CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall
Monday, September 16, 2024 at 6:00 PM

AGENDA

Peyton Jamison, Mayor

CITY COUNCIL

DISTRICT 1 DISTRICT 2 DISTRICT 3

Andrea Verhoff – Post 1	Juliette Johnson – Post 1	Jan C. Jacobus – Post 1
Carol Cookerly – Post 2	Doug Hene – Post 2	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. 24-272)

5) PUBLIC COMMENT (General) –

6) CONSENT AGENDA

A. Approval of the September 4, 2024 Regular City Council Meeting Minutes.
(Agenda Item No. 24-273)
(Tammy Lowit, City Clerk)

B. Approval of the September 9, 2024 Work Session Meeting Minutes.
(Agenda Item No. 24-274)
(Tammy Lowit, City Clerk)

C. Approval of a Services Agreement between the City of Milton and Meer Electrical Contractors, Inc. for On-Call Electrical Services.
(Agenda Item No. 24-275)
(Sara Leaders, Public Works Director)

D. Approval of a Construction Services Agreement for Phase I Repairs at the City's Lackey Dam Facility in Lakhapani Park and Preserve with JOC Construction, LLC.
(Agenda Item No. 24-276)
(Sara Leaders, Public Works Director)

E. Approval of a Construction Services Agreement between the City of Milton and Wilson Construction Management, LLC. for Construction Services Related to the Morris Road Widening Project.
(Agenda Item No. 24-277)
(Sara Leaders, Public Works Director)

F. Approval of a Utility Relocation Agreement with Sawnee Electrical Membership Corporation for the Morris Road Widening Project.
(Agenda Item No. 24-278)
(Sara Leaders, Public Works Director)

G. Approval of Change Order #1 to the Construction Services Agreement between the City of Milton and Wilson Construction Management, LLC. for Bethany Bend Traffic and Pedestrian Improvements.
(Agenda Item No. 24-279)
(Sara Leaders, Public Works Director)

H. Approval of a Professional Services Agreement between the City of Milton and MXI Environmental Services, LLC, for a 2024 Household Hazardous Waste Collection Event.
(Agenda Item No. 24-280)
(Sara Leaders, Public Works Director)

I. Approval of a Services Agreement between the City of Milton and SiteMed North America, P.C. to Implement a Comprehensive Three-Year Medical and Fitness Evaluation Program.
(Agenda Item No. 24-281)
(Gabe Benmoussa, Fire Chief)

J. Approval of an Intergovernmental Agreement between the City of Milton and Fulton County for Water Line Relocation on the Morris Road Widening Project.
(Agenda Item No. 24-282)
(Sara Leaders, Public Works Director)

K. Approval of a Services Agreement between the City of Milton and United Rentals (North America), Inc. DBA Reliable Onsite Services for Crabapple Fest 2024.
(Agenda Item No. 24-283)
(Diana Wheeler, Interim Community Development Director)

L. Approval of a Recreation Provider Agreement Between the City of Milton and YTT Collective, LLC to Provide Yoga Classes.
(Agenda Item No. 24-284)
(Tom McKlveen, Parks & Recreation Director)

M. Approval of Impact Fee Credits for the Improvements to the Intersection - Crabapple at Birmingham (Heritage Walk & SR 372), McGinnis Ferry Interchange and Crabapple NE Connector Rd as Identified in the 2016 Capital Improvements Element Impact Fee Eligible Projects.
(Agenda Item No. 24-292)
(Diana Wheeler, Interim Community Development Director)

7) REPORTS AND PRESENTATIONS

A. Proclamation Recognizing Financing and Accounting Appreciation Week and Milton's Invaluable Finance Team.
(Mayor Peyton Jamison)

B. Proclamation Recognizing IT Professionals Day and Indispensable Experts who Maintain the City's Technology.
(Mayor Peyton Jamison)

C. Proclamation Recognizing Human Resources Professional Day and MIlton's Team Providing These Vital Services in Our City.
(Mayor Peyton Jamison)

8) FIRST PRESENTATION

A. Consideration of an Ordinance for an Amendment to City Code Chapter 10 to Authorize and Regulate Private Third-Party Plan Reviewers and Building Inspectors.
(Agenda Item No. 24-285)
(Diana Wheeler, Interim Community Development Director)

