effective way to protect the City's landscape assets and reduce long-term costs. Through routine mowing, pruning, weed control, irrigation inspections, and regular site evaluations, our team identifies and addresses potential issues before they become costly repairs. This proactive approach ensures Milton's parks, medians, rights-of-way, and public spaces remain healthy, attractive, and well-maintained throughout the year.

Safety First

The safety of Milton's residents and visitors is our highest priority. Tri Scapes will maintain parks, trails, sidewalks, medians, and rights-of-way to minimize hazards for pedestrians, motorists, and City staff. Regular inspections allow us to quickly identify and correct unsafe conditions while promptly reporting any concerns requiring the City's attention.

High Aesthetic Standards

Tri Scapes is committed to maintaining landscapes that reflect the beauty and character of the City of Milton. Our experienced crews focus on consistent quality, attention to detail, and professional workmanship to ensure every maintained property presents a clean, polished, and welcoming appearance.

Environmental Stewardship

Environmental responsibility is a core value at Tri Scapes. We utilize responsible pesticide applications, efficient water management practices, erosion control measures, and sustainable maintenance techniques to protect Milton's natural resources. Whenever practical, we preserve existing trees, native vegetation, and environmentally sensitive areas while promoting healthy, sustainable landscapes.

Asset Preservation

Tri Scapes recognizes the City's landscapes and hardscape improvements as valuable public investments. Through routine maintenance, timely repairs, irrigation management, and ongoing inspections, we maximize the useful life of turf, trees, shrubs, irrigation systems, hardscapes, and other landscape assets, reducing replacement costs and protecting taxpayer investments.

Efficient Use of Taxpayer Dollars

Our maintenance operations are carefully planned and managed to deliver the highest level of service while remaining cost-effective. By prioritizing preventive maintenance, utilizing experienced personnel, and deploying resources efficiently, Tri Scapes provides exceptional value and consistent results without compromising quality.

Responsive Customer Service

Tri Scapes understands that responsive communication is essential to a successful partnership with the City of Milton. Resident concerns and City requests will be addressed promptly, professionally, and with complete accountability. Our management team remains readily available to communicate with City staff, provide updates, and resolve issues quickly and efficiently.

Continuous Improvement

Tri Scapes views every contract as a partnership. We will work collaboratively with City staff to identify opportunities for operational improvements, recommend landscape enhancements, and implement industry best management practices while maintaining full compliance with all contract requirements. Our commitment to continuous improvement ensures the City receives the highest level of service throughout the life of the contract.

Tri Scapes is committed to preserving the beauty, safety, and integrity of the City of Milton's public spaces through proactive maintenance, environmental stewardship, superior customer service, and a dedication to excellence. Our goal is not only to meet the City's expectations, but to consistently exceed them while serving as a trusted partner in maintaining one of Georgia's premier communities.

Management Plan: Project Overview

Operating Headquarters:

- This team reports to and works from Bell Park, creating work flow efficiencies.

Trained Staff:

- Experienced Leadership: Project Manager, General Foremen
- Back Office Support: VP of Operations and her team manage this aspect of the contract
- Operational Support from Director of Maintenance and Operations Manager
- On going hands on training in the field and instructional training through Tri Scapes Academy

Uniforms

- Slacks - Cotton slacks and jeans
- Shirts - T-shirts or Sweatshirts with Tri Scapes logo only.
- Footwear - Work Boots only.
- Hats - Tri Scapes hats only.
- Safety Vest – with Tri Scapes logo

Operational Acumen:

- In addition to standard maintenance outlined in this RFQ, our team possesses the specialized skills and proven experience to successfully deliver diverse city beautification initiatives outside our core scope.

Safety Culture:

- Safety Manager (Certified Flagger Trainer). Trains new employees
- Weekly Close Call Reporting Meeting with Management and Leadership
- Daily Safety Meeting for all Field Personnel
- Compliant with Ansi Z260.2, Z133.1. OSHA and MUTCD
- Certified GDOT Contractor

Advanced Technology:

- Fleetio and Samsara used for fleet tracking and telematics
- City Works: The team is proficient in managing work flow through this tool
- Sales Force/Work Force
- Aspire

In-House Mechanics and Fleet Manager:

- Scheduled routine maintenance (less downtime for customers)

Dedicated Municipal Administrative Staff:

- Roni Johnston, VP of Operations, leads this staff focused on supporting municipal customers
- Staff trained on municipal contracts, invoicing, record keeping, and managing “pass through” items.

Communication:

- Scheduled weekly meetings between Tri Scapes’ Project Management Team and the Department of Parks and Recreation team.
- Daily conversations between the Foremen and Project Manager.

Planning Process

Tri Scapes utilizes Salesforce Field Services software to plan the workflow for the project. Each project is set up in the Salesforce system with the the unique project requirements defined by the Customer.

The program is designed to notify the Project Manager of the assignments to be completed and notifies the Field Workers with the required tasks to complete the assignment. The completed tasks are captured using a smart phone and relayed to the Quality Control Inspector. The Quality Control Inspectors reports are recorded and returned to the Project Manager.

Announcement

In the fourth quarter of 2026, Tri Scapes will be implementing ASPIRE Scheduling Software.

Aspire will allow:

- Client Portals
- Client Reports
- Detailed crew schedules
- Schedule for Inspections
- Work Order management
- And many other enhancements



Proposed Schedule

Team 1 - Active Parks Team Crew Lead : Brent Fairchild

Bell Park and Legacy Park

Daily* :

Trash Removal

Bathroom Cleaning

Groom Baseball Fields

*Daily is M-F non Athletic Season

7 Days a week during Athletic Season

Bi-Weekly:

Field Maintenance

Weekly:

Landscape Grounds Maintenance

Blow Batting Cages

Other Active Parks

Weekly:

Landscape Maintenance

Thrice-Weekly (M,W,F):

Trash Porter

Day	Park 1	Park 2	Park 3
Monday	Northwestern	Friendship	Broadwell
Tuesday	Freedom	Bethwell	
Wednesday	Hopewell	Birmingham UMC	
Thursday	Mayfield		
Friday	Milton City Park (Passive Preserve)	Northwestern	

Team 2 - Passive Parks Team

Crew Lead : Blake Marland

Green Spaces will be bush hogged bi-monthly during growing season and monthly during winter. (As needed)

Task	Monday	Tuesday	Wednesday	Thursday	Friday
Trash	All Parks		All Parks		All Parks
Porter	All Parks		All Parks		All Parks
Landscape Maintenance	Providence Birmingham	Milton City Park/Preserve	Lackapany Bethany Bend	Hopewell Kennedy	

Crews are available Saturday and Sunday during Athletic Season and Special Events.

Similar Exeperience and References



Properties maintained since 2012

Contact: Eric Milley

Address: 1825 Old Milton Parkway Alpharetta, GA 30009

Phone: 678 347 5322

Email: emilley@alpharetta.ga.us

Value: \$600,000

Tri Scapes maintains the 200-acre sports package that includes seventeen locations throughout the City of Alpharetta. This contract is for routine maintenance operations for each park, equestrian center maintenance, and turf care for all sports fields and common areas. Additionally, we provide enhancement services, which enable the city to utilize one contractor for all their needs.



Properties maintained since 2020

Contact: David Alexander

Address: 4800 Ashford Dunwoody Rd NE, Dunwoody, GA 30338

Phone: 470-306-1213

Email: david.alexander@dunwoodyga.gov

Value: \$2.1 M Annually

Tri Scapes maintains eleven parks, seven center-line miles of ROW, and performs right-of-way maintenance (sidewalk and curb and gutter repairs, asphalt repairs, and stormwater maintenance) for the City. Most public spaces are traditional parks, but several are not, including the Cultural Arts Center, Dunwoody Nature Center, and Donaldson-Bannister Farm.

This staff of 33 performs full-service park and facility maintenance, landscape maintenance, pond maintenance, trash removal, trail maintenance, facilities maintenance, artificial turf maintenance (four fields), janitorial work, oversees the skate park, and inspects and repairs six playgrounds.

Finally, this team supports over 200 hours of the City's special events and responds to emergency / after-hour events.



Similar Exeperience and References



Properties Maintained Since 2023
Sean Brown: Field Superintendent
Email: Shawn.Brown@johnscreekgov.com
PH: 404.867.4981
Address: 11360 Lakefield Drive Johns Creek, GA 30097
Value: \$1.5M Annually

Tri Scapes has partnered with Johns Creek for many construction projects and grounds maintenance jobs. Tri Scapes has supported the growth of Johns Creek by providing repairs and enhancements to the landscape, roadways and common areas. Tri Scapes has provided emergency assistance to Johns Creek during snow storms and wind storms. Tri Scapes not only manages the areas around the city facilities, but also multiple parks, greenways and trails. Tri Scapes has provided staffing support for and assistance for the many events hosted by the city.

Tri Scapes has been awarded an additional \$1.5M contract to maintain all the parks and recreation facilities in the City of Johns Creek. As well as continuing construction and emergency support



Properties Maintained Since 2012
Jen Young, Parks Manager
Phone: 678-242-2500
Email: jen.young@miltonga.gov
Address: 2006 Heritage Walk, Milton, Georgia 30004
Contract Value: \$625K Annually

Tri Scapes maintains the 200-acre sports package that includes seventeen locations throughout the City of Milton. This contract is for routine maintenance operations for each park, equestrian center maintenance, and turf care for all sports fields and common areas. Additionally, we provide enhancement services, which enable the city to utilize one contractor for all their needs.

Additional examples of Similiar Experience and References are available upon request.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror Tri Scapes, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

No Contributions have been made.

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

<hr/>	<hr/>
<hr/>	<hr/>



**RFP# 26-PR03
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (26-PR03), Parks Maintenance Services.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date 07/30/2026

Print/Type Name Quinn Martin, CEO

Print/Type Company Name Here Tri Scapes, LLC



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

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 engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

E-Verify Number

06/02/2008

Date of Authorization

Tri Scapes, LLC

Name of Contractor

Parks Maintenance Services

Name of Project

City of Milton, Georgia

Name of Public Employer

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

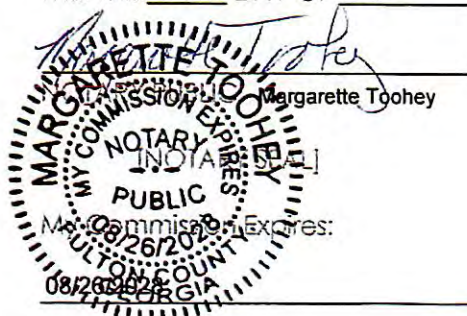
Executed on July, 30, 2026
in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Quinn Martin, CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 30th DAY OF July, 2026.





**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 26-PR03**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: Tri Scapes LLC

Quinn Martin

CONTACT PERSON: _____

1595 Peachtree Parkway Ste 204-396

ADDRESS: _____

Cumming

GA

30041

CITY: _____ STATE: _____ ZIP: _____

770-752-4698

PHONE: _____ FAX: _____

roni@triscapes.com

EMAIL ADDRESS: _____

07/30/2026

Signature

Date

ADDENDUM #1



CERTIFICATE OF LIABILITY INSURANCE

Section 6, Item C.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PointeNorth (Atlanta)
PO Box 2976
Gainesville GA 30503

CONTACT
NAME: Debbie Daniel
PHONE
(A/C, No, Ext): 770-535-6100 FAX
(A/C, No): 770-297-4883
E-MAIL
ADDRESS: debbie.daniel@legacyriskssolutions.com

INSURED
Tri Scapes, LLC
1595 Peachtree Pkwy
Suite 204-396
Cumming GA 30041-9584

TRISCAP-03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Grange Insurance Company	14060
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2138643842**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DECLARATIONS AND CONDITIONS OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY		Y	Y	CPP 2904485	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000	
	☐	CLAIMS-MADE	☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☒	L Ded: \$0							MED EXP (Any one person) \$ 10,000	
	☐								PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE \$ 2,000,000	
	☐	POLICY	☒ PRO-JECT	☒ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	☐	OTHER:							\$	
A	☒	AUTOMOBILE LIABILITY			Y	Y	CA 2904484	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒	ANY AUTO								BODILY INJURY (Per person) \$
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒	HIRED AUTOS ONLY	☒	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐									Hired Phys Damage Ded \$ 1,000
A	☒	UMBRELLA LIAB		☒ OCCUR		CUP 2904491	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 5,000,000	
	☐	EXCESS LIAB		☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	☐	DED	☒	RETENTION \$ 0					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y/N				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				☐	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$
A	Pollution Liability					793012294	12/1/2025	12/1/2026	Per Occ/Aggregate	\$5,000,000
A	Professional Liability					793012294	12/1/2025	12/1/2026	Per Occurrence	\$2,000,000
									Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The City of Milton
2006 Heritage Walk
Milton GA 30004
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Mellars



SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

RFP 26-PR03: Cost Proposal ~ Page 1 of 3

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal. There is no maximum page limit to Section 5.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, 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 proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price below:

*** The Base Annual Price shall include all costs necessary to fully perform the Scope of Work, including all required labor and labor burden, vehicles, equipment, fuel, equipment maintenance and repair, tools, chemicals, fertilizer, pre-emergent treatments, and other routine operating expenses. Supplemental staffing, supplemental equipment, and approved pass-through materials shall not be included in the Base Annual Price.**

Print Total Price for Annual Base Cost: \$ \$777,737.46

(DO NOT include Supplemental Pricing)

Seven hundred seventy-seven thousand three hundred seventy-seven and 46/100 dollars

Print Total Price for Annual Base Cost in Words: _____

(DO NOT include Supplemental Pricing)

Annual Escalator if applicable: CPI Services
Escalator %

Print/Type Company Name and Address:

Tri Scapes, LLC

Authorized Signature Roni Johnston Date 08/14/2026

Print/Type Name and Title Roni Johnston, Vice President

RFP 26-PR03: Cost Proposal ~ Page 2 of 3**Supplemental Costs: (Items not included in annual cost)**

Crew costs should also include all labor, vehicles, and equipment necessary to provide standard services outlined in this scope.

Manpower rates should be burdened rates that include all non-direct costs including taxes, benefits, back-office support, project management, communication, transportation, training, equipment, etc...

Equipment	Cost Per Hour	Cost Per Day (Year 1)
Dump Truck	\$150.00	\$1,200.00
Water Truck	\$175.00	\$1,400.00
Additional Skid Steer	\$135.00	\$1,050.00
Mini- Excavator	\$125.00	\$850.00
Front-End Loader	\$195.00	\$1,550.00
Forestry Mulcher	\$295.00	\$2,350.00
Wood Chipper	\$165.00	\$750.00
Roller/Asphalt Roller	\$145.00	\$1,150.00
Top Dresser	\$135.00	\$1,050.00
Plate Compactor	\$75.00	\$250.00
Stump Grinder	\$195.00	\$1,550.00

RFP 26-PR03: Cost Proposal ~ Page 3 of 3

Materials	Cost	Unit (Year 1)
Colored Hardwood Mulch (Material Only)	\$44.00	CY
EWf Playground Mulch (Material Only)	\$31.00	Cubic Yard
Long Leaf Pine Straw (Material Only)	\$6.00	Bale
Crushed shale aggregate for trails (Material Only)	\$60.00	TN
Baseball Field Infield Mix	\$1,107.00	18 Ton Load

Supplemental/Additional Labor	Cost Per Hour	Cost Annually (Year 1)
Foreman	\$48.00	\$98,840.00
Active Park Crew Lead	\$40.00	\$83,200.00
Passive Park Crew Lead	\$40.00	\$83,200.00
Active Park Technician	\$36.00	\$74,880.00
Passive Park Technician	\$36.00	\$74,880.00
Emergency After Hours Services (One person and a truck)	\$150.00	
Emergency After Hours Services (Two people and a truck)	\$215.00	
Event and Tournament Coverage	\$42.00 (per hour per person)	

Exhibit “B”

Please note the original **annual base price** has been superseded by the negotiated **annual base price** on the following page. **Supplemental pricing and annual escalator remain the same as in original price list above.**



SECTION 5: COST PROPOSAL **FINAL NEGOTIATED ANNUAL BASE COST - YEAR 1**

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

RFP 26-PR03: Cost Proposal ~ Page 1 of 4

Costs should include all labor, including weekend coverage, materials, and equipment necessary to provide the item listed.

***ANNUAL BASE COST:**

Labor	# of Staff Required	Cost Annually (Year 1)
Working Foreman	1	\$127,346.54
Active Park Crew Lead	1	\$94,033.32
Passive Park Crew Lead	1	\$94,033.32
Active Park Technician	2	\$155,582.26
Passive Park Technician	1	\$89,274.22
Floater/General Parks Technician	1	\$89,274.22
Weekend General Parks Technician(s)	(*see explanation in Scope of Work)	\$41,456.12
		\$691,000.00

(Supplemental Costs on the Following Page)

EXHIBIT "C"

See Exhibits "A" and "B"

EXHIBIT "D"

STATE OF Georgia
COUNTY OF Forsyth

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 engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

Federal Work Authorization User
Identification Number

06/02/2008

Date of Authorization

Tri Scapes, LLC

Name of Contractor

Parks Maintenance Services

Name of Project

City of Milton, Georgia

Name of Public Employer

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

Executed on September 24, 2026
in Alpharetta (city), GA
(state).

Rajat Sharma
Signature of Authorized Officer or Agent

Rajat Sharma, CFO

Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24th DAY OF
September, 2026.

Margarette Toohey
NOTARY PUBLIC, Margarette Toohey

My Commission Expires:

08/26/2028

EXHIBIT "E"

STATE OF _____
 COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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 Tri Scapes, LLC on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification
 Number

 Date of Authorization

 Name of Subcontractor

Parks Maintenance Services
 Name of Project

City of Milton, Georgia
 Name of Public Employer

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

Executed on _____, 20__ in
 _____ (city), _____ (state).

 Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer
 or Agent

SUBSCRIBED AND SWORN BEFORE ME
 ON THIS THE _____ DAY OF _____,
 20__.

 NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "F"

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Andrew Nickell	<u>Tri Scapes'</u> Project Manager
Brooks Folgarait	Foreman
Dewayne Newell	Operations Manager (Support Only)

Certificate Of Completion

Envelope Id: 86578C98-3C14-80A5-8311-52C11BA93DCD

Status: Completed

Subject: Complete with DocuSign: Parks Mntc Contract (JDclean)-merged_TSsigned.pdf

Source Envelope:

Document Pages: 82

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Honor Motes

AutoNav: Enabled

2006 Heritage Walk

Envelopeld Stamping: Disabled

Milton, GA 30004

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

honor.motes@miltonga.gov

IP Address: 50.146.8.2

Record Tracking

Status: Original

Holder: Honor Motes

Location: DocuSign

9/28/2026 2:10:34 PM

honor.motes@miltonga.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events**Signature****Timestamp**

Jennifer McCall

jmccall@jarrard-davis.com

Security Level: Email, Account Authentication
(None)Signed by:

8433E81F7AF148A...

Sent: 9/28/2026 2:11:34 PM

Viewed: 9/28/2026 2:12:04 PM

Signed: 9/28/2026 2:15:00 PM

Signature Adoption: Pre-selected Style

Using IP Address: 99.96.200.2

Electronic Record and Signature Disclosure:

Accepted: 9/28/2026 2:12:04 PM

ID: d219f1a6-204c-474d-9b2a-c69bb1b65678

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/28/2026 2:11:34 PM

Certified Delivered

Security Checked

9/28/2026 2:12:04 PM

Signing Complete

Security Checked

9/28/2026 2:15:00 PM

Completed

Security Checked

9/28/2026 2:15:00 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Milton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Milton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sudie.gordon@cityofmiltonga.us

To advise City of Milton of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sudie.gordon@cityofmiltonga.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Milton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sudie.gordon@cityofmiltonga.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Milton

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sudie.gordon@cityofmiltonga.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Milton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Milton during the course of your relationship with City of Milton.



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular <i>Bernadette Harvill</i>
DEPARTMENT:	City Manager	Bernadette Harvill
SECTION OF AGENDA:	Consent Agenda	November 2, 2026
AGENDA ITEM TITLE:	Approval of the Financial Statements & Investment Report for the Period Ending August 31, 2026.	
STATEMENT OF PURPOSE:	Transparency and compliance with City financial reporting requirements.	
FINANCIAL IMPACT:	Insight into the existing financial conditions at the time of reporting.	
RECOMMENDED ACTION:	Approval	

EXECUTIVE SUMMARY:

Finance prepares monthly financial statements and presents them to Council as part of the consent agenda for the period of October through August. Each reporting period remains open to allow for the posting of transactions that may affect previously reported activity (e.g., an invoice received in March for services rendered in January). Such adjustments are incorporated into the updated year-to-date actuals and reflected in the subsequent month's financial statements.

In addition to the monthly financial statements, an updated investment report will be provided. This report details the amount of funds invested with each financial institution, the annual percentage yield earned for the period, and a comparison of budgeted and actual results for both the current period and year-to-date.

September activity is incorporated into the Annual Comprehensive Financial Report (ACFR), which is published on the City's website no later than March 31 each year. A representative of the audit firm that conducted the annual audit will present an overview of the City's financial statements, along with other relevant financial matters, to the Council at a publicly held meeting following the annual publication of the ACFR.

FINANCIAL IMPACT:

The reporting of these statements ensures timely communication of the City's financial position. Budget adjustments at the department level within each fund may be authorized by the City Manager, while any adjustments that result in an increase to total departmental appropriations must be approved by the City Council through the formal budget amendment process.

LEGAL AND REGULATORY CONSIDERATIONS:

Compliance with City regulations related to financial reporting and transparency.



OPERATIONAL IMPACT

Review of the financials on a monthly basis standardizes processes including reconciliations, accruals, and journal entries. It also results in timely processing, increased accuracy, and proactive management of the City's financial data.

STRATEGIC ALIGNMENT:

Financial transparency and insight

STAFF RECOMMENDATION:

Approval

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 23, 2026

Legal Review: N/A

Concurrent Review: Steve Krokoff, City Manager – Steven Krokoff
Steven Krokoff (Oct 29, 2026 07:56:23 EDT)

ATTACHMENTS:

Financial Statements and Investment Report for Period Ending August 31, 2026.



CITY OF MILTON - NOTES TO THE FINANCIAL STATEMENTS
For the Period Ending August 31, 2026

Bernadette Harvill, Deputy City Manager

Bernadette Harvill

Steve Krokoff, City Manager

Steven Krokoff
Steven Krokoff (Oct 29, 2026 07:56:23 EDT)

Financial Overview / Highlights

GENERAL FUND

- ▶ Total revenue collections are \$40,454,065 , -0.67% below projections year-to-date.
Property tax digest updates continue to impact revenue collections more significantly than originally forecasted.
Staff will continue monitoring and any required adjustments to the budget will be brought to Council as a formal amendment request.
- ▶ Total expenditures to-date are \$47,748,440 , -0.17% more than expected year-to-date.
On September 21, 2026, Council approved a budget amendment to address legal department expenses. After accounting for this amendment, year-to-date expenditures are 6.82% below budgeted expectations.

CAPITAL PROJECTS FUND

Expenditures within this fund continue to occur on a project-by-project basis. With a total project expenditure budget of \$64,672,341, capital expenditures-to-date total \$5,258,119 - figures have been updated to reflect retainage payable booked to FY 2025 in accordance with generally accepted accounting principles (GAAP).

OTHER MISCELLANEOUS NOTES

Please note, certain variances are the result of timing of revenues received/expenditures paid versus when they were anticipated and may not result in the need for an amendment.

STATEMENT OF REVENUES & EXPENDITURES

General Fund

For the Period Ending August 31, 2026

Revenues	Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
Property Tax	17,063,739	35,420	17,501	17,919	16,270,757	16,971,075	(700,318)
Motor Vehicle Tax	2,224,879	180,909	177,699	3,210	1,766,311	1,803,858	(37,548)
Intangible Tax	396,550	52,811	35,690	17,122	375,320	325,171	50,149
Real Estate Transfer Tax	275,000	29,396	24,750	4,646	226,070	228,250	(2,180)
Franchise Fees	2,430,740	4	1,026	(1,022)	1,902,586	1,791,101	111,484
Local Option Sales Tax	15,076,424	1,307,162	1,356,878	(49,716)	12,625,695	12,513,432	112,263
Alcohol Beverage Excise Tax	435,191	36,746	36,251	495	357,688	362,514	(4,827)
Fireworks Excise Tax	600	-	-	-	-	-	-
Business & Occupation Tax	1,120,200	8,999	11,202	(2,203)	1,134,307	1,114,599	19,708
Insurance Premium Tax	4,500,000	-	-	-	-	-	-
Financial Institution Tax	100,000	-	-	-	95,446	100,000	(4,554)
Penalties & Interest	54,800	5,792	4,565	1,227	76,447	50,213	26,233
Alcohol Beverage Licenses	228,000	(900)	4,750	(5,650)	239,013	227,299	11,714
Other Non-Business Permits/Licenses	29,930	2,976	2,493	483	29,836	27,425	2,411
Zoning & Land Disturbance Permits	267,004	6,545	22,241	(15,696)	163,857	244,656	(80,799)
Building Permits	1,030,000	76,466	92,499	(16,033)	871,330	897,489	(26,159)
Intergovernmental Revenue	81,350	-	-	-	76,350	76,350	-
Other Charges for Service	686,952	42,422	30,287	12,135	721,774	624,779	96,995
Municipal Court Fines	950,000	52,529	76,000	(23,471)	778,931	845,500	(66,569)
Interest Earnings	2,484,557	221,198	204,120	17,079	2,304,523	2,245,315	59,207
Contributions & Donations	2,000	-	-	-	23,875	2,000	21,875
Other Revenue	338,564	14,960	23,877	(8,917)	412,140	269,572	142,568
Other Financing Sources	26,656	-	-	-	1,811	5,000	(3,189)
Total Revenues	49,803,136	2,073,436	2,121,828	(48,392)	40,454,065	40,725,598	(271,533)

Operating Expenditures	Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
Mayor and Council	215,066	12,071	16,883	(4,811)	157,039	193,955	(36,916)
City Clerk	252,210	12,945	19,141	(6,197)	184,528	230,491	(45,963)
City Manager	1,133,346	75,571	86,236	(10,665)	929,697	1,028,584	(98,886)
General Administration	55,971	432	8,066	(7,633)	22,431	51,593	(29,161)
Finance	1,103,880	56,467	85,885	(29,418)	935,362	1,011,581	(76,219)
Legal	725,000	108,342	60,393	47,950	3,856,885	664,318	3,192,568
Information Services	2,401,560	85,011	193,564	(108,553)	1,787,460	2,194,213	(406,753)
Human Resources	806,436	46,977	63,305	(16,329)	697,432	740,068	(42,636)
Risk Management	413,505	41,710	40,851	860	410,176	413,505	(3,329)
General Government Buildings	383,377	16,526	31,459	(14,933)	247,606	346,046	(98,440)
Communications	598,412	35,430	39,955	(4,525)	496,425	542,816	(46,391)
Municipal Court	594,650	41,127	47,786	(6,659)	447,107	552,218	(105,111)
Police	9,268,415	590,495	693,829	(103,334)	7,895,137	8,486,127	(590,990)
Fire	11,275,515	732,793	793,442	(60,650)	9,733,749	10,060,481	(326,733)
Public Works	3,642,938	257,816	288,276	(30,460)	2,880,439	3,331,902	(451,463)
Parks & Recreation (Active)	2,289,575	103,507	209,245	(105,738)	1,694,375	2,074,888	(380,514)
Passive Parks/Greenspace	346,673	19,008	22,038	(3,030)	183,703	252,414	(68,711)
Community Development	3,187,868	209,258	242,783	(33,525)	2,601,858	2,905,558	(303,701)
Operating Transfers to Other Funds	14,946,763	2,289,730	2,289,730	-	12,587,033	12,587,033	-
Operating Reserve (Contingency)	384,633	-	-	-	-	-	-
Total expenditures	54,025,793	4,735,216	5,232,866	(497,650)	47,748,440	47,667,788	80,652

Net Change in Fund Balance	(4,222,657)	(2,661,780)			(7,294,375)		
-----------------------------------	--------------------	--------------------	--	--	--------------------	--	--

Fund Balance - Beginning	17,272,419				17,272,419		
Fund Balance - Ending	13,049,762				9,978,044		

City of Milton
City Events Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Vendor Fees	\$ 35,000	\$ 360	\$ 36,519	\$ 1,519
Sponsor Fees	40,000	700	44,850	4,850
Interest Revenues	-	-	211	211
Total revenues	<u>\$ 75,000</u>	<u>\$ 1,060</u>	<u>\$ 81,579</u>	<u>\$ 6,579</u>
EXPENDITURES				
Parks and Recreation (Active)	\$ 257,972	\$ 672	\$ 198,200	\$ 59,772
Total Expenditures	<u>\$ 257,972</u>	<u>\$ 672</u>	<u>\$ 198,200</u>	<u>\$ 59,772</u>
OTHER FINANCING SOURCES (USES)				
Transfers in from General Fund	\$ 70,000	\$ -	\$ -	\$ (70,000)
Transfers in from Hotel/Motel Tax Fund	60,000	5,886	47,324	(12,676)
Total other financing sources and uses	<u>\$ 130,000</u>	<u>\$ 5,886</u>	<u>\$ 47,324</u>	<u>\$ (82,676)</u>
Net change in fund balances	<u>\$ (52,972)</u>		<u>\$ (69,297)</u>	
Fund balance - beginning	53,819		53,819	
Fund balance - ending	<u><u>\$ 847</u></u>		<u><u>\$ (15,478)</u></u>	

City of Milton
Confiscated Assets Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Cash Confiscations/State Funds	\$ -	\$ -	\$ 8,629	\$ 8,629
Cash Confiscations/Federal Funds	-	-	-	-
Interest Revenues/State Funds	-	7	50	50
Interest Revenues/Federal Funds	-	-	-	-
Total revenues	<u>\$ -</u>	<u>\$ 7</u>	<u>\$ 8,679</u>	<u>\$ 8,679</u>
EXPENDITURES				
Police	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER FINANCING SOURCES (USES)				
Transfers in from General Fund	\$ -	\$ -	\$ -	\$ -
Total other financing sources and uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net change in fund balances	<u>\$ -</u>		<u>\$ 8,679</u>	
Fund balance - beginning	41,227		41,227	
Fund balance - ending	<u>\$ 41,227</u>		<u>\$ 49,906</u>	

City of Milton
Opioid Settlements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Local Share Opioid Settlement Funds	\$ 25,000	\$ -	\$ 12,292	\$ (12,708)
Interest Revenue	-	197	3,354	3,354
Total revenues	<u>\$ 25,000</u>	<u>\$ 197</u>	<u>\$ 15,646</u>	<u>\$ (12,708)</u>
EXPENDITURES				
Fire	\$ 51,077	\$ -	\$ -	\$ 51,077
Total Expenditures	<u>\$ 51,077</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,077</u>
Net change in fund balances	\$ (26,077)		\$ 15,646	
Fund balance - beginning	35,224		35,224	
Fund balance - ending	<u>\$ 9,147</u>		<u>\$ 50,870</u>	

City of Milton
E-911 Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Variance Over/ (Under)
REVENUES				
E-911 Fees	\$ 1,030,000	\$ 85,096	\$ 763,660	\$ (266,340)
Total revenues	<u>\$ 1,030,000</u>	<u>\$ 85,096</u>	<u>\$ 763,660</u>	<u>\$ (266,340)</u>
EXPENDITURES				
Public Safety	\$ 1,030,000	\$ 85,096	\$ 763,660	\$ 266,340
Total Expenditures	<u>\$ 1,030,000</u>	<u>\$ 85,096</u>	<u>\$ 763,660</u>	<u>\$ 266,340</u>
Fund balance - beginning	-		-	
Fund balance - ending	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>	

City of Milton
American Rescue Plan (ARP) Act of 2021 Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
American Rescue Plan	\$ 548,742	\$ -	\$ -	\$ (548,742)
Realized Gain or Loss (GA Fund 1)	21,000	2	21,877	877
Total revenues	<u>\$ 569,742</u>	<u>\$ 2</u>	<u>\$ 21,877</u>	<u>\$ (547,866)</u>
EXPENDITURES				
ARPA Expense	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER FINANCING SOURCES (USES)				
Transfers Out to General Fund	\$ (21,656)	\$ -	\$ -	\$ 21,656
Transfers Out to Capital Projects Fund	(548,742)	-	-	548,742
Total other financing sources and uses	<u>\$ (570,398)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 570,398</u>
Net change in fund balances	<u>\$ (656)</u>		<u>\$ 21,877</u>	
Fund balances - beginning	656		656	
Fund balances - ending	<u><u>\$ 0</u></u>		<u><u>\$ 22,533</u></u>	

City of Milton
Hotel/Motel Tax Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Taxes				
Hotel/Motel Taxes	\$ 60,000	\$ 5,886	\$ 47,324	\$ (12,676)
Total revenues	<u>\$ 60,000</u>	<u>\$ 5,886</u>	<u>\$ 47,324</u>	<u>\$ (12,676)</u>
OTHER FINANCING SOURCES (USES)				
Transfers out to City Events Fund	\$ (60,000)	\$ (5,886)	\$ (47,324)	\$ (12,676)
Total other financing sources and uses	<u>\$ (60,000)</u>	<u>\$ (5,886)</u>	<u>\$ (47,324)</u>	<u>\$ (12,676)</u>
Net change in fund balances	<u>\$ -</u>		<u>\$ -</u>	
Fund balance - beginning	<u>-</u>		<u>-</u>	
Fund balance - ending	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>	

City of Milton
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Charges for Service					
Infrastructure Maintenance Fee	\$ 185,000	\$ 45,926	\$ 164,399	\$ 164,399	\$ (20,601)
Infrastructure Maint Penalty & Interest	-	-	3,446	3,446	3,446
Fulton County IGA Funding	1,282,184	-	-	-	(1,282,184)
Tree Recompense	-	-	17,922	17,922	17,922
Interest Revenue	-	27,710	346,498	346,498	346,498
Donations/Private Entity	-	2,500	2,500	2,500	2,500
Insurance Proceeds/Public Safety	-	17,244	17,244	17,244	17,244
Other Misc Revenue	190,495	-	-	-	(190,495)
Total revenues	<u>\$ 1,657,679</u>	<u>\$ 93,380</u>	<u>\$ 552,009</u>	<u>\$ 552,009</u>	<u>\$ (1,105,670)</u>
EXPENDITURES					
Capital Outlay					
Finance	\$ 198,572	\$ 2,800	\$ 77,700	\$ 187,469	\$ 11,103
Information Services	739,111	1,749	329,645	399,128	339,983
General Govt Bldg	233,728	-	-	-	233,728
Police	953,586	-	442,588	487,182	466,404
Fire	9,987,160	119,073	340,998	1,228,904	8,758,256
Public Works	13,852,737	819,708	3,008,013	4,669,430	9,183,307
Parks & Recreation (Active)	33,901,541	5,639	517,797	1,543,412	32,358,129
Passive Parks/Greenspace	3,796,099	-	483,428	483,428	3,312,671
Community Development	1,009,807	-	57,951	58,351	951,456
Total Capital Outlay	<u>\$ 64,672,341</u>	<u>\$ 948,969</u>	<u>\$ 5,258,119</u>	<u>\$ 9,057,304</u>	<u>\$ 55,615,037</u>
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	\$ 13,225,488	\$ 2,152,124	\$ 11,073,364	\$ 11,073,364	\$ (2,152,124)
Transfer in from ARPA Fund	548,742	-	-	-	(548,742)
Transfer out to Capital Grant Fund	(306,070)				
Proceeds of Sale of Assets	45,015	-	45,015	45,015	-
Contingencies	(277,360)	-	-	-	(277,360)
Total other financing sources and uses	<u>\$ 13,235,815</u>	<u>\$ 2,152,124</u>	<u>\$ 11,118,379</u>	<u>\$ 11,118,379</u>	<u>\$ (2,978,226)</u>
Net change in fund balances	<u>\$ (49,778,847)</u>		<u>\$ 6,412,269</u>	<u>\$ 2,613,084</u>	
Fund balance - beginning	49,778,847		49,778,847	49,778,847	
Fund balance - ending	<u>\$ -</u>		<u>\$ 56,191,116</u>	<u>\$ 52,391,931</u>	

City of Milton
Greenspace Bond Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Real Property Tax-Current Year	\$ 1,634,268	\$ 2,217	\$ 1,610,784	\$ 1,610,784	\$ (23,484)
Public Utility Tax-Current Year	12,000	-	11,165	11,165	(835)
Real Property Tax-Prior Year	5,000	30	(56,922)	(56,922)	(61,922)
Personal Property Tax-Current Year	14,591	3	10,228	10,228	(4,363)
Motor Vehicle Tax	1,396	127	1,459	1,459	63
Personal Property Tax-Prior Year	100	-	(1,202)	(1,202)	(1,302)
Penalties & Interest - Real Property	3,000	374	4,091	4,091	1,091
Penalties & Interest - Personal Property	-	0	115	115	115
Interest Revenue (Regions)	500	2,919	28,976	28,976	28,476
Total revenues	<u>\$ 1,670,855</u>	<u>\$ 5,670</u>	<u>\$ 1,608,696</u>	<u>\$ 1,608,696</u>	<u>\$ (62,159)</u>
EXPENDITURES					
Capital Outlay					
Passive Parks/Greenspace	\$ 818,989	\$ -	\$ -	\$ 10,589	\$ 808,400
Bond Principal	1,145,000	-	1,145,000	1,145,000	-
Bond Interest	568,875	-	568,875	568,875	(1)
Arbitrage Yield Reduction	125,000	-	-	-	125,000
Fiscal Agent's Fees	1,306	-	1,360	1,360	(54)
Total Capital Outlay	<u>\$ 2,659,170</u>	<u>\$ -</u>	<u>\$ 1,715,235</u>	<u>\$ 1,725,824</u>	<u>\$ 933,345</u>
Excess of revenues over expenditures	<u>\$ (988,315)</u>	<u>\$ 5,670</u>	<u>\$ (106,539)</u>	<u>\$ (117,128)</u>	<u>\$ (995,505)</u>
Net change in fund balances	<u>\$ (988,315)</u>		<u>\$ (106,539)</u>	<u>\$ (117,128)</u>	
Fund balance - beginning	996,893		996,893	996,893	
Fund balance - ending	<u>\$ 8,578</u>		<u>\$ 890,353</u>	<u>\$ 879,764</u>	

City of Milton
Transportation Special Purpose Local Option Sales Tax (TSPLOST) Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
TSPLOST (II)	\$ 9,100,000	\$ 818,870	\$ 7,984,139	\$ 7,984,139	\$ (1,115,861)
Federal Grant FHWA - SS4A	482,600	-	256,360	256,360	(226,240)
Federal Grant GDOT TAP - Big Creek	6,625,574	-	1,433,287	1,433,287	(5,192,287)
Local Grants	200,000	-	-	-	(200,000)
Fulton County IGA	1,848,332	-	-	-	(1,848,332)
City of Roswell IGA (TS2-2311)	889,962	-	32,182	32,182	(857,780)
Realized Gain or Loss (GA Fund 1)	1,000,000	84,044	913,859	913,859	(86,141)
Total revenues	<u>\$ 20,146,468</u>	<u>\$ 902,914</u>	<u>\$ 10,619,827</u>	<u>\$ 10,619,827</u>	<u>\$ (9,526,641)</u>
EXPENDITURES					
Capital Outlay					
Public Works - TSPLOST I	\$ 19,638,148	\$ 844,622	\$ 4,084,737	\$ 11,035,518	\$ 8,602,629
Public Works - TSPLOST II	35,906,618	460,331	3,696,926	7,023,010	28,883,608
Total Capital Outlay	<u>\$ 55,544,766</u>	<u>\$ 1,304,953</u>	<u>\$ 7,781,664</u>	<u>\$ 18,058,529</u>	<u>\$ 37,486,237</u>
Net change in fund balances	<u>\$ (35,398,298)</u>		<u>\$ 2,838,163</u>	<u>\$ (7,438,701)</u>	
Fund balance - beginning	35,400,509		35,400,509	35,400,509	
Fund balance - ending	<u>\$ 2,211</u>		<u>\$ 38,238,672</u>	<u>\$ 27,961,808</u>	

City of Milton
Capital Grant Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Intergovernmental Revenues					
Federal Capital Grant Indirect	\$ 500,000	\$ -	\$ -	\$ -	\$ (500,000)
LMIG Funds	500,000	-	1,127,563	1,127,563	627,563
State Capital Grant Indirect	1,562,157	-	1,500,000	1,500,000	(62,157)
Total revenues	<u>\$ 2,562,157</u>	<u>\$ -</u>	<u>\$ 2,627,563</u>	<u>\$ 2,627,563</u>	<u>\$ 65,406</u>
EXPENDITURES					
Capital Outlay					
Fire	\$ 82,876	\$ -	\$ -	\$ -	\$ 82,876
Public Works	500,000	233,485	314,313	543,758	(43,758)
Parks & Recreation - Active	504,770	-	-	-	504,770
Parks & Recreation - Passive	544,087	-	539,590	539,590	4,497
Total Capital Outlay	<u>\$ 1,631,733</u>	<u>\$ 233,485</u>	<u>\$ 853,903</u>	<u>\$ 1,083,348</u>	<u>\$ 548,385</u>
OTHER FINANCING SOURCES (USES)					
Transfers in from Capital Projects	\$ 306,070	\$ -	\$ -	\$ -	\$ (306,070)
Total other financing sources and uses	<u>\$ 306,070</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (306,070)</u>
Net change in fund balances	\$ 1,236,495		\$ 1,773,660	\$ 1,544,215	
Fund balance - beginning	(1,236,495)		(1,236,495)	(1,236,495)	
Fund balance - ending	<u>\$ -</u>		<u>\$ 537,165</u>	<u>\$ 307,721</u>	