B. Consideration of **U24-02/VC24-02** - 900 Pleasant Hollow Trail by Keith (Andy) Campbell and Courtney Bartik for a Use Permit to utilize the existing Accessory Structure as an "Artist Studio". (Milton Unified Development Code Sec. 8.5.14.C) with a Four-Part Concurrent Variance:

(1) To allow the existing accessory structure to remain in front of the primary residential structure (Milton Unified Development Code Sec. 3.1.4)

(2) To allow the existing accessory structure to remain as is, without being designed in accordance with the predominant commercial building types. (Milton Unified Development Code Sec. 6.3.4.H.a)

(3) To allow the existing accessory structure to remain as is, without having a ratio of opening to solids from 30% to 50%. (Milton Unified Development Code Sec. 6.3.4.H.4.a)

(4) To allow the existing accessory structure to remain as is, without the existing accessory structure having the same window arrangement as the side with the principal entrance. (Milton Unified Development Code Sec. 6.3.4.H.4.e)

(Agenda Item No. 24-286)
(Diana Wheeler, Community Development Interim Director)

9) PUBLIC HEARING

A. Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt the Fiscal 2025 Budget for Each Fund of the City of Milton, Georgia Appropriating the Several Items of Revenue Appropriations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available.
(First Public Hearing at the 9.04.2024 Regular City Council Meeting)
(Second Public Hearing at the 9.16.2024 Regular City Council Meeting)
(Agenda Item No. 24-263)
(Bernadette Harvill, Deputy City Manager)

10) ZONING AGENDA

11) UNFINISHED BUSINESS

A. Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt Amendments to the Fiscal 2024 Budget for Each Fund of the City of Milton, Georgia Amending the Amounts Shown in Each Budget as Expenditures, Amending the Several Items of Revenue Appropriations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available.
(Agenda Item No. 24-262)
(Bernadette Harvill, Deputy City Manager)

B. Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt the Fiscal 2025 Budget for Each Fund of the City of Milton, Georgia Appropriating the Several Items of Revenue Appropriations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available.
(Agenda Item No. 24-263)
(Bernadette Harvill, Deputy City Manager)

12) NEW BUSINESS

A. Consideration of a Resolution Authorizing the Acceptance of an Award from the Georgia Department of Natural Resources for a Land and Water Conservation Fund Grant to Construct Six Tennis Courts with a Viewing Pavilion, a Playground and the Reconstruction of the Parking Lot at the Active Portion of Milton City Park & Preserve.
(Agenda Item No. 24-287)
(Tom McKlveen, Parks & Recreation Director)

B. Consideration of a Land Donation Agreement between Larry Neil Chadwick and the City of Milton for the McConnell-Chadwick House and 1.8516 Acres Located at 13705 Arnold Mill Road.
(Agenda Item No. 24-288)
(Sara Leaders, Public Works Director)

C. Consideration of a Land Donation Agreement between Adair Park Homes, LLC and the City of Milton for Areas West and North of Heritage Walk at 12780 Lecoma Trace.
(Agenda Item No. 24-289)
(Sara Leaders, Public Works Director)

D. Consideration of a Resolution to Condemn Property Rights Needed for Big Creek Greenway Project, Parcel 17 (0.034 Acres of Fee Simple Right of Way; 1,751.38 Square Feet of Permanent Easement for Construction and Maintenance of Slopes; and 5,672.73 Square Feet of Temporary Easement for Construction of Slopes); Owner: Keegan O'Reilly.
(Agenda Item No. 24-290)
(Sara Leaders, Public Works Director)

E. Consideration of a Resolution of the City of Milton, Georgia to Provide for an Occupation Tax Abatement for Certain Qualifying Businesses within the Deerfield/Highway 9 Area.
(Agenda Item No. 24-291)
(Karen Ellis, Finance Director)

13) MAYOR AND COUNCIL REPORTS

14) STAFF REPORTS

15) EXECUTIVE SESSION (if needed)

16) ADJOURNMENT
(Agenda Item No. 24-293)

Persons needing special accommodations in order to participate in any City meeting should call 678.242.2500.

MILTON
ESTABLISHED 2006

STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DocuSigned by:
4D62B6BB0E9A487...
DATE: Submitted on August 29, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Approval of a Services Agreement between the City of Milton and Meer Electrical Contractors, Inc. for On-Call Electrical Services.