City of Milton
Capital Projects Fund - Impact Fees
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Admin Fund	\$ 30,000	\$ 1,157	\$ 19,809	\$ 19,809	\$ (10,191)
Law Enforcement Fund	20,000	704	15,560	15,560	(4,440)
Fire Fund	175,000	5,834	129,055	129,055	(45,945)
Road Fund	145,000	5,061	97,737	97,737	(47,263)
Park Fund	690,000	33,876	416,836	416,836	(273,164)
Interest Revenues/Admin Fund	-	131	2,336	2,336	2,336
Interest Revenues/Law Enforcement Fund	-	103	1,360	1,360	1,360
Interest Revenues/Fire Fund	-	855	10,904	10,904	10,904
Interest Revenues/Road Fund	-	647	9,331	9,331	9,331
Interest Revenues/Park Fund	-	2,761	47,383	47,383	47,383
Total revenues	<u>\$ 1,060,000</u>	<u>\$ 51,128</u>	<u>\$ 750,311</u>	<u>\$ 750,311</u>	<u>\$ (309,689)</u>
EXPENDITURES					
Police	\$ 27,381	\$ -	\$ -	\$ -	\$ 27,381
Fire	389,515	-	-	-	389,515
Public Works	186,871	-	-	-	186,871
Parks & Recreation (Active)	798,016	-	83,679	601,427	196,589
Community Development	63,122	-	-	-	63,122
Total Capital Outlay	<u>\$ 1,464,905</u>	<u>\$ -</u>	<u>\$ 83,679</u>	<u>\$ 601,427</u>	<u>\$ 863,478</u>
OTHER FINANCING SOURCES (USES)					
Transfers In from General Fund	\$ (4,208)	\$ -	\$ -	\$ -	\$ (4,208)
Total other financing sources and uses	<u>\$ (4,208)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,208)</u>
Net change in fund balances	<u>\$ (409,113)</u>		<u>\$ 666,632</u>	<u>\$ 148,884</u>	
Fund balance - beginning	409,113		409,113	409,113	
Fund balance - ending	<u>\$ -</u>		<u>\$ 1,075,745</u>	<u>\$ 557,997</u>	

City of Milton
Capital Projects Fund - Revenue Bond
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended August 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Interest Revenues (Regions)	\$ -	\$ 8	\$ 2,625	\$ 2,625	\$ 2,625
Total revenues	<u>\$ -</u>	<u>\$ 8</u>	<u>\$ 2,625</u>	<u>\$ 2,625</u>	<u>\$ 2,625</u>
EXPENDITURES					
Capital Outlay					
Bond Principal	\$ 990,000	\$ -	\$ 990,000	\$ 990,000	\$ -
Bond Interest	659,469	-	659,469	659,469	(0)
Fiscal Agent's Fees	1,806	-	1,806	1,806	-
Total Capital Outlay	<u>\$ 1,651,275</u>	<u>\$ -</u>	<u>\$ 1,651,275</u>	<u>\$ 1,651,275</u>	<u>\$ (0)</u>
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	\$ 1,651,275	\$ 137,606	\$ 1,513,669	\$ 1,513,669	\$ (137,606)
Total other financing sources and uses	<u>\$ 1,651,275</u>	<u>\$ 137,606</u>	<u>\$ 1,513,669</u>	<u>\$ 1,513,669</u>	<u>\$ (137,606)</u>
Net change in fund balances	<u>\$ -</u>		<u>\$ (134,981)</u>	<u>\$ (134,981)</u>	
Fund balance - beginning	2,057		2,057	2,057	
Fund balance - ending	<u>\$ 2,057</u>		<u>\$ (132,924)</u>	<u>\$ (132,924)</u>	

City of Milton
Investment Portfolio
For the Period Ending August 31, 2026

Investment	Amount	Percent	Yield
Money Market - HomeTrust	6,336,106	7%	3.75%
GA Fund 1	61,378,668	65%	3.69%
GA Fund 1 - ARPA	568	0%	3.69%
GA Fund 1 - TSPLOST	26,882,732	28%	3.69%
Total Investment Portfolio	94,598,073	100%	

Fund	FY26 Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
General Fund	2,450,415	221,198	204,201	16,997	2,304,523	2,246,214	58,309
ARPA Fund	21,000	2	1,750	(1,748)	21,877	19,250	2,627
TSPLOST Fund	1,000,000	84,044	83,333	711	913,859	916,667	(2,807)
	3,471,415	305,245	289,285	15,960	3,240,259	3,182,130	58,128



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular Tracie Wildes <small>Tracie Wildes (Oct 29, 2026 16:14:08 EDT)</small>
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	November 2, 2026
AGENDA ITEM TITLE:	Approval of Subdivision Plats & Revisions - Minor Plat, 2395 Bethany Bend	
STATEMENT OF PURPOSE:	Approval of a Minor Plat for 2395 Bethany Bend to subdivide the existing parcel consisting of 2.012 acres into two parcels consisting of 1.006 acres each.	
FINANCIAL IMPACT:	None	
RECOMMENDED ACTION:	Approve the Minor Plat for 2395 Bethany Bend.	

EXECUTIVE SUMMARY:

The Milton Unified Development Code requires Mayor and City Council approval of all final plats, minor plats, re-recordings, and revisions following review and certification by the Community Development Director.

Staff has reviewed the proposed minor plat and determined that it is consistent with the Unified Development Code and applicable subdivision regulations. The request is subdivide the existing parcel consisting of 2.012 acres into two parcels consisting of 1.006 acres each.

PURPOSE/BACKGROUND:

The proposed minor plat subdivision is summarized below:

Name of Development / Location	Action	Comments /# lots	Total Acres	Density
2395 Bethany Bend LL 893 Dist. 2, Sect. 2	Minor Plat	The purpose of this plat is subdivide the existing parcel consisting of 2.012 acres into two parcels consisting of 1.006 acres each.	2.012 Acres	0.99 Lots/Acre

STAFF ANALYSIS:

Staff has reviewed the proposed minor plat and determined that it complies with the Unified Development Code, including all applicable subdivision and zoning requirements.

A review of available City records, including prior permitting and platting history, found no evidence that the existing parcels were previously created through a minor plat subdivision.



FINANCIAL IMPACT:

There is no financial impact associated with this minor plat.

ALTERNATIVES CONSIDERED:

Option 1: Approve the minor plat as presented.

Option 2: Deny the minor plat if found inconsistent with applicable regulations.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed minor plat has been reviewed for compliance with the Unified Development Code and applicable subdivision regulations.

OPERATIONAL IMPACT:

There is no direct operational impact associated with this minor plat.

COMMUNITY/STAKEHOLDER IMPACT:

The minor plat application was found to be consistent with the Unified Development Code and policies of the City and does not create any immediate concerns with public health, safety, and welfare. It supports implementation of the City's land use and development regulations to ensure orderly subdivision of property.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2: Continue smart land planning to keep Milton unique. This minor plat maintains the character of the Agriculture Districts and the Rural Milton Overlay.

STAFF RECOMMENDATION:

Staff recommends approval of this minor plat.

REVIEWS & APPROVALS:

Financial Review: N/A

Legal Review: N/A

Concurrent Review: Steven Krokoff, City Manager *Steven Krokoff*

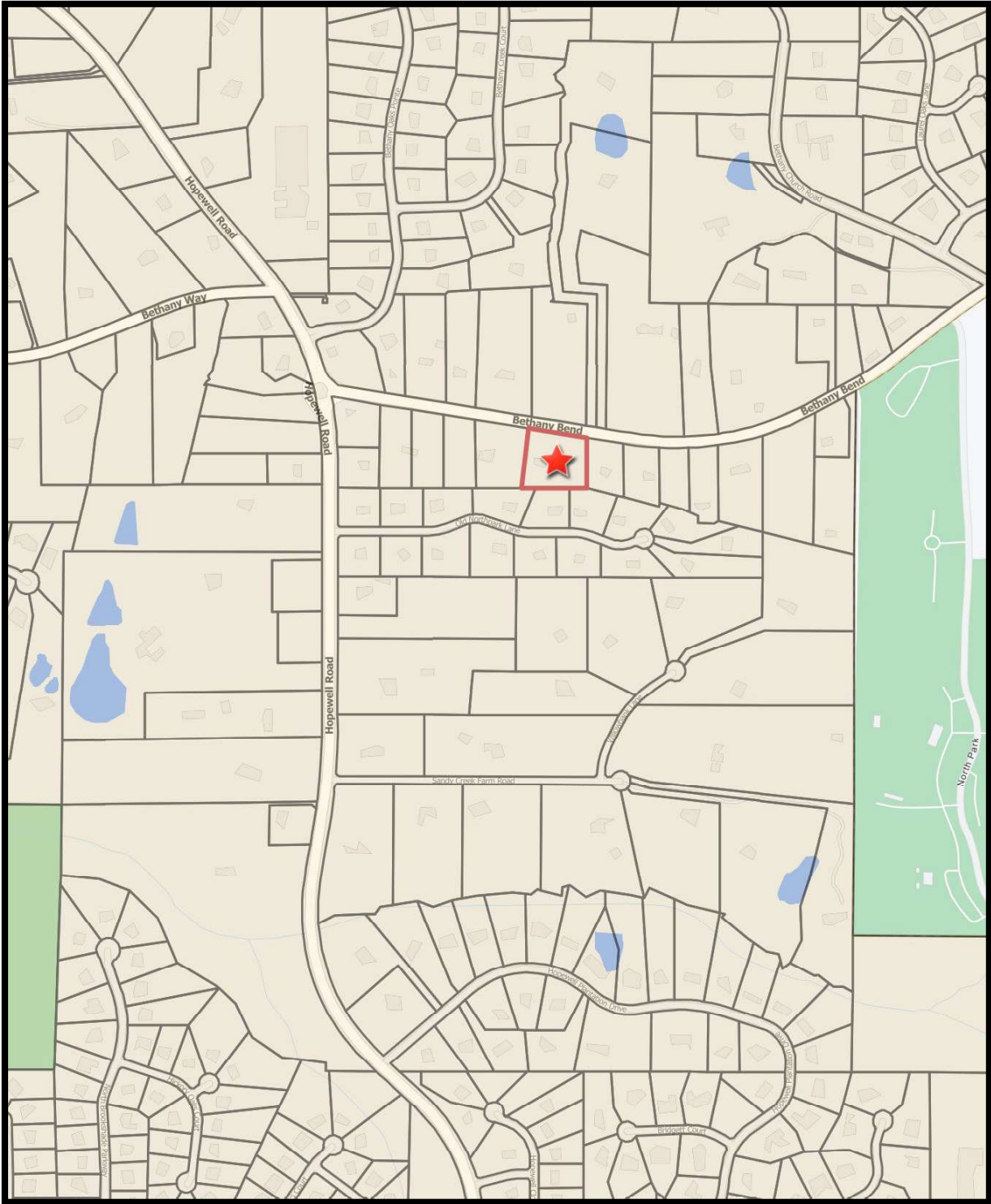
ATTACHMENTS:

Location map

Minor Plat



LOCATION MAP – 2395 Bethany Bend



THIS BLOCK RESERVED FOR THE CLERK
OF SUPERIOR COURT

MINOR PLAT PREPARED FOR:
2395 BETHANY BEND
LAND LOT 893, 2ND DISTRICT, 2ND SECTION
CITY OF MILTON
FULTON COUNTY, GEORGIA

[illegible][illegible]

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

[illegible]

MINOR SUBDIVISION PLAT APPROVAL

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF ALABAMA, CERTIFIES THAT THIS PLAT COMPLES WITH THE UNITED DEVELOPMENT CODE FOR THE CITY OF MONTGOMERY, ALABAMA AS AMENDED AND ANY APPLICABLE CONDITIONS OF ZONING.

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE

[illegible]

ZONING INFORMATION:

PROPERTY IS ZONED AG-1
AS PER SEC. 3.1.3 OF THE CITY OF MILTON UDC)

BUILDING SETBACKS:

MINIMUM FRONT: 60 FEET
MINIMUM SIDE: 25 FEET
MINIMUM REAR: 50 FEET

MINIMUM LOT AREA: 1.0 ACRE (PAVED ROAD)
MINIMUM HEATED FLOOR AREA: NONE
MINIMUM LOT FRONTAGE: 35 FEET
MINIMUM LOT WIDTH: 150 FEET

MINIMUM ALLOWABLE LOT COVERAGE: 20% OF TOTAL LOT AREA

MAXIMUM BUILDING HEIGHT PER SEC. 6.3.3.C OF THE CITY OF MILTON UDC:

1) THE MAXIMUM BUILDING HEIGHT IS TWO STORES WITH A MAXIMUM HEIGHT OF 28 FEET FROM AVERAGE FINISHED GRADE TO THE BOTTOM OF THE ROOF EAVE.

2) NOTWITHSTANDING THE HEIGHT LIMIT IN SUBPARAGRAPH 1. ABOVE, THE MAXIMUM SIGNAGE AS PUBLISHED SHALL BE AN AMOUNT BASED ON THE CALCULATIONS SHOWN IN THE ATTACHED SIGNAGE CALCULATION SHEET. HOWEVER, IN NO EVENT MAY THE HEIGHT BE INCREASED MORE THAN 8 FEET.

PLAT PURPOSE NOTE:
THE PURPOSE OF THIS PLAT IS TO SPLIT EXISTING PARCEL 222.493008930167 INTO TWO SMALLER PARCELS AND BUILD A NEW SINGLE FAMILY HOME IN CURRENT ZONING DISTRICT.

[illegible][illegible]

GENERAL NOTES:

1. TOTAL AVERAGE: 8741.51 SF = 2.072 AC
INCLUDED: LOT 1 (42349), 43.815 SF = 1.008 AC
LOT 2 (42349), 43.815 SF = 1.008 AC

2. TOTAL NUMBER OF LOTS: 2 LOTS
LOT NUMBERS: 1 AND 2

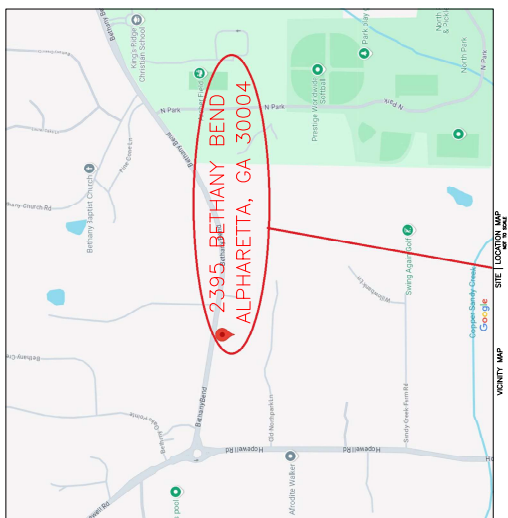
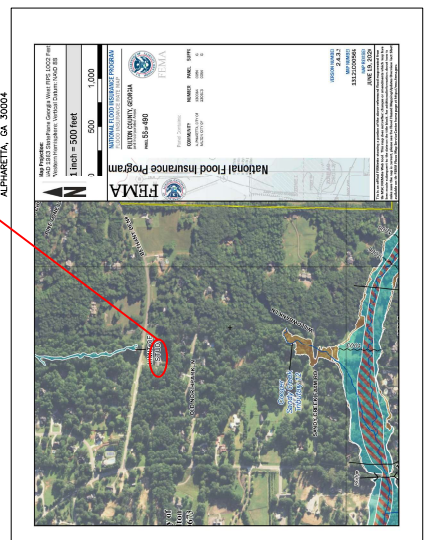
3. CURRENTLY, THE LOTS ARE USED FOR (SINGLE-FAMILY RESIDENTIAL)
PURPOSES. THE LOTS SHOW UP FOR "SINGLE-FAMILY USE ONLY."

4. WATER SERVICE PROVIDED BY FILTUN COUNTY;
SANITARY SEWER SERVICE/MASTERS: INDIVIDUAL PRIVATE
SEWER LINES; GAS SERVICE: INDIVIDUAL SYSTEM FOR EACH LOT;
GAS SERVICE: FILTUN COUNTY

[illegible][illegible]

SURVEY NOTES:

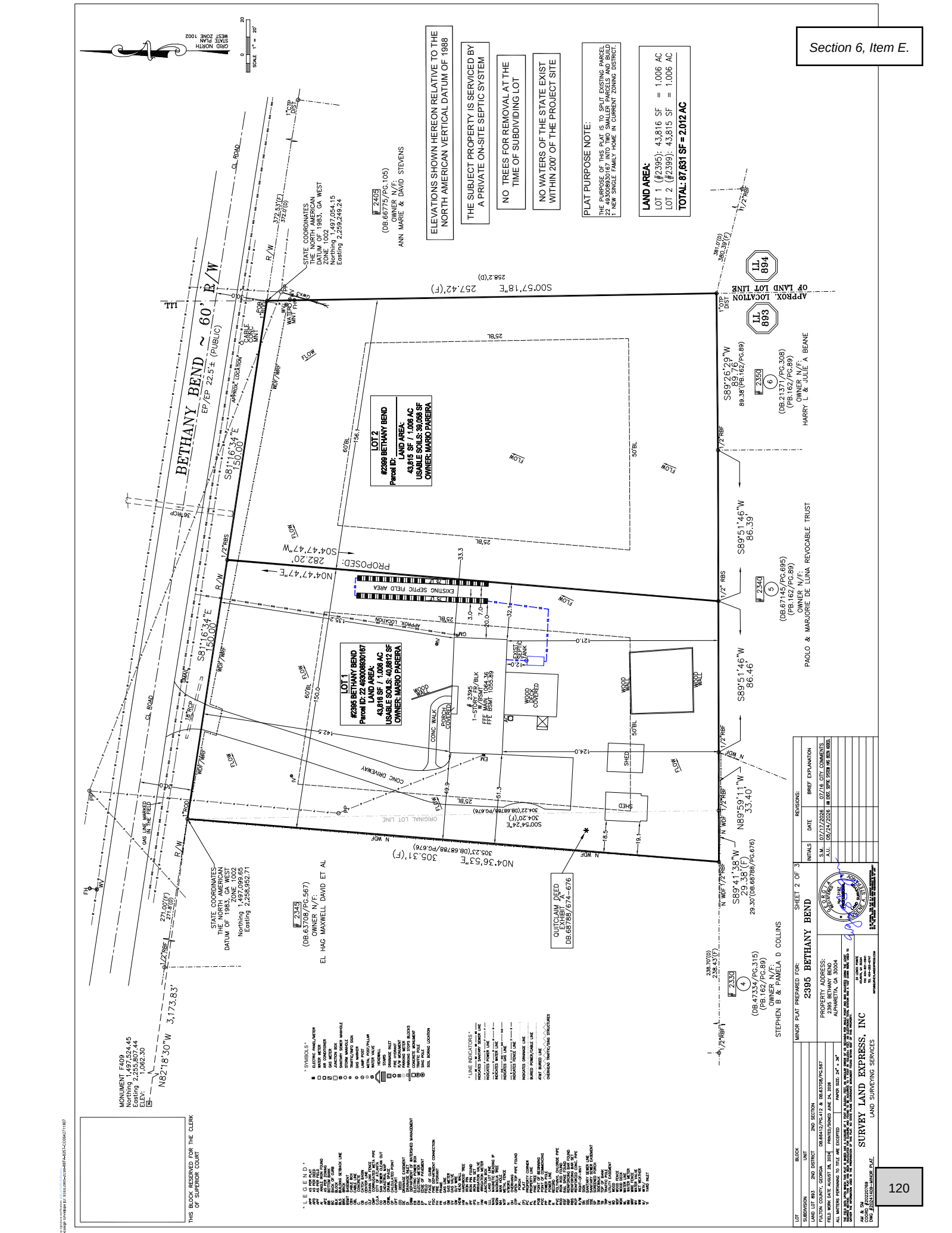
- [illegible]



CATION MAP
NOT TO SCALE

NAME, ADDRESS, AND PHONE NUMBER OF YOUR CONTACT PERSON	NAME, ADDRESS, AND PHONE NUMBER OF OWNER
MARIO PASIERA 2395 BETHAMT BLVD ALPHARETTA, GA 30004 CONTACT PERSON: MARIO PASIERA PHONE F: (678) 698-7791 EMAIL: MARIO.PASIERA@TANGRAM.COM	MARIO PASIERA 2395 BETHAMT BLVD ALPHARETTA, GA 30004 CONTACT PERSON: MARIO PASIERA PHONE F: (678) 698-7791 EMAIL: MARIO.PASIERA@TANGRAM.COM

NAME, ADDRESS, AND PHONE NUMBER OF OWNER:
MARIO PAREIRA
2395 BETHANY BEND
ALPHARETTA, GA 30004
CONTACT PERSON: MARIO PAREIRA
PHONE #: (678) 608-7891
EMAIL: MARIOPEREIRA@TANGMAIL.COM



ELEVATIONS SHOWN HEREON RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

THE SUBJECT PROPERTY IS SERVICED BY A PRIVATE ON-SITE SEPTIC SYSTEM

NO TREES FOR REMOVAL AT THE TIME OF SUBDIVIDING LOT

NO WATERS OF THE STATE EXIST WITHIN 200' OF THE PROJECT SITE

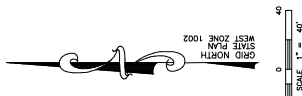
PLAT PURPOSE NOTE:
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE EXISTING PARCELS 22-49-000830167 INTO TWO SMALLER PARCELS AND BUILD 1 NEW SINGLE FAMILY HOME IN CURRENT ZONING DISTRICT.

LAND AREA:
LOT 1 (#2395): 43,816 SF = 1.006 AC
LOT 2 (#2399): 43,815 SF = 1.006 AC
TOTAL: 87,631 SF = 2.012 AC

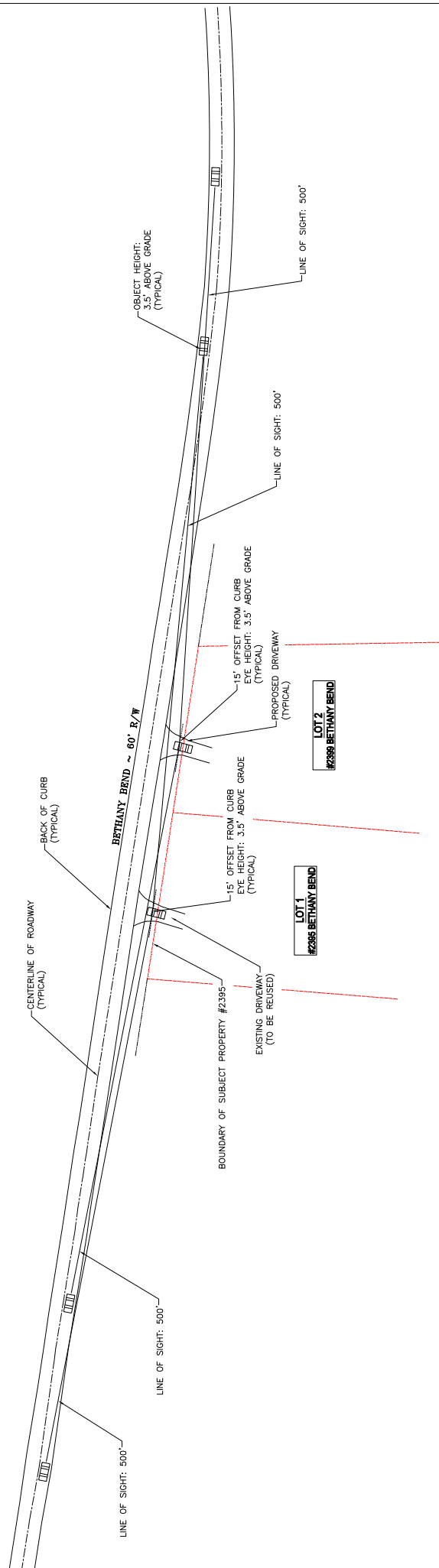
LOT			SUBDIVISION			REVISIONS		
LOT	BLK	UNIT	LOT	BLK	UNIT	INITIALS	DATE	BRIEF EXPLANATION
2395	BETHANY BEND							
PROPERTY ADDRESS: 2395 BETHANY BEND, ALPHARETTA, GA 30004								
SURVEY LAND EXPRESS, INC. LAND SURVEYING SERVICES								
NOTARY SEAL: Stephen B. & Pamela D. Collins, Surveyors								

SIGHT DISTANCE EXHIBIT

THIS BLOCK RESERVED FOR THE CLERK
OF SUPERIOR COURT



Section 6, Item E.

[illegible]



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular
DEPARTMENT:	Communications	<i>Greg Botelho</i>
SECTION OF AGENDA:	Reports & Presentations	November 2, 2026
AGENDA ITEM TITLE:	Proclamation Recognizing November 11 as Veterans Day and Honoring Brave Troops Who Have Selflessly Served Our Nation.	
STATEMENT OF PURPOSE:	This proclamation recognizes November 11, 2026, as Veterans Day in Milton while recognizing veterans' invaluable contributions and inviting them to the City's annual Veterans Breakfast.	
FINANCIAL IMPACT:	There is no financial impact	
RECOMMENDED ACTION:	Approve and authorize the Mayor to execute this proclamation recognizing Veterans Day, with the Mayor and Council joining local veterans for a photo afterward.	

EXECUTIVE SUMMARY:

The City of Milton has a long, proud tradition of honoring the noble men and women who have served, and who continue to serve, in the U.S. Army, Navy, Marines, Air Force, Space Force, and Coast Guard. These efforts include a City Council proclamation formally recognizing Veterans Day, as well as a special Veterans Breakfast that takes places around this time every year.

PURPOSE/BACKGROUND:

Veterans Day traces its origins to November 11, 1918, when an agreement ending World War I was signed on a railroad car in northern France. The following year, the U.S. government declared every November 11 as Armistice Day to mark this milestone moment. This later (in 1954) evolved into the Veterans Day we know today saluting all U.S. military service members over many generations involved in numerous conflicts all around the world. The City of Milton is appreciative and respectful of all that these troops have done for our community and for our nation. The proclamation being issued Monday is one way that we, as a City, formally express our gratitude for vets' service.

STAFF ANALYSIS:

The City of Milton has a longstanding tradition of honoring former and current military servicemembers around Veterans Day. This official proclamation is part of these efforts and should be continued.

REVIEWS & APPROVALS:

Financial Review: N/A

Legal Review: N/A

Concurrent Review: Steve Krokoff, City Manager *Steven Krokoff*
Steven Krokoff (Oct 29, 2026 07:54:23 EDT)

ATTACHMENT(S): Proclamation



Proclamation

Recognizing November 11 as Veterans Day and Honoring Brave Troops Who Have Selflessly Served Our Nation

- WHEREAS,** the City of Milton will host military veterans and their loved ones at a special breakfast on November 7, an annual effort to show our utmost appreciation and respect for these brave men and women who have served our nation so well; and
- WHEREAS,** honoring such noble veterans has been important to Milton since its inception, though the history of Veterans Day traces back generations before that; and
- WHEREAS,** an agreement signed on a northern France railroad car to end World War I on November 11, 1918, led the U.S. government to declare every November 11 as Armistice Day a year later; and
- WHEREAS,** this evolved in 1954 to become Veterans Day, becoming an annual opportunity to salute all who have been part of the American armed forces over several centuries and wars; and
- WHEREAS,** the honorees include all who have served and who continue to serve nobly in the Army, Navy, Marines, Air Force, Space Force, and Coast Guard; and
- WHEREAS,** we in Milton and nationwide can thank these selfless veterans for the rights, opportunities, and privileges we enjoy; and
- WHEREAS,** we look forward to saluting former and current former service members at the upcoming breakfast featuring retired Army Lt. Col Michael Mizell as keynote speaker, then taking November 11 to reflect on veterans' invaluable contributions to society.

Now, therefore, we — the Mayor and City Council of the City of Milton — recognize November 11, 2026, as Veterans Day in Milton while inviting current and former service members to attend our Veterans Breakfast.

Given under my hand and seal of the City of Milton, Georgia on this 2nd day of November 2026.

Peyton Jamison, Mayor



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular
DEPARTMENT:	Communications	<i>Greg Botelho</i>
SECTION OF AGENDA:	Reports & Presentations	October 27, 2026
AGENDA ITEM TITLE:	Proclamation Recognizing November 1 as Retired Educators Day and These Former Professionals' Contributions to Our Community	
STATEMENT OF PURPOSE:	This proclamation recognizes November 1 2026, as Retired Educators Day in Milton and shines a spotlight on the past, present, and future impact of these former teachers and school staff members.	
FINANCIAL IMPACT:	There is no financial impact	
RECOMMENDED ACTION:	Approve and authorize the Mayor to execute this proclamation recognizing Retired Educators Day, with the Mayor and Council joining local retired educators for a photo afterward.	

EXECUTIVE SUMMARY:

The City of Milton routinely shines a spotlight on groups and individuals who, in various ways, have made positive impacts on our community. Teachers and other school staff members certainly qualify in this regard having guided, instructed, mentored, and shaped millions of Georgia students over the years. This proclamation focuses on those who have retired from this calling, reflecting on the difference they have made in young peoples' lives as well as their continuing positive impacts on society. It formally recognizes November 1 as Retired Educators Day in Milton.

PURPOSE/BACKGROUND:

For 68 years, the Georgia Retired Educators Association has dedicated its efforts to showcasing and improving the welfare of former educators. This includes spearheading Retired Educators Day in Georgia, with the governor and many cities annually recognize. The City of Milton has done so in the past, and is proud to do so again at Monday's City Council meeting.

STAFF ANALYSIS:

The City of Milton is well served in issuing this proclamation in a show of support for retired educators and recognition of their invaluable impacts.

REVIEWS & APPROVALS:

Financial Review: N/A

Legal Review: N/A

Concurrent Review: Steve Krokoff, City Manager *Steven Krokoff*
Steven Krokoff (Oct 29, 2026 07:53:55 EDT)

ATTACHMENT(S): [Proclamation](#)



Proclamation

Recognizing November 1 as Retired Educators Day and These Former Professionals' Contributions to Our Community

- WHEREAS,** millions of young people around Georgia over the years have been guided, instructed, mentored, and shaped by dedicated teachers and other school staff members; and
- WHEREAS,** educators like these routinely have gone above-and-beyond for their students in and out of the classroom, paving the way for their long-term development and success; and
- WHEREAS,** their prized contributions merit appreciation and celebration at all times, especially during Georgia's Retired Educators Day taking place every year in November; and
- WHEREAS,** spearheaded by the Georgia Retired Educators Association, this is an annual opportunity to reflect on men and women who spent decades in school hallways and classrooms making a difference; and
- WHEREAS,** there are about 145,000 such professionals in Georgia alone who, even after their retirements, continue to make a positive impact on our communities in countless ways.

Now, therefore, we — the Mayor and City Council of the City of Milton — recognize November 1, 2026, as Retired Educators Day while lauding the past, present, and future contributions of these impressive individuals.

Given under my hand and seal of the City of Milton, Georgia on this 2nd day of November 2026.

Peyton Jamison, Mayor



AGENDA REPORT

MEETING DATE:	November 3, 2026	Regular <i>Robert Dell-Ross</i>
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Reports & Presentations	November 2, 2026
AGENDA ITEM TITLE:	Presentation – Update on Hopewell Road Traffic Calming	
STATEMENT OF PURPOSE:	The purpose of this item is to present a potential quick response project for Traffic Calming along Hopewell Road	
FINANCIAL IMPACT:	There is no financial impact for this presentation. If the project proceeds to construction, TSPLOST II funds for project string TS2-2515 can be utilized.	
RECOMMENDED ACTION:	Provide feedback for the Hopewell Road Traffic Calming project	

EXECUTIVE SUMMARY:

The current speed on Hopewell Road inside the City Limits of Milton is 45 mph. Once traffic crosses into the City Limits of Alpharetta, the speed limit drops to 35 MPH. There are currently existing sidewalks located along the frontage of both Vickery Crest and Hopewell Place subdivisions. The existing sidewalk connects to the sidewalk at the city line at Alpharetta. There is not a safe place to cross the roadway along this section of Hopewell Road to access both subdivisions.

The Local Road Safety Plan that was approved by Mayor and Council in 2022 identified this location along Hopewell Road as a potential location for traffic calming devices and pedestrian enhancements. The residents of Vickery Crest and Hopewell Place have submitted numerous requests for speed reduction and a place for pedestrians to safely cross Hopewell Road along this southern section of the City of Milton.

PURPOSE/BACKGROUND:

The residents from Vickery Crest and Hopewell Place Subdivisions reached out to the city of Milton in 2025 requesting speed reductions and the addition of a pedestrian crossing. The current posted speed of 45 MPH would not be able to be reduced without an engineering traffic study and working with GDOT through the state-required process for evaluating speed limits. The current studies show that the speeds are likely too high to receive GDOT approval for a speed limit reduction. The current studies show the 85% Percentile speed to be 48 MPH.

In addition, two cautionary electronic speed signs were added near the subdivision entrances to help alert drivers of their speed exceeding the speed limit. The city also was able to remove 2 large trees on ROW that blocked the sight line for oncoming traffic at the entrances. These initiatives have helped slow down traffic and increase safety at both subdivision entrances.

There have been 5 (five) documented crashes between 2015 to 2024. Three of these crashes were a minor injury and two were property damage only.



STAFF ANALYSIS:

The proposed traffic calming devices will help with a perceived narrowing of the roadway to vehicles and help reduce the existing speed along this section of Hopewell Road. The raised concrete median is proposed to be installed at 4 locations between the city of Alpharetta City Limit line and just north of Hopewell Place Drive. Stamped concrete medians would vary between 4' to 8' wide. At an additional cost, this portion of Hopewell Road could be restriped with narrower travel lanes which would increase the width of the medians and allow landscaping.

In addition, a Rectangular Rapid Flashing Beacon (RRFB) is proposed to be installed just south of the left turn lane off Hopewell Road onto Hopewell Place Drive. This location will provide enough separation between the Hopewell Place Drive and Southfield Lane to provide a safe pedestrian crossing with ample sight distance for both pedestrians and vehicles along Hopewell Road.

FINANCIAL IMPACT:

There is no financial impact for this presentation. If the project proceeds to construction, TSPLOST II funds for project string TS2-2515 can be utilized. Staff's estimate for construction cost is \$125,000-\$200,000 depending on whether landscaping is included.

ALTERNATIVES CONSIDERED:

Option 1: Authorize staff to proceed to construction plan development and prepare an Invitation to Bid.

Option 2: Defer authorization for further review of the scope and costs or evaluate another approach to providing potential traffic calming measures.

LEGAL AND REGULATORY CONSIDERATIONS:

There are no legal or regulatory considerations for this potential project in this presentation.

OPERATIONAL IMPACT:

If this project proceeds to construction plans and construction bidding, traffic control measures can be installed that will help slow down traffic along Hopewell Road. Upon installation additional engineering studies can be completed to potentially submit requests to GDOT to reduce the speed to 35 MPH along this section of Hopewell Road.

COMMUNITY/STAKEHOLDER IMPACT:

The installation of the traffic calming measures would help with speed reduction and the installation of the Rectangular Rapid Flashing Beacon (RRFB) would increase safety for pedestrians to cross Hopewell Road between the Vickery Crest and Hopewell Place subdivisions.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1, Goal #5: Implement transportation infrastructure that meets current needs, accounts for future growth, and allows residents to travel through Milton in a calm, safe, and efficient manner.

STAFF RECOMMENDATION:

Authorize staff to move forward with construction plan preparation.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – *Bernadette Harvill*

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP –

Concurrent Review: Steven Krokoff, City Manager *Steven Krokoff*

Steven Krokoff (408) 216-2104

ATTACHMENTS:



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular 
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	November 2, 2026
	Zoning Agenda	November 16, 2026
AGENDA ITEM TITLE:	RZ26-05 – Consideration of an Ordinance to Amend Article 2, General Provisions; Article 3, Agricultural Districts; Article 6, Special Purpose Districts; Article 8, Use Provisions; and Article 13, Definitions of the Unified Development Code.	
STATEMENT OF PURPOSE:	The purpose of this item is to amend the City’s Unified Development Code to better align lot creation with development intensity, preserve Milton’s rural character, and improve clarity and predictability for property owners and applicants.	
FINANCIAL IMPACT:	There is no direct financial impact on the City associated with adoption of the proposed text amendments.	
RECOMMENDED ACTION:	Approve an ordinance adopting the proposed amendments to the Unified Development Code as presented in Exhibit A.	

EXECUTIVE SUMMARY:

RZ26-05 addresses components of the City’s review of lot development standards, including portions of RZ26-03 deferred when the City Council approved the initial amendments on April 13, 2026. The proposal also includes related revisions to private swimming pool setbacks and previously adopted buildable area requirements.

The amendments would establish a conservation easement option for additional lot coverage; clarify natural area temporary construction setbacks and extend their application to development perimeters; increase setbacks for private swimming pools, equipment, and associated decks on certain lots; and establish a consistent minimum buildable area of 10,890 square feet for all AG-1 lots.

The Planning Commission unanimously recommended approval on October 14, 2026, with minor clarifying edits incorporated into Exhibit A.

PURPOSE/BACKGROUND:

In January 2026, the City enacted a moratorium following City Council direction to undertake a comprehensive review of small-lot development and applicable regulations. The review examined the relationship between lot creation, development intensity, and the City’s goal of preserving Milton’s rural character.

Staff evaluated historical development patterns and gathered community input through a stakeholder survey in early February and public input forums on February 25 and March 11, attended by 11 and five participants, respectively. This work informed proposed amendments to the Unified Development Code and Chapter 10, Buildings and Building Regulations, of the City Code.



On April 13, 2026, the Mayor and City Council approved the initial set of amendments and deferred other components for additional consideration. The attached AG-1 Code Amendments – Summary identifies all amendment categories presented in April 2026 and distinguishes the Phase 1 amendments approved at that time from the Phase 2 components identified for subsequent consideration.

RZ26-05 brings forward the lot coverage credit and natural area provisions, together with related swimming pool setback and buildable area amendments. The Agricultural Tract Exception remains under separate review as RZ26-06 and is not included in this proposal.

Two residents attended the August 25, 2026, Community Zoning Information Meeting to learn about the proposed amendments. No specific issues or requests concerning RZ26-05 were raised. At its special called hearing on October 14, 2026, the Planning Commission unanimously recommended approval with minor clarifying edits, which have been incorporated into Exhibit A.

STAFF ANALYSIS:

1. Lot Coverage Credit — Section 6.3.3.D

The proposed amendment would allow eligible lots in agricultural districts, R-1, R-2, and CUP that are subject to a 20 percent maximum lot coverage requirement to receive a five-percentage-point credit, allowing up to 25 percent lot coverage, through establishment of a conservation easement covering at least 10 percent of the lot.

The easement must be located within the buildable area and outside required setbacks, floodplains, wetlands, stream buffers, septic and reserve septic areas, and existing easements. Eligible areas may include natural vegetation, gardens, and cultivated crops. Impervious surfaces would be prohibited within the easement except for features determined by the Community Development Director to have historic or agricultural significance.

The easement would require Director approval and must be recorded before approval of any permit relying on the credit. Eligibility would be limited to lots that do not exceed 20 percent lot coverage at the time of application.

This option would provide additional development flexibility in exchange for permanent protection of an eligible portion of the property.

2. Natural Area Temporary Construction Setbacks — Section 3.1.10 and Article 13

The proposed amendments would clarify the natural area provisions approved on April 13, 2026, and establish a 20-foot temporary construction setback along development perimeter property lines that abut existing properties outside a subdivision or minor plat. A 20-foot public street frontage setback would also apply to lots created by minor plat that abut a public street.

These areas would preserve vegetation and rural viewsheds during land development and construction of the principal building. Structures, grading, stormwater facilities, septic systems, and other site improvements would generally be prohibited within the setback, subject to specified exceptions.

The Director could approve limited disturbance where necessary to allow reasonable use of a lot and where no feasible alternative exists. The provisions also address necessary driveway access, sight-distance clearing, utility crossings, perimeter fencing, and primary septic field lines, subject to applicable requirements and approvals. Additional planting could be required to maintain or enhance rural character.

The temporary construction setback would be excluded from usable area calculations during land development and principal structure construction. Upon issuance of a Certificate of Occupancy for the principal building, the temporary construction restrictions would end. Subsequent uses would remain subject to applicable setbacks, tree canopy requirements, permits, and other Code provisions.

3. Private Swimming Pool Setbacks — Section 8.8.19.B.2.b

The proposed amendment would increase the minimum setback for private swimming pools, pool equipment, and associated decks from 10 feet to 20 feet from all property lines on lots of one acre or larger within the Rural Milton Overlay.

The existing 10-foot setback would remain applicable to other lots, subject to additional district requirements. Pools, equipment, and decks would continue to be prohibited within required perimeter setbacks in applicable zoning districts.

The increased setback would provide greater separation between pool improvements and adjoining properties and support the preservation of natural areas and rural character.

4. Buildable Area — Section 2.1.1.A.3.d

The existing minimum buildable area requirement is tied to permitted lot coverage, causing the required area to increase with lot size. This can require a larger contiguous buildable area on larger properties even when a smaller area could accommodate the principal structure, access, and associated residential improvements.