PROJECT DESCRIPTION

Two vendors have been selected for contract award: Capital City Electrical Services, LLC and **Meer Electrical Contractors, Inc.** The Contractor will provide on-call electrical services for City of Milton facilities, buildings, parking lots, grounds, and right-of-ways/roundabouts on an as needed basis.

Due to the competitive pricing and ability to meet the City's response needs for these types of services, the City decided to select both companies for contract award. The Annual contract price, for each contract, shall not exceed $75,000. This multi-year agreement will renew annually for five (5) years (first renewal term commencing on October 1, 2024 – and ending on September 30, 2029).

Staff is recommending the award of individual contracts with each of the two above named vendors. This memo and contract is for **Meer Electrical Contractors, Inc.** only. A separate memo and contract for *Capital City Electrical Services, LLC,* will follow in a subsequent City Council Meeting.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: Multiple (across various departments)
Requisition Total: Not to exceed $75,000.00 annually

REVIEW & APPROVALS

DocuSigned by:
45755D597160487...
Financial Review: Karen Ellis, Finance Director – August 29, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 15, 2024
Concurrent Review: Steven Krokoff, City Manager
DocuSigned by:
9E6DD808EBB74CF...
Attachments: Agreement for On-Call Electrical Services



AGREEMENT FOR ON-CALL ELECTRICAL SERVICES

THIS AGREEMENT is made and entered into this__ _day of _____, 2024 ___ (the "Effective Date"), 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 **MEER ELECTRICAL CONTRACTORS, INC.**, a Georgia corporation, located at 405 Tidwell Drive, Alpharetta, GA 30004 (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work 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 Response/Proposal
Exhibit "C" – Scope of Work
Exhibit "D" – Contractor Affidavit
Exhibit "E" – Subcontractor Affidavit

B. Project Description. The "Project" at issue in this Agreement is generally described as: On-Call Electrical Services for City of Milton facilities, buildings, parking lots, grounds, and right-of-ways/roundabouts.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. "Task Orders" will be issued to the Contractor stating each task requested of Contractor by the City. Unless otherwise stated in **Exhibit "C"** or in a Task Order, the Work includes 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 in a Task 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. The Parties agree that this is not a contract for public works construction subject to the provisions of O.C.G.A. Title 36, Chapter 91, or Title 36, Chapter 10, Article 2.

D. Schedule, Completion Date, 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. Emergency projects or repairs shall require a response to the site within two (2) hours, preferably sooner. Emergency services shall be available 24 hours per day 365 days per year. The timing of service delivery is set forth in more detail in **Exhibit "C"**.

The term of this Agreement ("Term") shall commence as of the Effective Date, and terminate without further obligation on the part of the City on September 30, 2024 (provided that certain obligations will survive termination/expiration of this Agreement). In accordance with O.C.G.A. § 36-60-13, this Agreement shall automatically renew for five (5) successive annual renewal terms (the first renewal term commencing on October 1, 2024 – and ending on September 30, 2029) (each renewal term is collectively referenced herein as "Renewal Terms," and individually referenced as "Renewal Term") absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to first day of the Renewal Terms. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

II. TASK ORDERS AND WORK CHANGES

A. Task Orders. All Work will be ordered by Task Order in written form (email is acceptable) sufficient to describe the scope of work requested. Task Orders may but need not define a "not to exceed without permission" budget for the Work. Task Orders shall be performed

in accordance with the terms of this Agreement, and must be issued by the City's Representative (as defined herein) or his or her delegate and sent to the Contractor's Representative (as defined herein) or his or her delegate.

B. Change Order Defined. A "Change Order" means a written modification of this Agreement, signed by representatives of City and Contractor with appropriate authorization and in accordance with the City's Purchasing Policy and any City budget restrictions.

C. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or 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 Annual Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Annual Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the "original contract price" (which represents the total aggregate expenditure amount that was appropriated for the Term and Renewal Terms herein).

III. COMPENSATION AND METHOD OF PAYMENT

A. Payment Terms. City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for 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 shall be submitted on a monthly basis. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

B. Annual Contract Price. The total amount paid during the initial Term of this Agreement or during any single Renewal Term as compensation for Work performed shall not, in any case, exceed $75,000.00 (the "Annual Contract Price"), except as outlined in a Change Order described in Section II(B) above. The compensation for Work performed shall be based upon the hourly worker rates and cost rates set forth in **Exhibit "B"** herein, and on an as-needed basis according to the Task Orders as described in Section I(C) and Section II(A) herein.