The proposed amendment would replace that calculation with a minimum buildable area of 10,890 square feet for all AG-1 lots, regardless of lot size.

Other lot standards would remain applicable, including requirements for a contiguous and functional buildable area, at least 30,000 square feet of usable area in AG-1, and at least 50 percent of the total lot area outside the floodplain. This approach would provide flexibility for larger properties while retaining minimum standards for functional residential lots.

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:

Option 1: Adopt the proposed amendments.

Option 2: Adopt selected amendments or modify the proposal. This approach would allow individual components to proceed while others are refined or retained under existing regulations.

Option 3: Retain existing regulations. This approach would maintain current development standards.

LEGAL AND REGULATORY CONSIDERATIONS:

The ordinance would amend Articles 2, 3, 6, 8, and 13 of the Unified Development Code as presented in Exhibit A. The amendments establish development standards and approval criteria addressing lot coverage, natural areas, private swimming pool setbacks, and buildable area.

Conservation easements used to obtain a lot coverage credit would require recording before approval of a permit relying on that credit. The amendments would operate alongside other applicable Code requirements, including

tree canopy, permitting, floodplain, and septic approval requirements.

OPERATIONAL IMPACT:

Following the ordinance’s effective date, staff will incorporate the adopted standards into applicable plat, land development, and building permit reviews. Staff will update review procedures and provide guidance to applicants and contractors regarding conservation easement documentation, temporary construction setbacks, pool setbacks, and buildable area calculations.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments would provide clearer development standards for property owners, applicants, and neighboring residents. They would support preservation of rural viewsheds and vegetation during construction, increase separation between certain pool improvements and adjoining properties, and provide development flexibility through conservation easements and consistent AG-1 buildable area requirements.

The proposal was informed by stakeholder outreach and public input during the 2026 moratorium review, including a February stakeholder survey and public input forums on February 25 and March 11, 2026. Additional opportunities for public input were provided through the Community Zoning Information Meeting on August 25, 2026, and the Planning Commission public hearing on October 14, 2026.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #2, Continue Smart Land Planning to Keep Milton Unique.

STAFF RECOMMENDATION:

Approval of an Ordinance to amend the Unified Development Code as proposed in Exhibit A.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 14, 2026

Concurrent Review: Steven Krokoff, City Manager *Steven Krokoff*
Steven Krokoff (Oct 29, 2026 07:53:27 EDT)

ATTACHMENTS:

Ordinance

Exhibit A

AG-1 Code Amendments – Summary

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO.
RZ26-05

AN ORDINANCE TO AMEND ARTICLE 2 (GENERAL PROVISIONS), ARTICLE 3 (AGRICULTURAL DISTRICTS), ARTICLE 6 (SPECIAL PURPOSE DISTRICTS), ARTICLE 8 (USE PROVISIONS), AND ARTICLE 13 (DEFINITIONS) OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA

BE IT ORDAINED by the City Council of the City of Milton, GA while in a regularly called council meeting on November 16, 2026, at 6:00 p.m. as follows:

SECTION 1. That the Unified Development Code for the City of Milton, Georgia is hereby amended as shown in Exhibit "A", attached hereto and incorporated as if fully set forth herein; and

SECTION 2. That the amendments to Articles 2 (General Provisions), Article 3 (Agricultural Districts), Article 6 (Special Purpose Districts), Article 8 (Use Provisions), and Article 13 (Definitions) of the Unified Development Code for the City of Milton, Georgia as shown in Exhibit "A" are hereby adopted and approved; and

SECTION 3. That all ordinances, parts of ordinances, and regulations in conflict herewith are repealed; and

SECTION 4. That this Ordinance shall become effective upon its adoption.

ORDAINED this the 16TH day of November, 2026.

Peyton Jamison, Mayor

Attest:

Tammy Lowit, City Clerk

Unified Development Code 6.3.3. - Single-Family Standards**D. Lot Coverage**

1. Lot coverage for each individual lot zoned any agricultural district, R-1, R-2, or CUP must not exceed:
 - a. 25% for lots that front on private streets and do not have any property lines adjacent to a public street.
 - b. 20% for lots that have any property lines adjacent to a public street and are less than three (3) acres in size.
 - c. 25% for lots that are three (3) acres or greater in size regardless of public street adjacency.
2. Lots subject to the twenty percent (20%) maximum lot coverage requirement within any Agricultural District, R-1, R-2, or CUP may be eligible for a five percentage point lot coverage credit, for a total maximum lot coverage of twenty-five percent (25%), when the property, in its existing or proposed configuration, includes a conservation easement covering a minimum of ten percent (10%) of the total lot area, subject to approval by the Community Development Director based on the following:
 - a. The conservation easement used for the lot coverage credit shall:
 1. Be located within the buildable area of the lot and outside of required setbacks, floodplains, wetlands, stream buffers, septic and reserve septic areas, and existing easements;
 2. Consist of existing and/or proposed trees, shrubs, grass, other natural vegetation, or areas maintained for gardening or the cultivation of crops; and
 3. Contain no man-made impervious surfaces, except for existing or proposed features determined by the Community Development Director to have historic or agricultural significance.
 - b. The conservation easement shall be recorded with the Fulton County Superior Court prior to approval of any permit relying on the lot coverage credit.
 - c. Eligible lots shall be limited to lots that do not exceed twenty percent (20%) lot coverage at the time of application.

Unified Development Code 3.1.10 Natural Area**3.1.10 Natural Area Temporary Construction Setback**

A natural area temporary construction setback shall be required where the conditions below apply in conjunction with the creation of new lots through subdivision or minor plat approval.

A. General Standards

1. The natural area temporary construction setback where required shall be maintained in a natural undisturbed condition. in the following situations:
 - a. Applicability
 - i. Public Street Frontage Buffer applies to lots created by minor plat with a property line that abuts frontage on a public street; and/or
 - ii. Perimeter Buffer applies to lots with a property line that forms the perimeter of the development and abuts an existing property outside of the subdivision or minor plat.

The intent of this section is to preserve perimeter vegetation, maintain rural viewsheds, and provide a transitional buffer while allowing future use by property owners.

2. New structures, grading, stormwater facilities, septic systems, and other site improvements shall not be permitted within the natural area temporary construction setback except as expressly authorized in this section.
3. Where application of this Section would preclude reasonable use of the lot, the Director may approve limited disturbance within the natural area temporary construction setback, provided the applicant demonstrates that no feasible alternative exists outside of the setback. Any such approval shall be the minimum necessary to allow reasonable use and shall be consistent with the intent of this Section to preserve perimeter vegetation and rural character. Lot layout should avoid reliance on this provision to the maximum extent practicable.
4. Where primary septic field lines are demonstrated to be infeasible outside of the setback area, the Director may approve limited disturbance within the setback, subject to Fulton County Health Department approval. Lot layout should avoid reliance on this provision to the maximum extent practicable.
5. Where driveway access to the principal structure cannot be reasonably achieved outside of the natural area temporary construction setback, the Director may approve a limited driveway crossing or encroachment into the setback. Such encroachment shall be limited to the minimum extent necessary and designed to minimize disturbance.

6. Perimeter fencing and utility crossings perpendicular to the setback may be permitted.
7. Natural Area Transition to Usable Area
For purposes of demonstrating compliance with usable area requirements at the time of land development and principal structure construction, areas designated as a natural area temporary construction setback shall be excluded from the calculation of usable area.

Upon issuance of a Certificate of Occupancy for the principal structure, the natural area temporary construction setback shall no longer be subject to the construction restrictions of this Section and, such areas may be used for otherwise permitted activities, subject to compliance with tree canopy requirements, applicable permits (including tree removal permits), and all other provisions of this Code.

8. All setbacks shall be measured perpendicularly from the applicable property line.

B. ~~Minor Plat Road~~Public Street Frontage Buffer

Where a minor plat creates lot(s) that abut a public street:

1. A twenty (20) foot natural area temporary construction setback shall be provided along the lot frontage, measured from the boundary of the public street right-of-way, Milton Trail easement, or sidewalk easement, whichever results in the greater setback from the roadway is more restrictive.
2. The setback may consist of existing vegetation, open areas, rural landscape conditions, and existing equestrian or agricultural uses consistent with the rural character of the roadway. ~~This viewshed~~The frontage buffer area may be required to be enhanced with additional planting where necessary as determined by the Director, to maintain or enhance the rural character and viewshed of the roadway.
3. A construction disturbance area not to exceed fifty (50) feet in width, measured ~~parallel~~perpendicular to the lot frontage, may be permitted within the frontage to allow for access, grading, utility installation, and connection to the buildable area of the lot, provided that disturbance within the public street frontage buffer natural area temporary setback is limited to the minimum necessary.
4. Limited clearing for driveway sight distance shall be permitted.

C. Perimeter Buffer

Where new lots are created through subdivision or minor plat:

1. A twenty (20) foot natural area temporary construction setback shall be provided along any property line that forms the perimeter of the development and abuts an existing property outside of the subdivision or minor plat.

2. The setback may consist of existing vegetation, open areas, rural landscape conditions, and existing equestrian or agricultural uses consistent with the character area. This perimeter may be required to be enhanced with additional planting where necessary as determined by the Director, to maintain or enhance the rural character and provide a transitional buffer.

Unified Development Code Article 13. Definitions

Natural Area Temporary Construction Setback. An area within a required setback or buffer established pursuant to Sec. 3.1.10 that shall be maintained in a natural condition, particularly during construction of the principal structure.

Prior to and during construction, the natural area shall function as a temporary construction setback in which land disturbance is prohibited, except as otherwise authorized.

Following issuance of a Certificate of Occupancy, the natural area may be used in accordance with this Code, subject to applicable tree canopy requirements and any required permits.

The natural area is intended to preserve rural character, maintain tree canopy, and provide visual separation for new construction.

Unified Development Code 8.8 – Accessory Uses**8.8.19. Swimming Pool, Private****B. Use Standards****1. All Swimming Pools**

All swimming pools must be completely surrounded by a barrier as required by the latest adopted version of the International Swimming Pool and Spa Code (ISPSC) Section 305. The enclosure must be in place before pool completion. Materials and construction must comply when applicable with the regulations administered by the Fulton County Health Department.

2. Single-Family

- a. Swimming pools are allowed in side and rear yards of single-family dwellings in any district. In addition, swimming pools may also be allowed at the back of the house on a double frontage single-family residential lot. In a flag lot, a swimming pool is allowed in the front yard, provided such alternative location is approved by the Director, who may approve the location if the purpose of the UDC is maintained with the proposed location.
- b. Pools, pool equipment, and their decks must be at least 10 feet from all property lines. The following additional requirements shall apply:
 - i. On lots one (1) acre or larger within the Rural Milton Overlay, pools, pool equipment and their decks shall be located at least twenty (20) feet from all property lines.
 - ii. In zoning districts with required perimeter setbacks, including NUP and TR, pools, pool equipment, and their decks shall not be located within those setbacks.
- c. The barrier must not be located more than 150 feet from the water's edge of the pool.

Unified Development Code 2.1.1. Lots**A. General**

1. Structures must only be erected and uses must only be established upon a single lot that meets or exceeds the requirements of this UDC or conditions of zoning, whichever is more restrictive.
2. Regardless of the minimum requirements of the zoning district, no plat creating a single-family residential lot shall be approved unless each proposed lot contains:
 - a. buildable area that is sufficient to accommodate a principal structure and associated residential use; and
 - b. a usable area sufficient to support the full functional residential use of the lot without reliance on variances or encroachment into constrained areas.

In addition, a minimum of 50% of the total lot area shall be located outside the floodplain for each lot. [See Figure 2.1.1.A.1.](#)

3. The required buildable area shall:

- a. be contiguous and of sufficient size, shape, and configuration to accommodate:
 - i. a building envelope meeting the minimum heated floor area required by the zoning district, or where no such minimum heated floor area requirement exists, the minimum building envelope shall be thirty-five (35) feet by thirty-five (35) feet. [See Figure 2.1.1.A.2.](#)
 - ii. vehicular access to the principal structure or to a location on the lot reasonably serving the principal structure; and
 - iii. customary residential improvements directly associated with the principal structure;
- b. be located in accordance with the definition of Buildable Area in Article 13;
- c. not include separate areas connected only by narrow strips, access corridors, or other portions of the lot that do not function as part of a cohesive single family residential lot;
- d. ~~In be at least ten thousand eight hundred ninety (10,890) square feet for all lots in the AG-1 zoning district, be equal to or greater than the maximum permitted lot coverage for the lot.~~ [See Figure 2.1.1.A.2.](#)

4. The required usable area shall:

- a. include or accommodate the required buildable area;
- b. be contiguous and arranged to support the full functional use of the lot for residential use, consistent with the definition of Usable Area in Article 13;

- c. be configured to avoid fragmentation of the lot into isolated, irregular, or nonfunctional residual areas;
- d. exclude areas constrained by limitations on use, including but not limited to those identified in the definition of Usable Area and Constrained Land in Article 13;
- e. be capable of reasonably supporting development of the lot in a manner consistent with the intent of the zoning district; and
- f. In the AG-1 zoning district, contain no less than thirty thousand (30,000) square feet of usable area. [See Figure 2.1.1.A.2.](#)
- g. For purposes of demonstrating compliance with usable area requirements at the time of land development and principal structure construction, any area designated as a required natural area pursuant to this Code and functioning as a temporary construction setback, shall be excluded from the calculation of usable area.

Upon issuance of a Certificate of Occupancy, the temporary construction setback shall no longer apply, and standard setback requirements shall apply.

5. Lots that cannot accommodate the required buildable area without encroachment into required setbacks and usable area without encroachment into required buffers, or floodplain shall not be approved.

Figure 2.1.1. A.1

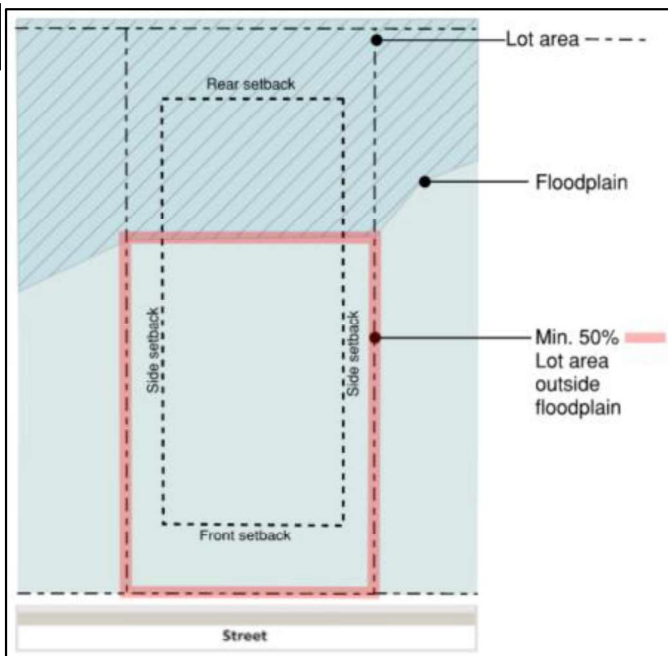
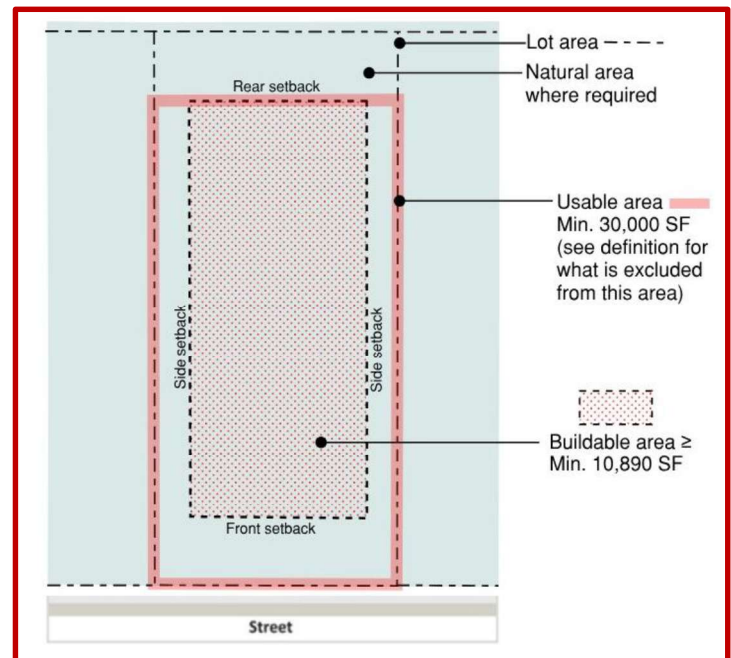
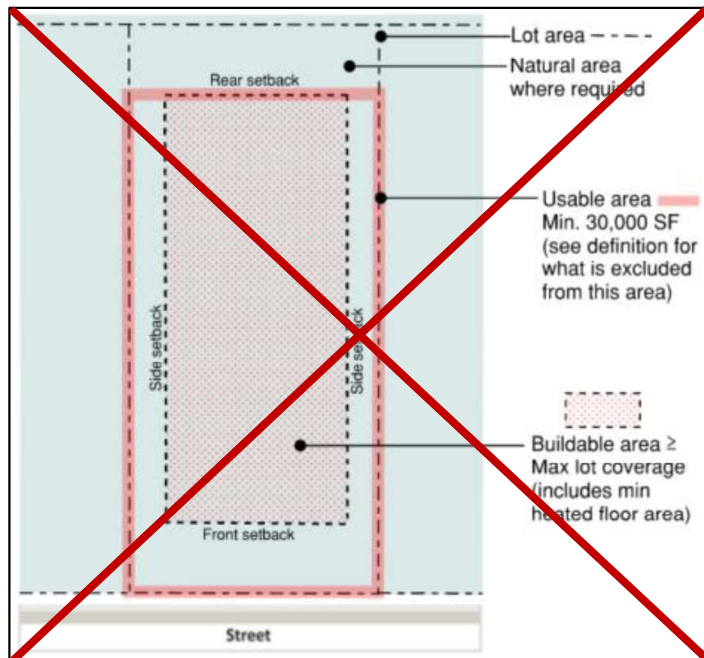


Figure 2.1.1.A.2





AG-1 Code Amendments – Summary

1. Lot Coverage

- 1.1 Clarifies what counts toward lot coverage (Article 13 – Definitions)
- 1.2 Adjustments to lot coverage (Sec. 6.3.3)
 - 20% max for lots adjacent to a public street
 - 25% max for lots ≥ 3 acres
- 1.3 Incentive for adjacent to public street may request +5% ag use area incentive with BZA approval (Sec. 6.3.3)
- Part of 5.1 All plats must show max lot coverage (Sec. 12.6.2)

2. Building / Usable Area

Ensures lots are sized to be functional

Modifies buildable area definition (Article 13)

- Requires minimum buildable area equal to max lot coverage (Sec. 2.1.1)

Adds usable area definition (Article 13)

- Minimum usable area of 30,000 SF (Sec. 2.1.1)

3. Natural Area

Requires natural, undisturbed temporary setback areas and limits disturbance during construction (with minor exceptions) while allowing future use after construction (Article 13 & Sec. 3.1.10)

- 3.1 Applies to minor plat street frontage
 - Preserves viewsheds
- 3.2 Applies to rear-to-rear and rear-to-side adjacencies
 - Preserves backyard privacy
- 3.3 Applies to side-to-rear adjacencies
 - Preserves back/side yard privacy

4. Minor Plat Provisions

- 4.1 Clarifies minor plats not subject to prelim plat or Planning Commission review (Sec. 12.6.3)
- 4.2 Adds requirement to submit health dept plans with section that requires certification of approval (Sec. 12.6.2)
- 4.3 As-built on shared infrastructure (Sec. 12.6.2)

● Phase 1 – Priority (Adopted April 2026)

5. As-Built Requirements

- 5.1 Updates various sections to include require as-built at CO for main structure when > 10% lot coverage (Sec. 12.6.2, 12.6.4, Building 10-94)
 - Verifies lot coverage compliance and remaining coverage
- 5.2 Requires foundation survey near setbacks/buffers or near max coverage (Building 10-93)

6. Agricultural Tract Exception

Allows limited subdivision while preserving large tracts, works alongside CUVA as similar intent

- Adds definition (Article 13) and process (Sec. 12.6.2.H)
- Allowed to use driveway, modified (Article 13)
- Allows 25% max lot coverage (6.3.3)

7. Cash Bonds

Updates development bond requirements as financial best practice

- Cash bonds allowed for projects < \$250K and <18 months, projects exceeding require surety bonds, where cash bond time extends beyond 18 months must convert to surety bonds and update amount (Sec. 11.4.3.A & 12.6.4.A)
- Maintenance bonds must be surety (Sec. 12.6.4.A)

8. Lake Lots

Updates for lot lines and common area (Sec. 10.3.5)

- Lots must extend to common area, not centerline of common area

Other (cleanup while making edits)

Part of 4.1 Confirms lot line adjustments and lot reductions after preliminary plat do not require new PC review (Sec. 12.6.3)

● Phase 2 – More Complex (Future Consideration)



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular 
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	November 2, 2026
	Zoning Agenda	November 16, 2026
AGENDA ITEM TITLE:	U26-01 – Consideration of a Use Permit Request by Ragin & Associates, Juan Ragin, for an Event Facility at 631 North Main Street, Suite 207, Zoned T5 within the Deerfield Form Based Code, Pursuant to Section 8.5.6.B of the Unified Development Code, within an Existing 1,625-Square-Foot Tenant Space for a Maximum of 90 Attendees.	
STATEMENT OF PURPOSE:	The purpose of this item is to consider a use permit request to operate an indoor event facility within an existing commercial building at 631 North Main Street, Suite 207, subject to conditions addressing the size, attendance, hours, and manner of operation.	
FINANCIAL IMPACT:	The proposed business would be subject to applicable occupational tax and business licensing requirements. Additional alcohol licensing and permitting fees may apply if alcohol service is proposed and separately approved.	
RECOMMENDED ACTION:	Approve U26-01 for an Event Facility at 631 North Main Street, Suite 207, subject to the conditions in Exhibit B.	

EXECUTIVE SUMMARY:

Juan Ragin, representing Ragin & Associates, requests a use permit to operate an Event Facility within a 1,625-square-foot second-floor tenant space in an existing two-story, approximately 38,000-square-foot commercial building at 631 North Main Street. The property is zoned T5 within the Deerfield Form Based Code.

The proposed indoor facility would accommodate corporate meetings, banquets, community gatherings, and private social events, with a maximum of 90 attendees. Proposed operating hours are Sunday through Thursday, 7 a.m. to 10 p.m., and Friday and Saturday, 7 a.m. to 11 p.m.

Staff recommends approval subject to Exhibit B. The Planning Commission unanimously recommended approval as presented by staff on October 14, 2026. Before the proposed use may occupy the suite, the applicant must obtain an updated Certificate of Occupancy and all other required approvals. The approved attendance limit would remain subject to any lower occupancy restriction established through applicable building and fire requirements.

PURPOSE/BACKGROUND:

The subject property is an approximately 3.97-acre developed commercial site at 631 North Main Street. The proposed event facility would occupy Suite 207 on the second floor of the existing commercial building. The request does not propose new building construction or exterior site improvements.



The applicant's July 14, 2026, Letter of Intent describes a multipurpose indoor venue for private and social gatherings. The applicant states that the facility would not operate as a nightclub or late-night bar.

An Event Facility requires a use permit under Section 8.5.6.B of the Unified Development Code. Staff reviewed the application, site plan received July 17, 2026, proposed operations, departmental comments, and applicable use permit considerations.

The applicant attended the August 25, 2026, Community Zoning Information Meeting; no members of the public attended regarding this item. The Design Review Board expressed support during its September 1, 2026, courtesy review. The applicant also held a public participation meeting on September 17, 2026, with no public attendance or feedback reported. On October 14, 2026, the Planning Commission unanimously recommended approval with the conditions presented by staff.

STAFF ANALYSIS:

Land Use Compatibility

Staff finds the proposed indoor event facility consistent with the property's T5 designation and compatible with the surrounding mix of commercial, office, service, and residential uses. The facility would occupy an existing commercial tenant space, with conditions limiting its size, attendance, and operating hours.

Site Access and Parking

The site has existing vehicular access from North Main Street and established pedestrian connections. Staff anticipates minimal effects on traffic along adjoining streets. The staff report identifies 168 off-street parking spaces serving the approximately 38,000-square-foot building, excluding the two outparcels fronting North Main Street. Using the parking standard identified in the report of 3.5 spaces per 1,000 square feet, 133 spaces are required. Staff finds the existing parking supply sufficient to accommodate the proposed use.

Environmental and Exterior Improvements

The proposed use would be contained within the existing building. No land clearing, tree removal, exterior structural changes, or new outdoor lighting is proposed. Staff identified no additional tree or open space requirements associated with the request.

Hours and Manner of Operation

The proposed conditions would limit the facility to 1,625 square feet and a maximum of 90 attendees at any one time. Operating hours would be limited to:

- Sunday through Thursday: 7 a.m. to 10 p.m.
- Friday and Saturday: 7 a.m. to 11 p.m.

Applicable use standards also limit deliveries to 7:30 a.m. through 7:30 p.m. daily and allow amplified sound only within a fully enclosed structure.

Although the applicant's Letter of Intent references 95 attendees, the application was advertised for 90 attendees. Staff's recommendation and the proposed conditions use the 90-attendee limit.

Building, Fire, and Other Approvals

The Fire Marshal requires an updated Certificate of Occupancy before the suite may be occupied for the proposed

event facility use. Review will address the assembly occupancy, applicable life safety requirements, clearance, and unobstructed egress. Final approval is contingent upon a satisfactory field inspection. The use permit would not supersede applicable occupancy limits or authorize alcohol service. The applicant must obtain all other required approvals, including alcohol licensing and Fulton County Health Department approvals, if applicable.

Conditions of Approval

Exhibit B establishes restrictions on the approved use, tenant area, operating hours, and attendance. It also requires substantial compliance with the submitted site plan, compliance with applicable City regulations, and completion of required approvals before occupancy. Based on the analysis in the attached staff report, staff recommends approval subject to these conditions.

FINANCIAL IMPACT:

The proposed business would be subject to applicable occupational tax and business licensing requirements. Additional alcohol licensing and permitting fees may apply if alcohol service is proposed and separately approved.

ALTERNATIVES CONSIDERED:

Option 1: Approve the use permit with the proposed conditions. Staff recommends this approach based on the proposed use's compatibility with the area, existing site infrastructure, and conditions addressing facility operations.

Option 2: Approve the use permit with modified conditions. This approach would allow the use while adjusting specific operating restrictions or requirements to address concerns identified during Council's review.

Option 3: Retain the property's existing use permissions without approving the requested Event Facility. This approach would leave other permitted uses available but would not authorize the proposed event facility.

LEGAL AND REGULATORY CONSIDERATIONS:

The request is for a use permit under Section 8.5.6.B of the Unified Development Code. The attached staff report evaluates the applicable use standards and use permit considerations.

If approved, the facility must comply with the ordinance, conditions in Exhibit B, applicable building and fire requirements, and all other required licenses and permits. Use permit approval would not replace the updated Certificate of Occupancy or other approvals required to begin operations.

OPERATIONAL IMPACT:

If approved, staff will review the tenant space for the proposed use and verify compliance with applicable conditions before issuance of an updated Certificate of Occupancy. Ongoing operations would be subject to the approved attendance limit, hours, applicable use standards, and other City regulations.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed facility would provide an indoor venue for meetings, celebrations, and community gatherings within an existing commercial development. Conditions limiting attendance and operating hours would establish expectations for the operator, neighboring businesses, and nearby residents.

Public input opportunities included the August 25, 2026, Community Zoning Information Meeting, the applicant's September 17, 2026, public participation meeting, and the October 14, 2026, Planning Commission hearing. No

public attendance regarding this item was reported at the CZIM or applicant's meeting, and the applicant receiving no feedback from interested residents.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #2, Continue Smart Land Planning to Keep Milton Unique.

STAFF RECOMMENDATION:

Approval of U26-01 for an Event Facility at 631 North Main Street, Suite 207, subject to the conditions in Exhibit B.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 23, 2026

Concurrent Review: Steven Krokoff, City Manager 
Steven Krokoff (Oct 29, 2026 07:52:11 EDT)

ATTACHMENTS:

U26-01 Staff Report

Ordinance

Exhibit A – Legal Description

Exhibit B – Conditions of Approval

PROPERTY INFORMATION

ADDRESS	631 North Main Street – Suite 207
DISTRICT, LAND LOTS	22, 1123
EXISTING ZONING	T5 – Deerfield Form Based Code
PROPOSED USE PERMIT	Event Facility (Sec. 8.5.6.B of the UDC)
ACRES	3.97 acres
EXISTING USE	Shopping Center
PROPOSED USE	Event Facility

PETITIONER Juan Ragin, Ragin & Associates

OWNER Tony Soufastai

INTENT

Request for a Use Permit to allow an Event Facility (Sec. 8.5.6.B of the UDC) within a 1,625 square-foot tenant space, in an existing two-story 38,000 square foot commercial building, to accommodate a maximum of 90 attendees (631 N. Main St. within Suite 207).

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION – October 14, 2026

U26-01- APPROVAL CONDITIONAL

PLANNING COMMISSION RECOMMENDATION – October 14, 2026

U26-01- APPROVAL CONDITIONAL AS PRESENTED BY STAFF

LOCATION MAP

Section 8, Item B.



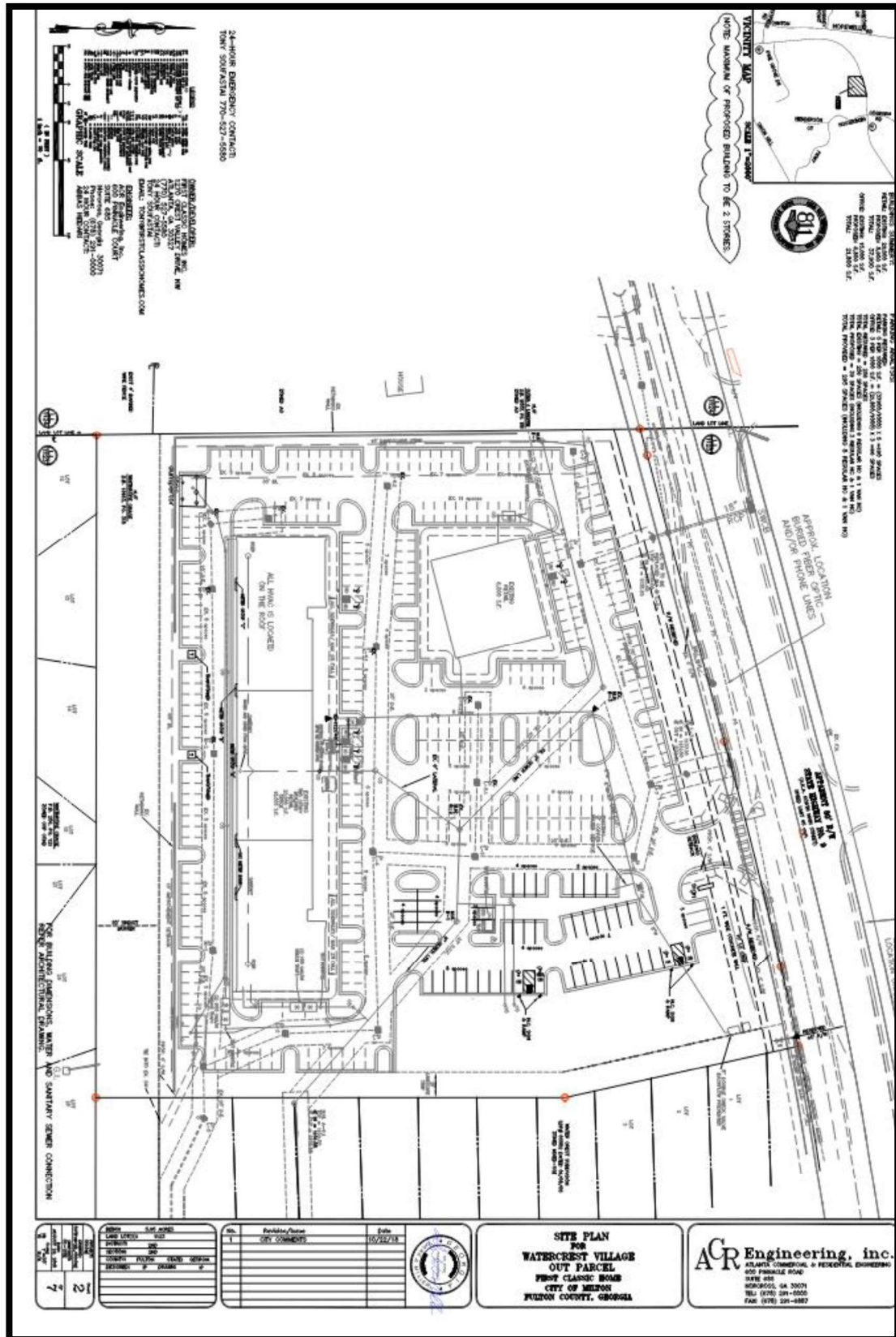
Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026
(First Presentation on November 2, 2026).

CURRENT ZONING / 2040 FUTURE LAND USE PLAN MAP



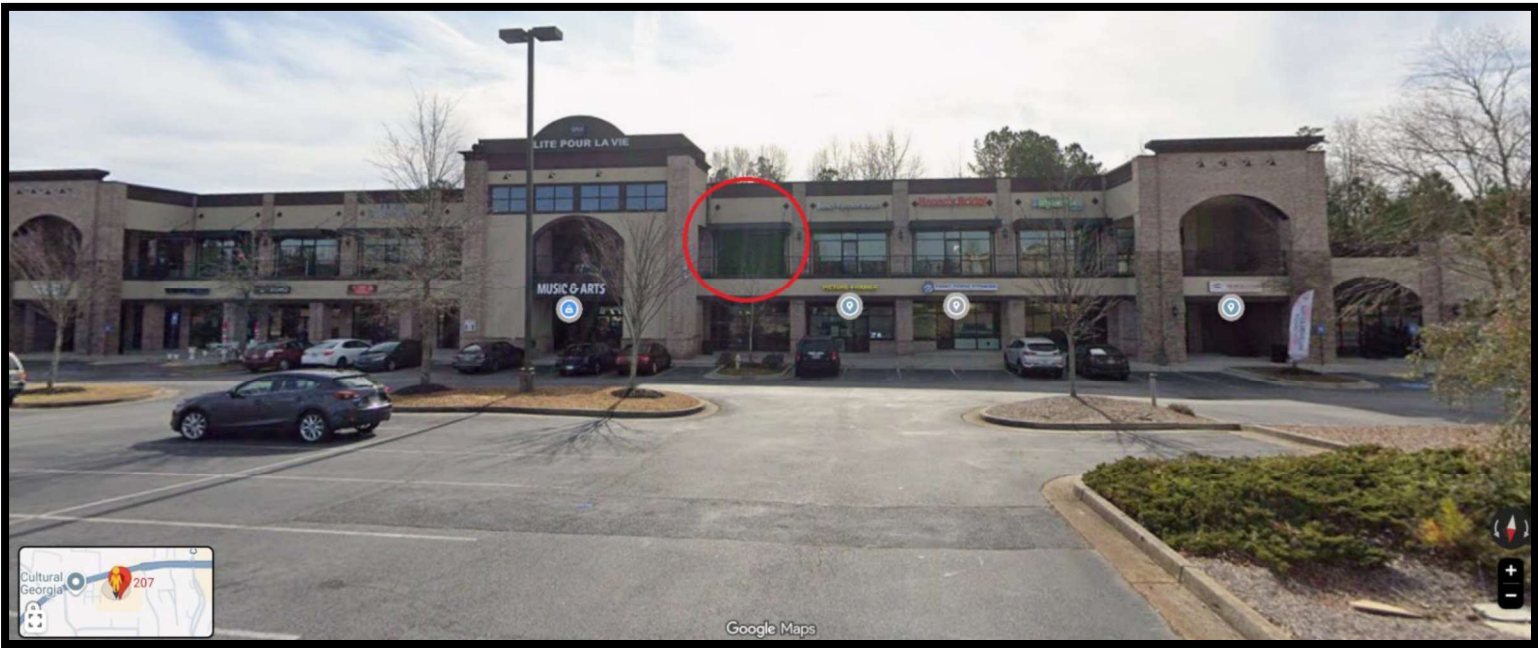
Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026
(First Presentation on November 2, 2026).

SITE PLAN SUBMITTED ON JULY 17, 2026



Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026
(First Presentation on November 2, 2026).

SUBJECT SITE (Second Floor, Suite 207)



SUBJECT SITE:

The subject site is located within an existing commercial building on 3.97 acres on the south side of N. Main Street known as Watercrest Village. It is currently zoned T5 within the Deerfield Form Based Code.

According to the applicant's Letter of Intent dated July 14, 2026, the applicant requests a Use Permit to operate an Event Facility (Sec 8.5.6.B) for up to 95 attendees within a 1,625-square-foot tenant space on the second floor of the existing two-story commercial building. However, the request was modified and advertised for a maximum of 90 attendees, and the proposed conditions of approval limit attendance to 90 at any one time.

The applicant plans to open a multi-purpose indoor event space to host a variety of private and semi-private gatherings. These include, but are not limited to, corporate meetings, banquets, community gatherings, and private social events. The space will not operate like a nightclub or late-night bar.

SITE PLAN ANALYSIS

Based on the applicant's site plan submitted on July 17, 2026, the Community Development Department offers the following considerations:

DEVELOPMENT STANDARDS – T5 – Deerfield Form Based Code

This building was constructed prior to the incorporation of the City in December of 2006 and was developed on the previously zoned MIX (Mixed Use) Zoning District. In 2013, the City adopted the Deerfield Form Based Code and designated this parcel as T5. To the extent that lawfully established features of the existing building and site do not meet current development standards, those features are considered legal non-conforming development.

DEVELOPMENT STANDARDS – Assembly Hall, Indoor Auditorium Use Permit - Sec. 8.5.6.B

REQUIREMENTS	COMPLIANCE
(a) Assembly Hall, Indoor Auditorium in the Deerfield Form-Based Code shall only be permitted subject to the issuance of a use permit	Yes, the property is within the Deerfield Form Based Code and requires a Use Permit within the T5 Transect Zone.
(b) Standards	
(1) Days and Hours of Operations shall be limited to the following: i. Sunday through Thursday, 7 a.m. to 10 p.m. ii. Friday and Saturday, 7 a.m. to 11 p.m.	Yes, the applicant meets these standards, but more detailed information is provided under the Use Permit Considerations.
(2) Deliveries shall be limited to Sunday through Saturday, from 7:30 a.m. to 7:30 p.m.	Yes, the applicant agrees with these standards.
(3) No amplified sound permitted unless it is within a fully enclosed structure.	Yes, the applicant agrees with these standards.
(4) The maximum number of attendees at events held will be evaluated by the mayor and city council on a case-by-case basis for each site to protect the public's health, safety and welfare. Any such determination shall not supersede any occupancy restriction contained in any other ordinance, code, statute, rule or regulation or other law.	The applicant is requesting a maximum of 90 attendees. Although the applicant's Letter of Intent states 95, the initial pre-application stated 90 and this is the number advertised.
(5) The owner or operator must hold all other appropriate licenses and permits.	Yes, the applicant agrees with this requirement.

Based on the requirements pursuant to Sec. 8.5.6.B of the UDC., the site plan and the applicant's letter of intent indicate compliance with the development standards for the Use Permit.

ENVIRONMENTAL SITE ANALYSIS

In reference to the Environmental Impacts to the site, it satisfies the requirement the proposed use is entirely contained within the interior of an existing commercial building. It requires no land clearing, tree removal, and structural changes to the property's exterior. As such, there is no impact on local soils, topography, wetlands, or wildlife habitats, satisfying compliance with the environmental protection standards of the Milton UDC.

ARBORIST COMMENTS

- Since the building and development already exists, there are no additional requirements for trees.

CITY OF MILTON FIRE MARSHAL

- Since the building already exists, once the use permit is approved, the suite may not be occupied with the proposed use without an updated Certificate of Occupancy (CO). The transition to an Assembly Occupancy requires strict layout adherence to NFPA 101 Life Safety codes, unblocked overhead fire sprinklers, and clear egress routing. Final approval is contingent upon passing a field inspection to issue an updated Certificate of Occupancy.

PUBLIC WORKS DEPARTMENT (TRANSPORTATION)

- No comments since the building already exists.

LAND DEVELOPMENT ENGINEER

- No comments since the site has been developed.

PUBLIC INVOLVEMENT

COMMUNITY ZONING INFORMATION MEETING – August 25, 2026

The applicant was present at the Community Zoning Information Meeting (CZIM) held at City Hall at 6:00 p.m. There was no one in attendance regarding this item.

CITY OF MILTON DESIGN REVIEW BOARD COURTESY REVIEW – September 1, 2026.

The DRB expressed support for the use and recommended approval of the Use Permit. They did not have any comments on any design elements to the space as they were not applicable.

PUBLIC PARTICIPATION REPORT:

The applicant held the participation meeting on September 17, 2026, from 6:30pm to 7:30pm. The meeting location was at 631 N. Main Street, Suite 207, Milton, GA 30009. There was no one in attendance at the meeting nor did the applicant receive any feedback from interested citizens.