C. Reimbursement for Costs. The Annual Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: Contractor shall be reimbursed for costs in the types and at the rates set forth in **Exhibit "B"**.

IV. 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 in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. 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 Project, 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 as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

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 produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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. Peter Meer [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 and $2,000,000 (two million dollars) aggregate 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.

(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) Professional Liability of at least $1,000,000 (one million dollars)

limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.

(d) 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. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(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, Employers' Liability, and Professional 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.

(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) 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 IV(G) of this Agreement.

(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) 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.

(8) 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.

(9) 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 Professional Liability policy or Workers' Compensation policy.

(10) 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. 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.

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. 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. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [MARK APPROPRIATE CATEGORY]

____ 500 or more employees.

____ 100 or more employees.

XX 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.

K. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, 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.

L. 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.

M. 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.

N. Reserved.

O. Meetings. Contractor is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. 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.

Q. Reserved.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. 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 Representative. David Bergmaier shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. 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. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. 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 Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Annual Contract Price.

E. 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 VI(A) above.

F. 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.

G. 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.

VII. 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 by a written Change Order (as provided in Section II above) or other 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 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:

Meer Electrical Contractors, Inc.
Attn: Peter Meer
405 Tidwell Dr
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 shall 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 and has notified City of any discrepancies, conflicts or errors herein. 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: Meer Electrical Contractors, Inc.

Signature: _____

Print Name: Peter Meer

Title: President (Corporation)

[CORPORATE SEAL]
(required if corporation)



Attest/Witness:

Signature: _____
Print Name: Kelly Meer
Title: Secretary/Treasurer
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 8/28/2024
8433E81F7AF148A...
City Attorney Date

EXHIBIT "A"

MILTON
ESTABLISHED 2006

CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-PW05	**RFP Title:** On-Call Electrical Services
Due Date and Time: June 26, 2024, by 2:00 pm EST **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*	**Number of Pages: 48**

ISSUING DEPARTMENT INFORMATION	
Issue Date: June 6, 2024	
City of Milton **Public Works 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 https://www.miltonga.gov/government/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: 24-PW05** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **June 17, 2024, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at** www.miltonga.gov/government/finance/bids-rfps
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1._____Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2._____Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3._____Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

4._____Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at https://www.miltonga.gov/government/finance/bids-rfps will include all questions asked and answered concerning the RFP.

5._____Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6._____Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.

7._____Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

8._____Check the website for RFP addenda. Before submitting your response, check the City's website at https://www.miltonga.gov/government/finance/bids-rfps to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9._____Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10._____Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.

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 _____

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.)

_____

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
_____	_____
_____	_____
_____	_____

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:

_____	_____
_____	_____

RFP# 24-PW05
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PW05), On-Call Electrical 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_____

Print/Type Name_____

Print/Type Company Name Here_____

MILTON
ESTABLISHED 2006

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:

_____
E-Verify Number

_____
Date of Authorization

_____
Name of Contractor

On-Call Electrical 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:

_____

SCHEDULE OF EVENTS

Task	Date
Issue RFP	June 6, 2024
Site Visit *(recommended, but not mandatory)*	n/a
Deadline for Questions	June 17, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, June 20, 2024
Proposals Due	**By 2:00 p.m. EST on June 26, 2024**
Award Contract	July 22, 2024 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (https://www.miltonga.gov/government/finance/bids-rfps) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton (City) is seeking proposals from highly qualified Offerors with the demonstrated professional competence and experience to provide for the services as specified in the Scope of Work (Section 3). The awarded contractor must also have a sufficient number of qualified personnel to handle all electrical services needed by the City according to the required response times. The City of Milton may award multiple non-exclusive contracts. However, the City reserves the right to award the RFP to one Contractor if needed. The City desires a five (5) year agreement which is renewed annually.

A list of existing City facilities and grounds is attached herein as examples only. The number may change without prior notice. Contract award(s) will be based on overall price, services, performance, reliability, and location of the Offeror(s). It is the intent to award this RFP to "Full-Service Providers". The City's needs are outlined in the following Request for Proposal (RFP). All offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office:	Honor Motes, Procurement Manager
Address:	2006 Heritage Walk, Milton, GA 30004
Telephone Number:	678-242-2507
E-mail Address:	honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on June 17, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.
The City will provide an official written answer to all questions on or about **June 20, 2024.** The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at https://www.miltonga.gov/government/finance/bids-rfps .Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.
By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects the requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.
To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all potential phases of this project.