USE PERMIT CONSIDERATIONS

In the interest of the public health, safety and welfare, the Mayor and City Council may exercise limited discretion in evaluating the site proposed for a use that requires a Use Permit. In exercising such discretion pertaining to the subject

use, the Mayor and City Council shall consider each of the following as outlined in Sec. 8.5.6.B of the Unified Development Code: Use Permit Considerations. have reviewed said items pertaining to the subject use, and offers the following comments:

1. Whether the proposed use is consistent with the land use or economic development plans adopted by the Mayor and City Council:

The proposed use is in the "T5" Land Use Category on the City of Milton 2040 Comprehensive Plan Map in the Deerfield Form Based Code. The proposed Use Permit for an "Event Facility" is permitted within the T5 Transect Zone. In addition, the adopted 2040 Comprehensive Plan states that T5 Urban Center consists of higher density mixed-use buildings that accommodate retail, offices, row-houses, and apartments. In addition, wide sidewalks, street tree plantings and buildings are close to sidewalks. Therefore, the proposed use is consistent with the land use plans adopted by the Mayor and City Council since the proposed use is located within a building and development that is consistent with this recommended development pattern.

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed:

The proposed use is compatible with the existing land uses and zoning districts in the vicinity of the subject property. The property is located within the T5 Transect Zone on the south side of North Main Street, within an established area containing office, commercial retail, commercial service and residential uses.

Located on the North Side of N. Main Street is the city of Alpharetta which is zoned C-1 Neighborhood Commercial and developed with the Stonewood Village Shopping Center. To the east is the City of Milton and which is zoned T4 and developed with Watercrest Village, which are single-family residential at a density of 3.12 units per acre. Further to the east is the city of Milton, which is zoned T4 and developed with Henderson Landing, which are single family attached residential at a density of 4.72 units per acre. To the South is the city of Alpharetta which is zoned Community Unit Plan (CUP) and developed with Winthrop Chase which are single-family homes. To the northwest within the same development, zoned T5, is Delight International Foods, which is a grocery store. Directly to the west is the city of Milton zoned T5 and developed with Edgemont on Main Subdivision, which are duplexes at a density of 8.61 units per acre. Further to the west is the city of Milton zoned T5 and developed with the Istanbul Cultural Center of Georgia within three office buildings.

3. Whether the proposed use may violate local, state and/or federal state ordinances or regulations governing land development:

Section 8, Item B.

The proposed use does not appear to violate any ordinances or regulations governing land development.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets:

Since the streets and sidewalks already exist and were designed to accommodate the number and size of commercial buildings, there will be a minimal effect on the traffic flow, vehicular and pedestrian along the adjoining streets.

5. The location and number of off-street parking spaces:

The two-story building and its associated parcel (less the two out parcels fronting North Main Street) at 631 North Main Street provides a total of 168 off-street parking spaces. Within the Deerfield Form Based Code, the minimum parking requirement is 3.5 parking spaces per 1,000 square feet for this type of use. For the 38,000 square foot building, a minimum of 133 parking spaces is required.

Although event spaces typically produce a larger need for parking, in this location, there is more than sufficient parking for this use.

6. The amount and location of open space:

The proposed use is a suite within an existing building with 38,000 square feet that is part of an overall commercial development that contains 3.97 acres, any interior adjustments do not trigger new open space requirements. Because the request is strictly an indoor tenant use change, it does not require modification of the property's exterior green space or site acreage.

7. Protective screening:

The proposed use is an existing building that is part of an overall commercial development that does not require any protective screening as the Form Based Code does not require screening between uses/or parcels in this area.

8. Hours and manner of operation:

The applicant has indicated that they will comply with the hours, and manner of operation required within the standards of the Use Permit below:

Days and Hours of Operations shall be limited to the following:

- I. Sunday through Thursday, 7 a.m. to 10 p.m.
- II. Friday and Saturday, 7 a.m. to 11 p.m.

9. Outdoor lighting:

The proposed use is within an existing building that is part of an overall commercial development. The proposed Event Facility in (Suite 207) is strictly an indoor tenant space and therefore does not require exterior modifications or new outdoor lighting installation.

10. Ingress and egress to the property.

The existing building is situated on the corridor of North Main Street (Highway 9), located between downtown Alpharetta and Windward Parkway. Direct vehicular access is provided via a paved entrance on North Main Street (Highway 9). The entry point accommodates both eastbound and westbound traffic on Highway 9.

CONCLUSION

The proposed Event Facility Use Permit is consistent with the City of Milton 2040 Comprehensive Plan and Map and consistent with the Use Permit Considerations discussed above. Therefore, Staff recommends **APPROVAL CONDITIONAL of U26-01**.

If this petition is approved by the Mayor and City Council at the November 16, 2026, meeting, it should be for a Use Permit for an Event Facility (Sec.8.5.6. B of the UDC) subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede such stipulations and offerings unless otherwise expressly approved by the Mayor and City Council.

- 1) To the owner's agreement to restrict the use of the subject property as follows:
 - a) Restrict the use located at 631 North Main Street, Suite 207 to an Event Facility.
 - b) Restrict the total square footage of the Event Facility to 1,625 square feet.
 - c) Restrict the hours of operation to Sunday through Thursday, 7 a.m. to 10 p.m.; and Friday and Saturday, 7 a.m. to 11 p.m.
 - d) Restrict the maximum number of attendees of the Event Facility at any one time to 90.
- 2) To the owner's agreement to abide by the following:
 - a) Substantial compliance with the site plan received by the Community Development Department on July 17, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable city ordinances and these conditions.
 - b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to issuance of an updated Certificate of Occupancy authorizing the Event Facility use.
 - c) The applicant shall obtain all other required approvals, including, but not limited to, alcohol licensing and Fulton County Health Dept., if applicable.

- d) Events occurring within this location (Suite 207) shall not constitute a prohibited use or any other use requiring a separate use permit unless that separate approval has been obtained.

Section 8, Item B.

ORDINANCE NO. _____
PETITION NO. U26-01

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR AN "EVENT FACILITY" USE PERMIT (SEC. 8.5.6.B OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA) LOCATED AT 631 NORTH MAIN STREET- SUITE 207

BE IT ORDAINED by the City Council for the City of Milton, Georgia while in regular session on November 16th, 2026, at 6:00 p.m. as follows:

SECTION 1. That Suite 207 of the property located at 631 North Main Street, on the approximately 3.97-acre tract identified as tax parcel 22 49601123397 and comprising a portion of the larger parent tract described in the legal description attached hereto as Exhibit "A", be approved for an "Event Facility" Use Permit subject to the Conditions of Approval described in Exhibit "B"; and

SECTION 2. That the Event Facility Use Permit approved hereby, be approved subject to and in accordance with the provisions of Sec. 8.5.6.B of the Unified Development Code for the City of Milton, Georgia; and

SECTION 3. That Suite 207 of the property shall be developed in compliance with the Conditions of Approval attached as Exhibit "B"; provided that no uses or conditions hereby approved (including any site plan) shall authorize the violation of any district regulations or other zoning regulations; and

SECTION 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 5. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 16th day of November, 2026.

Approved:

Peyton Jamison, Mayor

Attest:

Tammy Lowit, City Clerk
(Seal)

EXHIBIT "A"

Deed Book 42473 Pg 81
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 1123 of the 2nd District, 2nd Section, Fulton County, Georgia, and being shown as 6.40 acres per that certain plat prepared for First Classic Homes, Inc. prepared by Houston Engineering, Inc., Walter K. Maupin, Jr., Georgia RLS #2399, dated 12/12/04, and being more particularly described as follows:

To find the Point of Beginning commence at an iron pin found at the intersection of Land Lots 1122, 1123, 1182 and 1183, aforesaid District, Section and County; proceed thence from said intersection along the land lot line common to Land Lots 1123 and 1182 north 88°54'40" west 89.89 feet to an iron pin found and the POINT OF BEGINNING; and from said POINT OF BEGINNING continue along said land lot line north 88°54'40" west 25.34 feet, more or less, to a point located in the centerline of a creek, said centerline being the property line (hereinafter Traverse Point "A"); proceed thence along said centerline of a creek, and following the meanderings thereof, in a generally northwesterly direction, a distance of 1317.50 feet, more or less, to a point (hereinafter Traverse Point "B"); (Traverse Point "A" and Traverse Point "B" are connected by the following courses and distances: north 18°18'55" west 21.87 feet to a point; north 41°53'40" east 12.14 feet to a point; north 39°20'36" west 21.18 feet to a point; north 28°34'29" west 35.84 feet to a point; north 03°12'37" west 25.25 feet to a point; north 36°17'04" west 41.34 feet to a point; north 10°40'17" east 18.63 feet to a point; north 71°38'35" west 25.82 feet to a point; north 01°29'50" west 22.16 feet to a point; north 22°20'56" west 50.28 feet to a point; south 83°32'20" west 17.64 feet to a point; north 17°35'24" west 44.91 feet to a point; north 20°01'51" west 45.62 feet to a point; south 73°22'24" west 14.85 feet to a point; north 54°15'32" west 39.11 feet to a point; north 33°53'16" west 21.41 feet to a point; north 02°14'51" west 35.08 feet to a point; north 49°23'34" west 29.73 feet to a point; north 05°34'08" east 67.04 feet to a point; north 30°10'00" west 60.67 feet to a point; north 46°00'45" west 44.09 feet to a point; north 13°48'49" west 47.56 feet to a point; north 31°55'47" west 45.11 feet to a point; north 09°55'01" east 32.27 feet to a point; north 63°12'49" west 45.63 feet to a point; north 24°01'28" west 50.96 feet to a point; north 67°10'44" east 19.15 feet to a point; north 05°56'31" west 30.02 feet to a point; north 40°16'41" west 26.93 feet to a point; north 08°59'37" west 25.87 feet to a point; north 35°34'49" west 26.88 feet to a point; north 12°12'12" west 33.99 feet to a point; north 46°28'35" east 16.51 feet to a point; north 66°25'44" west 16.57 feet to a point; north 61°49'29" west 21.60 feet to a point; north 10°18'28" west 30.12 feet to a point; north 66°14'10" west 23.13 feet to a point; north 14°10'28" east 12.22 feet to a point; north 18°47'51" east 27.29 feet to a point; north 21°45'58" west 17.96 feet to a point; north 18°26'56" east 73.01 feet to a point); thence leaving said centerline of a creek and proceed north 88°02'11" east 202.27 feet, more or less, to an iron pin found; proceed thence north 01°43'19" west 205.0 feet to an iron pin placed on the southerly right of way of Georgia Highway No. 9 (right of way of varying width) (a/k/a Cumming Hwy); proceed thence along said right of way south 88°27'31" east 127.43 feet to an iron pin found; thence leaving said right of way and proceed south 01°01'49" east 170.84 feet to an iron pin found; proceed thence south 88°55'24" east 49.63 feet to an iron pin found; proceed thence south 00°57'41" east 273.62 feet to an iron pin found; proceed thence south 04°33'51" east 834.36 feet to the POINT OF BEGINNING.

N:\FIRSTCLASSIC-HWY9TOWNHOMES\Legal

EXHIBIT "B"

CONDITIONS OF APPROVAL

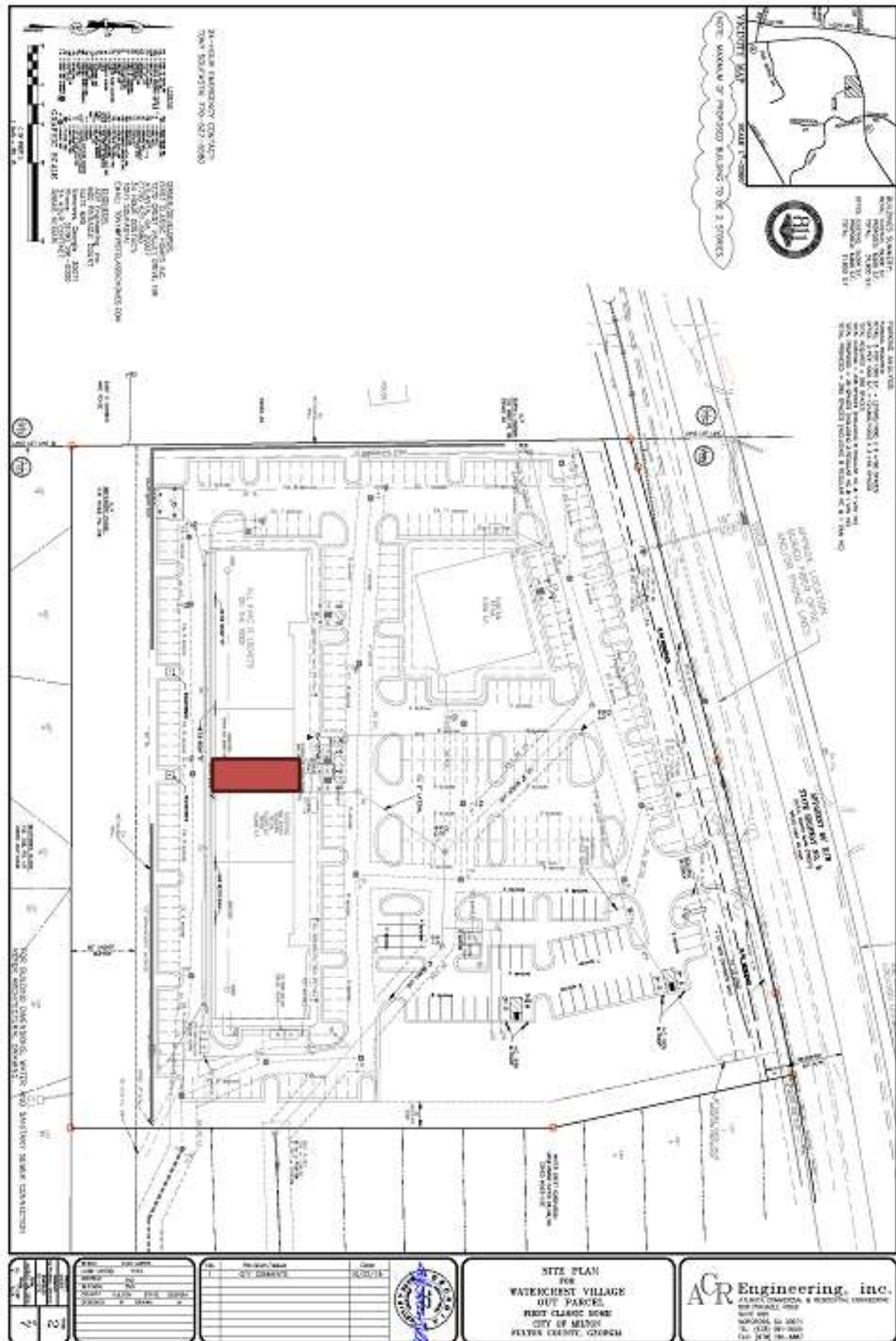
Property located at 631 North Main Street – Suite 207 is approved for an "Event Facility" Use Permit (Sec.8.5.6. B) subject to the owner's agreement to the below-enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede such stipulations and offerings unless otherwise expressly approved by the Mayor and City Council.

- 1) To the owner's agreement to restrict the use of the subject property as follows:
 - a) Restrict the use located at 631 North Main Street, Suite 207 to an Event Facility.
 - b) Restrict the total square footage of the Event Facility to 1,625 square feet.
 - c) Restrict the hours of operation to Sunday through Thursday, 7 a.m. to 10 p.m.; and Friday and Saturday, 7 a.m. to 11 p.m.
 - d) Restrict the maximum number of attendees of the Event Facility at any one time to 90.

- 2) To the owner's agreement to abide by the following:
 - a) Substantial compliance with the site plan received by the Community Development Department on July 17, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable city ordinances and these conditions.
 - b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to issuance of an updated Certificate of Occupancy authorizing the Event Facility use.
 - c) The applicant shall obtain all other required approvals, including, but not limited to, alcohol licensing and Fulton County Health Dept., if applicable.

- d) Events occurring within this location (Suite 207) shall not constitute a prohibited use or any other use requiring a separate use permit unless that separate approval has been obtained.

Site Plan received on July 17, 2026





AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular <i>du Leach</i>
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	October 19, 2026
	Unfinished Business	November 2, 2026
AGENDA ITEM TITLE:	Consideration of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to adopt the Metro Water District Water Efficiency Code Requirements following completion of the Georgia Department of Community Affairs review.	
FINANCIAL IMPACT:	There is no direct financial impact to the City associated with adoption of the ordinance.	
RECOMMENDED ACTION:	Approve an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.	

EXECUTIVE SUMMARY:

The City of Milton is one of more than 90 municipalities within the Metropolitan North Georgia Water Planning District, a regional water planning district established by the Georgia General Assembly. As a municipality within the District, Milton is required to comply with the District's 2022 Water Resources Management Plan, which requires all member jurisdictions to adopt and maintain the Metro Water District Water Efficiency Code Requirements as local amendments to the Georgia State Minimum Standard Plumbing Code. During the City's 2026 Metro Water District audit, Georgia Environmental Protection Division identified that Milton had not yet adopted the required amendments, resulting in an outstanding compliance item.

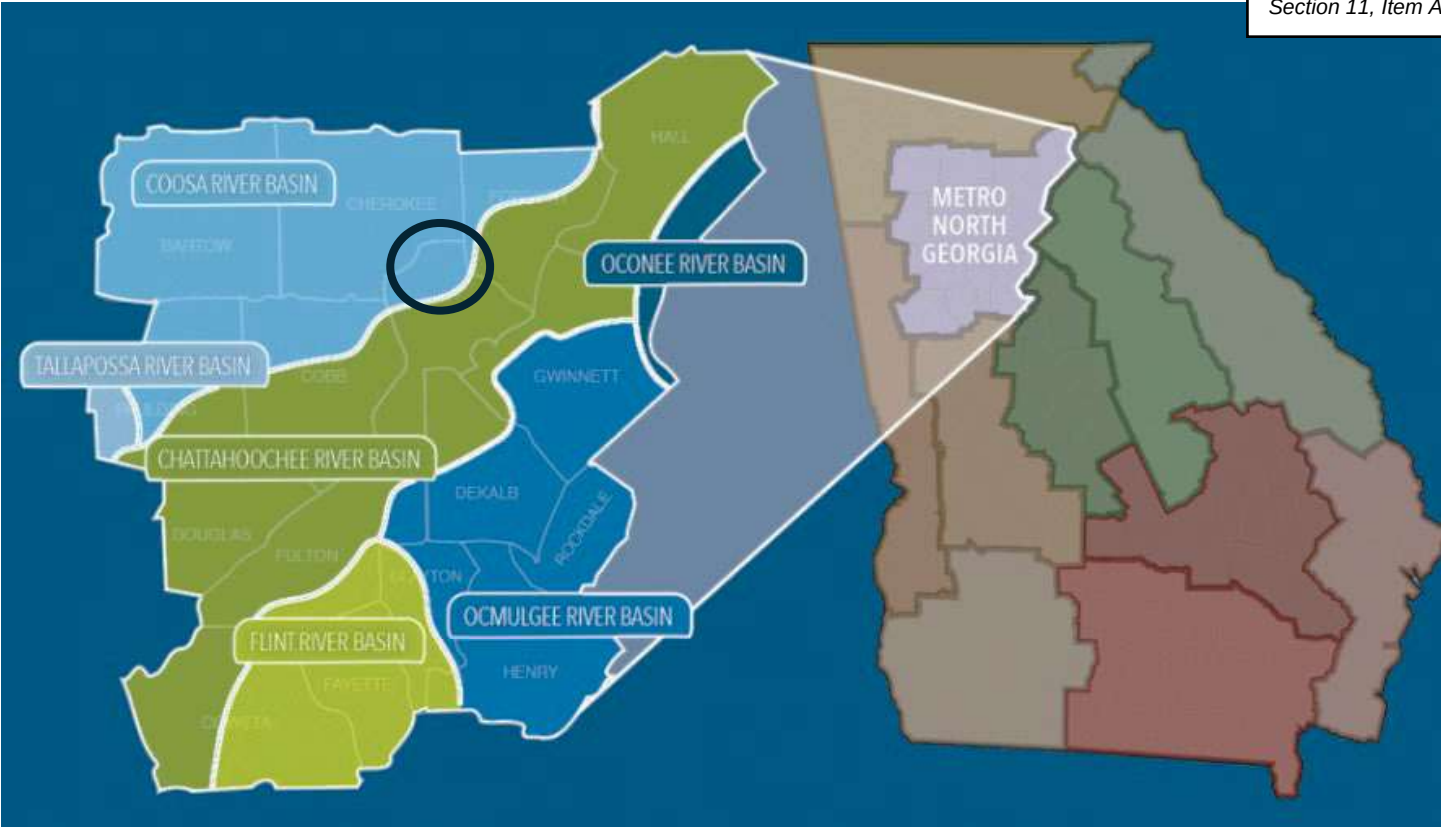
The proposed plumbing code amendment has completed review by the DCA and is now presented for Council adoption.

This action is not a discretionary policy decision. This ordinance implements the required water efficiency standards following completion of the Georgia Department of Community Affairs (DCA) review.