A. Submittal Requirements.
Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)

2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal: No more than five (5) pages – cover page(s), table of contents, tabs, and required forms do not count toward the page limit. It shall have a minimum of 11-point font.

Each Technical Proposal Shall Contain:

a. Offeror Qualifications - Include project staffing, qualifications/certifications of the team, and what sets the team apart.
b. Response Plan – describe your ability to meet required timelines, any anticipated challenges, and any innovative approaches.
c. Related Projects and References – Describe any similar projects with references and the degree of involvement of the team (References should contain email address for contact information)
d. Pricing (See Section 5.0)

6. Applicable Addenda Acknowledgement Forms (if necessary)

B. Failure to Comply with Instructions.
Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.
Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at https://www.miltonga.gov/government/finance/bids-rfps by 2:00 PM on June 26, 2024. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **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.*

D. Late Proposals.
Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

A. Understanding of Specifications and Requirements
By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

B. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

The City of Milton may, in the event the selected Offeror fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, request the Offeror submitting the next acceptable proposal to honor its proposal.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

All information received in response to this RFP, including copyrighted material,

is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.
Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.
Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.
The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.
The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or,

if necessary, to seek discussion/negotiation to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.
Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.
After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer
The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.
The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.
Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all

parties is in place.

I. Contract Negotiation.
The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.
Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

MILTON
ESTABLISHED 2006

SECTION 3: SCOPE OF SERVICES

3.0 STATEMENT OF INTENT

The purpose for this Request for Proposals is to solicit competitive proposals from qualified Contractors to provide on-call electrical services to the City of Milton. This includes all facilities, buildings, parks, parking lots, grounds, and right of ways/roundabouts. The locations include, but are not limited to:

Facility	Address
Milton City Hall	2006 Heritage Walk
Byrd House (Milton Senior Center)	15690 Hopewell Rd
Public Works Building	16050 Old Bullpen Rd
Bell Memorial Park	15245 Bell Park Rd
Bethwell Community Center	2695 Hopewell Rd
Birmingham Park	750 Hickory Flat Rd
Broadwell Pavilion	12615 Broadwell Rd
Legacy Park	170 Cox Rd
Mayfield Park	1000 Mayfield Rd
Milton City Park & Preserve	1785 Dinsmore Rd
Freedom Park	13200 Deerfield Pkwy
Friendship Park	12785 Birmingham Hwy
Providence Park	13440 Providence Park Dr
Fire Station #41	12675 Arnold Mill Rd
Fire Station #42	15240 Thompson Rd
Fire Station #43	750 Hickory Flat Rd
Fire Station #44	13690-A Hwy 9 North
Fire Station #45 (In construction)	13801 Birmingham Hwy
Police Headquarters & Court	13690-B Hwy 9 North
IGA Fields & Other Facilities	
ROW/Roundabouts	

3.1 OBJECTIVE

The selected Contractor shall provide all supervision, labor, tools, equipment, and services to perform electrical services as needed for the City of Milton. These services include, but are not limited to, generator maintenance and repair, replacing and installing light bulbs, contactors, connectors, wiring, fuses, breakers, ballasts, new circuits (including underground), fixtures, transformers, and photocells on city facilities, buildings, parking lots, athletic fields, right of way, etc. These services are to be performed on a task order basis as issued by the City. The City shall not assume any liability for vandalism or theft of any materials, tools, or equipment.

3.2 CONTRACTOR'S REPSONSIBILITIES

The Contractor must demonstrate the flexibility of performing multiple assignments for emergency and non-emergency calls. The Contractor shall ensure their capacity to perform work under this contract regardless of obligations elsewhere.

Ground surface protection (e.g. plywood) shall be utilized on all athletic/recreational fields or landscaped areas where heavy equipment is used in the performance of a task under this contract. Contractor shall be liable for damages to grounds or facilities.

Contractor's employees shall be attired in a company uniform with either a name tag or badge that displays their name. Background checks for all Contractor employees may be required by the City and will be performed by the City through the City's Police Department.

3.3 SAFETY

It is the responsibility of the Contractor to implement safeguards in compliance with OSHA standards to eliminate accidents, down time, and mistakes, while facilitating quality workmanship in adherence to all local, state, and federal laws as applicable. Also, the Contractor shall be responsible for the safety of employees and any unsafe acts or conditions that may cause injury or damage to any persons or property around the worksite.

3.4 LICENSES, PERMITS, AND FEES

The Contractor shall pay for all licenses required for this project and will comply with all laws, ordinances, regulations, and building code requirements applicable to the work being performed. The elected contractor must have a certified master electrician with a Class 2 electrical contractor license on its staff during the term of this contract as well as at least one member with a low voltage contractor license.

The Contractor shall obtain all permits for inspections, tests, and other services required for completion of the work. Fees will be waived for all permits issued by the City of Milton for work associated with this agreement. Inspections shall be scheduled by the Contractor.

3.5 TIME REQUIREMENTS

For routine projects or repairs, the Contractor shall commence to perform task within two (2) business days of verbal or written task order notice.

For emergency projects or repairs, the Contractor shall provide the City with a contact person's name and telephone number with voice mail paging or an answering service.

Contractors using voicemail or an answering service shall be required to initiate a call back within twenty (20) minutes and respond to the site within two (2) hours, preferably sooner. Emergency services shall be available 24 hours per day, 365 days per year.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.

SECTION 5: COST PROPOSAL – 2 Pages

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 24-PW05, On-Call Electrical Services

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.

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 of:

Print/Type Company Name Here: _____

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Title_____

See Cost Proposal Sheet Below

SECTION 5: COST PROPOSAL continued – Page 2 of 2

Proposed Rates – Electrical Services		
1	Percentage Mark-up for Materials	%
2	Percentage Mark-up for Rental Equipment	%
3	Service Call Cost – Per Project	$
Normal Hour Labor Rates (Monday-Friday 8:00am until 5:00pm)		
1	Hourly Rate for Electrician	$/hour
2	Hourly Rate for Helper/Assistant	$/hour
After Hour Labor Rates (Any other time than Monday-Friday 8:00am until 5:00pm)		
1	Hourly Rate for Electrician	$/hour
2	Hourly Rate for Helper/Assistant	$/hour
Equipment Rates		
List contractor owned equipment associated with underground and overhead electrical work (i.e. directional boring machines, bucket trucks, scissor lifts, trencher, backhoe, scaffolding, etc.). Include details regarding size and ability such as working height of bucket truck. List hourly cost of equipment.		
1		$/hour
2		$/hour
3		$/hour
4		$/hour
5		$/hour
6		$/hour
7		$/hour
8		$/hour
9		$/hour
10		$/hour
11		$/hour

Annual Escalator Percentage, if any: _____

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. Positive or negative City of Milton experiences are part of the evaluation. Lack of service experience with the City is not a detriment to the evaluation as long as positive references and experiences can be produced. The City reserves the right to test service at any vendor shop for evaluation purposes. The City may request short-listed proposers to meet with the City's Evaluation Committee for evaluation purposes.

Proposal Evaluation Criteria:

Qualifications, capabilities, references, response ability of the Offeror, and City of Milton experience (if any)	50%
Price	50%

Total Possible Points Available are 100 points.

1. *Interviews and Product Demonstration*

If applicable, short-listed Offerors will be invited to make a presentation to the City of Milton.

2. *Final Ranking*

Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on secondary presentation scores. The top-ranked proposal will be recommended for contract award, pending successful negotiations.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City

reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the

Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

EXHIBIT "B"

MILTON
ESTABLISHED 2006

CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-PW05	**RFP Title:** On-Call Electrical Services
Due Date and Time: June 26, 2024, by 2:00 pm EST **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*	**Number of Pages: 48**

ISSUING DEPARTMENT INFORMATION

Issue Date: June 6, 2024

City of Milton **Public Works 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 https://www.miltonga.gov/government/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: 24-PW05** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **June 17, 2024, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at** www.miltonga.gov/government/finance/bids-rfps

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address: Meer Electrical Contractors, Inc. 405 Tidwell Drive Alpharetta, GA 30004	Authorized Offeror Signatory: Peter F. Meer (Please print name and sign in ink)
Offeror Phone Number: 770-993-8028	Offeror FAX Number: 770-998-8709
Offeror Federal I.D. Number: 58-1564690	Offeror E-mail Address: peter@meerelectric.com

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

MILTON
ESTABLISHED 2006

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 **Meer Electrical Contractors, Inc.**

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.)