PURPOSE/BACKGROUND:

The Metropolitan North Georgia Water Planning District (Metro Water District) is a regional water planning district created by the Georgia General Assembly. The District includes 15 counties and more than 90 municipalities, including the City of Milton.





The map above shows the Metro North Georgia area and the counties included in the District. Milton is approximately located within the circled area on the map.

As a member jurisdiction of the Metropolitan North Georgia Water Planning District, Milton is required to implement applicable provisions of its 2022 Water Resources Management Plan. These include the Water Efficiency Code Requirements. EPD’s June 10 audit letter requested documentation that the City had adopted the required plumbing amendment.

The proposed plumbing code amendment has completed review by the Georgia DCA and is now presented for Council adoption to implement the required water efficiency standards.

STAFF ANALYSIS:

The proposed ordinance addresses the identified water conservation compliance item. The code amendments are included as Exhibit A to the ordinance.

The amendment incorporates the Metro Water District’s Water Efficiency Code Requirements into the City’s implementation of the Georgia State Minimum Standard Plumbing Code. These requirements establish enhanced water efficiency standards for applicable construction and installations. DCA review is complete, and staff recommends adoption.

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:

The City does not have discretion to decline compliance with the Metropolitan North Georgia Water Planning District’s 2022 Water Resources Management Plan while remaining in compliance with applicable state and

regional requirements. Failure to approve the Ordinance would not eliminate the City's obligation to required Water Efficiency Code Requirements; it would only delay the City's ability to achieve compliance.

LEGAL AND REGULATORY CONSIDERATIONS:

O.C.G.A. § 8-2-25 establishes the process for adopting local amendments to the Georgia State Minimum Standard Codes. DCA review of the proposed plumbing amendment is complete, and the amendment is now presented for local adoption.

OPERATIONAL IMPACT:

Following the ordinance’s effective date, staff will apply the adopted water efficiency standards through applicable plan review and inspection procedures. Implementation will support the City’s water conservation efforts and help address the identified Metro Water District audit finding. Staff will update review procedures and provide guidance to applicants and contractors on the new requirements.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments support water conservation by establishing clear requirements for applicable plumbing installations. Builders, designers, and plumbing contractors will need to account for these requirements in applicable projects and operations.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #1, Goal #3 – Protect and Enhance Milton's Natural Environment.

STAFF RECOMMENDATION:

Approval of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 8, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Ordinance
Exhibit A

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE _____

**AN ORDINANCE TO AMEND SECTION 10-22 (STATE MINIMUM STANDARDS ADOPTED) OF
CHAPTER 10 (BUILDING REGULATIONS) OF THE MILTON CODE**

BE IT ORDAINED by the City Council of the City of Milton, GA, while in a regularly called council meeting on November 2, 2026, at 6:00 p.m., as follows:

- SECTION 1.** That the amendments to Section 10-22 (State minimum standards adopted) of Chapter 10 (Building Regulations) of the Milton Code as shown in Exhibit "A" are hereby adopted and approved; and
- SECTION 2.** All ordinances, parts of ordinances, or regulations in conflict herewith are repealed; and
- SECTION 3.** That this Ordinance shall become effective upon its adoption.

ORDAINED this the 2nd day of November, 2026.

Peyton Jamison, Mayor

Attest:

Tammy Lowit, City Clerk

Sec. 10-22. State minimum standards adopted.

- (a) The city adopts, by reference, as if fully set forth herein, the latest edition of the following Georgia State Minimum Standard Codes as adopted and amended by the state department of community affairs, as follows:
 - (1) International Building Code;
 - (2) International Fuel Gas Code;
 - (3) International Mechanical Code;
 - (4) International Plumbing Code, as amended as described in Section 10-22(g);
 - (5) National Electrical Code;
 - (6) International Fire Code;
 - (7) International Energy Conservation Code; and
 - (8) International Residential Code.
- (b) The following codes, the latest editions as adopted and amended by the state department of community affairs, are hereby adopted by reference as though they were copied herein fully:
 - (1) International Existing Building Code; and
 - (2) Standard Swimming Pool Code.
- (c) The most recent edition of the following code is adopted insofar as it does not conflict the Georgia State Minimum Standard Codes: International Unsafe Building Abatement Code.
- (d) The city also adopts the state minimum standard codes as defined by O.C.G.A. § 8-2-20(9).
- (e) For all permits granted or approved by Fulton County under earlier versions of any or all of these codes, it is hereby declared to be the intention of the council to enforce this code under which the project was approved.
- (f) The codes described in this section may also be referred to as the city "building codes," "construction codes," or "technical codes."
- (g) The Georgia State Minimum Standard Plumbing Code is amended as follows:

- (1) **Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

Kitchen faucet or kitchen faucet replacement aerator. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.82-0 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

Lavatory faucet or lavatory faucet replacement aerator. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.25 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

Landscape irrigation.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

Shower head. A shower head that allows a flow of no more than ~~the an~~ average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.~~

- (2) **Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than 3¹/₂ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4¹/₂ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ,Sservice sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

EXHIBIT “A”

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^b
Lavatory <u>faucet and replacement aerators</u> , private	<u>WaterSense Labeled & 1.25</u> gpm at 60 psi ^f
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead ^a	<u>WaterSense Labeled & 2.52.0</u> gpm at <u>8060</u> psi ^f
<u>Kitchen Sink faucet and replacement aerators</u>	<u>2.01.8</u> gpm at 60 psi ^{f, g}
Urinal	0.5 gallon per flushing cycle ^f
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO₃ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
 - (a) a WaterSense irrigation controller; and
 - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal

flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

- (3) **Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment system~~facility~~ permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

- (4) **Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.



AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	October 19, 2026
	Unfinished Business	November 2, 2026 <i>Sara Leaders</i>
AGENDA ITEM TITLE:	Consideration of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to amend the City’s car wash water recycling requirements to specify a minimum recycling rate of 50% and address the related Metro Water District audit finding.	
FINANCIAL IMPACT:	There is no direct financial impact to the City associated with adoption of the ordinance.	
RECOMMENDED ACTION:	Approve an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.	

EXECUTIVE SUMMARY:

The City of Milton is one of more than 90 municipalities within the Metropolitan North Georgia Water Planning District, a regional water planning district established by the Georgia General Assembly. As a municipality within the District, Milton is required to comply with the District’s 2022 Water Resources Management Plan, which includes water recycling requirements for new conveyor car washes.

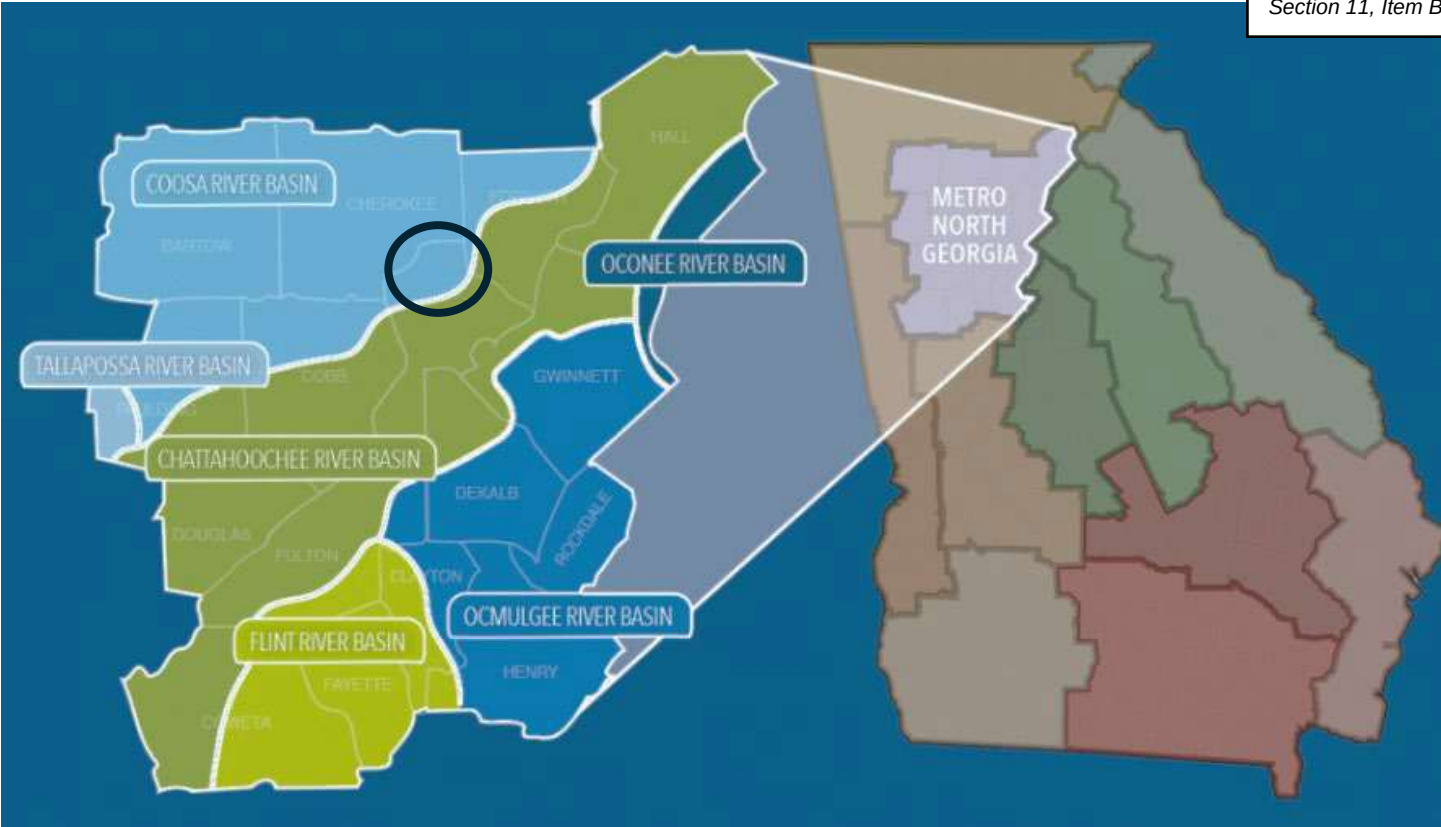
EPD’s June 10, 2026 audit letter identified that Milton’s existing car wash ordinance requires recycled water systems but does not specify the required minimum recycling rate of 50%. The proposed ordinance amends Chapter 58, Article IV, to expressly establish that minimum for applicable in-bay automatic and conveyor car washes.

This action is not a discretionary policy decision. This ordinance implements the required car wash water recycling standards.

PURPOSE/BACKGROUND:

The Metropolitan North Georgia Water Planning District (Metro Water District) is a regional water planning district created by the Georgia General Assembly. The District includes 15 counties and more than 90 municipalities, including the City of Milton.





The map above shows the Metro North Georgia area and the counties included in the District. Milton is approximately located within the circled area on the map.

As a member jurisdiction of the Metropolitan North Georgia Water Planning District, Milton is required to implement applicable provisions of its 2022 Water Resources Management Plan. These include requirements for water recycling at new conveyor car washes. EPD’s June 10 audit letter noted that Milton’s existing car wash ordinance did not specify the required 50% recycling rate.

The proposed car wash revisions address the separate audit finding by expressly stating the minimum recycling rate in the definition, purpose, and operational requirements of Article IV.

STAFF ANALYSIS:

The proposed ordinance addresses the identified water conservation compliance item. The code amendments are included as Exhibit A to the ordinance.

The proposed revisions to Sections 58-175, 58-176, and 58-178 specify that recycled water systems must capture, recycle, and reuse a minimum of 50% of the water used. The definition measures recycling per vehicle wash cycle, and the operational requirement addresses water used in wash and rinse cycles.

The proposed Article IV retains its applicability to in-bay automatic and conveyor car washes permitted and constructed after January 1, 2011. It also retains the exemptions for facilities permitted or constructed before that date and for self-service car washes.

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:

The City does not have discretion to decline compliance with the Metropolitan North Georgia Water Planning District's 2022 Water Resources Management Plan while remaining in compliance with applicable state and regional requirements. Failure to approve the Ordinance would not eliminate the City's obligation to implement the required minimum car wash water recycling rate; it would only delay the City's ability to achieve compliance.

LEGAL AND REGULATORY CONSIDERATIONS:

The car wash revisions address the separate water recycling requirement identified in EPD’s audit letter. Adoption and implementation of these provisions will support the City’s compliance with the Metro Water District’s Water Resources Management Plan.

OPERATIONAL IMPACT:

Following the ordinance’s effective date, staff will apply the clarified 50% water recycling requirements through applicable plan review and inspection procedures. Implementation will support the City’s water conservation efforts and help address the identified Metro Water District audit finding. Staff will update review procedures and provide guidance to applicants and contractors on the new requirements.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments support water conservation by establishing clear requirements for applicable car wash recycling systems. Builders, designers, plumbing contractors, and affected car wash owners and operators will need to account for these requirements in applicable projects and operations.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #1, Goal #3 – Protect and Enhance Milton's Natural Environment.

STAFF RECOMMENDATION:

Approval of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 8, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Ordinance
Exhibit A

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE _____

**AN ORDINANCE TO AMEND ARTICLE IV (CAR WASH WATER RECYCLING) OF CHAPTER 58
(UTILITIES) OF THE MILTON CODE**

BE IT ORDAINED by the City Council of the City of Milton, GA, while in a regularly called council meeting on November 2, 2026, at 6:00 p.m., as follows:

SECTION 1. That the amendments to Article IV (Car wash water recycling) of Chapter 58 (Utilities) of the Milton Code as shown in Exhibit "A" are hereby adopted and approved; and

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed; and

SECTION 3. That this Ordinance shall become effective upon its adoption.

ORDAINED this the 2nd day of November, 2026.

Peyton Jamison, Mayor

Attest:

Tammy Lowit, City Clerk

ARTICLE IV. CAR WASH WATER RECYCLING**Sec. 58-175. Definitions.**

The following words and phrases, whenever used in this article, have the meaning defined in this section:

Conveyor car wash means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

In-bay automatic car wash means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.

Recycled water system means a water system that captures and reuses water, regardless of the source, previously used in wash or rinse cycles.

Self-service car wash means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

Sec. 58-176. Purpose and intent.

The purpose of this article is to reduce water consumption from commercial car wash facilities by requiring all new in-bay and conveyor car washes to install and maintain operational recycled water systems that recycle at least fifty percent (50%) of the water used.

Sec. 58-177. Applicability.

This article applies to all new in-bay automatic car washes and conveyor car washes permitted and constructed after January 1, 2011. The provisions of this article do not apply to in-bay car washes and conveyor commercial car washes that were permitted or constructed before January 1, 2011. The provisions of this article do not apply to self-service car washes.

Sec. 58-178. Commercial car wash water recycling requirement.

All new in-bay automatic car washes and conveyor car washes, permitted and constructed after January 1, 2011 must install operational recycled water systems capable of capturing, recycling, and reusing a minimum of fifty percent (50%) of the total water used in the wash and rinse cycles.



AGENDA REPORT

MEETING DATE:	October 5, 2026	Regular  <small>Tammy Lowit (Oct 29, 2026 15:49:17 EDT)</small>
DEPARTMENT:	City Clerk	Tammy Lowit, City Clerk
SECTION OF AGENDA:	New Business	November 2, 2026
	N/A	
AGENDA ITEM TITLE:	Consideration of a Resolution Adopting the 2027 City of Milton City Council Regular Meeting and Work Session Schedule.	
STATEMENT OF PURPOSE:	To consider adoption of a resolution approving the 2027 City of Milton City Council Regular Meeting and Work Session Schedule to establish the meeting calendar for the upcoming year and provide advance notice to City Council members, City staff, and the public.	
FINANCIAL IMPACT:	There is no direct financial impact associated with the adoption of the 2027 City Council Regular Meeting and Work Session Schedule.	
RECOMMENDED ACTION:	Staff recommend that the City Council adopt the resolution approving the 2027 City of Milton City Council Regular Meeting and Work Session Schedule.	

EXECUTIVE SUMMARY:

This item requests City Council consideration and adoption of a resolution establishing the City of Milton City Council Regular Meeting and Work Session Schedule for calendar year 2027. Adoption of the schedule will provide advance notice of planned meetings, support effective coordination of City business, and promote transparency and public participation in the City Council’s proceedings.

PURPOSE/BACKGROUND:

The purpose of this item is to consider adoption of a resolution approving the 2027 City of Milton City Council Regular Meeting and Work Session Schedule. Establishing the annual schedule provides City Council members, City staff, and the public with advance notice of planned meetings and work sessions. Adoption of the schedule supports the orderly conduct of City business, facilitates planning and coordination, and promotes transparency and public participation in the City Council’s decision-making process.

STAFF ANALYSIS:

The City of Milton typically holds City Council regular meetings on the first and third Mondays of each month. When a scheduled meeting coincides with a Monday holiday, the meeting is held on the Wednesday immediately following the holiday. Accordingly, the January 2027 meeting would ordinarily be held on Wednesday, January 20, 2027, the Wednesday immediately following the Martin Luther King Jr. Day holiday. However, due to the City’s scheduled State of the City address on that date, staff recommend moving the January regular meeting to Monday, January 25, 2027. This adjustment is reflected in the proposed 2027 City Council Regular Meeting and Work Session Schedule.



FINANCIAL IMPACT:

There is no anticipated financial impact associated with adopting the 2027 City Council Regular Meeting and Work Session Schedule or adjusting the January 2027 meeting date.

ALTERNATIVES CONSIDERED:

The City Council may adopt the proposed 2027 City Council Regular Meeting and Work Session Schedule as presented, request modifications to the proposed schedule, or retain the originally proposed meeting dates without changes.

LEGAL AND REGULATORY CONSIDERATIONS:

The City Council meeting schedule must comply with applicable Georgia law regarding public meetings and notice requirements. Any changes to scheduled meeting dates or times must be properly noticed in accordance with applicable legal requirements.

OPERATIONAL IMPACT

Adoption of the 2027 City Council Regular Meeting and Work Session Schedule will provide City staff with an established calendar to support meeting preparation, coordination, and public notification. The adjustment to the January 2027 meeting date will allow staff to plan accordingly and ensure the continued coordination of City Council activities.

COMMUNITY/STAKEHOLDER IMPACT:

Adoption of the 2027 City Council Regular Meeting and Work Session Schedule will provide residents, businesses, and other stakeholders with advance notice of scheduled meetings, supporting public awareness and participation in City Council proceedings. The schedule will be made available to the public to facilitate planning and access to City government.

STRATEGIC ALIGNMENT:

Adoption of the 2027 City Council Regular Meeting and Work Session Schedule supports the City of Milton’s commitment to transparent governance, effective communication, and meaningful public engagement. Establishing the annual schedule promotes organizational efficiency and provides opportunities for residents to participate in local government decision-making.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the 2027 City of Milton City Council Regular Meeting and Work Session Schedule, including the adjustment of the January 2027 regular meeting date to Monday, January 25, 2027.

REVIEWS & APPROVALS:

- Financial Review:

N/A
- Legal Review:

Jennifer McCall, Jarrard & Davis, LLP
- Concurrent Review:

Steven Krokoff, City Manager *Steven Krokoff*

ATTACHMENTS: Resolution & 2027 Meeting Calendar

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2027 CITY OF MILTON CITY COUNCIL
REGULAR MEETING AND WORK SESSION SCHEDULE**

BE IT RESOLVED by the City Council of the City of Milton, Georgia while in Regular Session on the 2nd day of November 2026 at 6:00 pm as follows:

- SECTION 1.** That the schedule for the 2027 City Council Regular and Work Session Council Meeting Dates is hereby approved as attached; and
- SECTION 2.** That resolutions in conflict with this Resolution are hereby repealed; and
- SECTION 3.** That this Resolution will become effective January 1, 2027.

RESOLVED this 2nd day of November 2026.

Approved:

Peyton Jamison, Mayor

Attest:

Tammy L. Lowit, City Clerk

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2027 MEETING CALENDAR

2027 Council and Work Session Meeting Calendar

- Work Session Dates**
A Work Session is scheduled on dates highlighted: they may be canceled by Council if not needed.
- Regular Council Meeting Days**
- 2027 Holidays Observed**

1/1/2027 New Year's Day

1/18/2027 Martin Luther King Day

2/15/2027 Presidents Day

5/31/2027 Memorial Day

7/5/2027 Independence Day (Observed)

9/6/2027 Labor Day

11/11/2027 Veteran's Day

11/25/2027 Thanksgiving

11/26/2027 Day after Thanksgiving

12/24/2027 Christmas Eve

12/27/2027 Christmas Day (Observed)
- State of the City**
- Cities United Summit**
January 22 - 25
Atlanta
- Fulton County Schools Spring Break**
April 5 - 9
- GMA Conference**
June 25 - 29
Savannah
- Fulton County Schools Fall Break**
September 27 - October 1