N/A

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
N/A	N/A

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:

N/A	N/A

MILTON
ESTABLISHED 2006

RFP# 24-PW05
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PW05), On-Call Electrical 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 6/24/2024

Print/Type Name **Peter F. Meer, President & CEO**

Print/Type Company Name Here Meer Electrical Contractors, Inc., dba Meer Electric

MILTON
ESTABLISHED 2006

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:

107624
E-Verify Number

March 17, 2008
Date of Authorization

Meer Electrical Contractors, Inc.
Name of Contractor

On-Call Electrical 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 in June, 24, 2024
Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Peter Meer President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 24 DAY OF June, 2024

NOTARY PUBLIC

CARMEN CLARK NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 24, 2028

[NOTARY SEAL]

My Commission Expires:
2/24/2028



Meer Electric

"Celebrating Over 40 years In Business"

City of Milton Request for Proposals

On-Call Electrical Services

RFP 24-PW05

June 25, 2024

Meer Electric
405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

City of Milton On-Call Electrical Services
RFP 24-PW05

Meer Electric:
Technical (Design) Team

Any of the key personnel that will be involved with any aspect of this Contract have 2 to 40 years of experience in providing electrical services. All employees are required to attend weekly staff meetings that include continuing education in any Electrical Code changes and ongoing safety education. Many Meer Electric employees came to our Company with little or no electrical experience. If so, the employee starts as a Helper, teaching the trade either through the Independent Electrical Contractors Association Apprenticeship Program which includes 8,000 hours of on-the-job training or through working with one of the experienced Technicians who train them as they work every day. In this way, employees learn the Meer Electric attention to detail, importance of exceptional customer service, compliance with the National Electrical Code, and safety as a top priority. Our Technicians are promoted through this program. Some employees are further trained in the use and maintenance of different pieces of equipment or specialized tools. This allows us to have more specialized talents within our Company.

Every Meer Electric employee has undergone a background check, drug testing and is required to wear a Meer Electric uniform. Many of our Supervisors, Technicians and Helpers have been with Meer Electric for over 5 years with some who have helped us build our business for over 23 years. Meer Electric's goal is to provide the highest quality service with complete customer satisfaction, and we have spent 40 years doing just that.



"Service is Our Most Important Product"

Meer Electric
405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

City of Milton On-Call Electrical Services
RFP 24-PW05
Meer Electric:
Technical (Design) Team
Breakdown of Our Team

Employee Name	Yrs of Electrical Experience	Yrs of Service with Meer Electric	Licenses/Certifications
Peter Meer President/CEO	40	40	Unrestricted Electrical License Federal Signal Corp Qualified Associate
Richard McClure Project Manager	23	23	Unrestricted Electrical License Federal Signal Corp Qualified Associate
Sahand Shakeri Technician	12	12	Graduate I.E.C. Apprenticeship Program On-The-Job Training at Meer Electric
Jason Robertson Technician	18	7	Graduate I.E.C. Apprenticeship Program On-The-Job Training at Meer Electric
Julio Corro Garcia Technician	8	8	Graduate I.E.C. Apprenticeship Program Federal Signal Corp Qualified Associate
Edgar Vasquez Technician	7	7	Graduate I.E.C. Apprenticeship Program Federal Signal Corp Qualified Associate
Ulices Flores Technician	6	6	I.E.C. 2nd Year Apprentice with On-The-Job Training at Meer Electric
James Cenobio Technician	4	4	Graduate I.E.C. Apprenticeship Program On-The-Job Training at Meer Electric
Victor Villalpando Technician	7	7	On-The-Job Training at Meer Electric
Felipe Gonzalez Technician	2	5	On-The-Job Training at Meer Electric
Cristopher Reyes Technician	5	5	On-The-Job Training at Meer Electric

Meer Electric
405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

City of Milton On-Call Electrical Services

RFP 24-PW05

Meer Electric:

Work Plan

We at Meer Electric appreciate the opportunity to submit a proposal for the On-Call Electrical Services for the City of Milton. Meer Electric was established by Rick and Judy Meer in March of 1984 and has been providing superior electrical services to commercial, municipal and residential customers for 40 years in the North Metro area. Peter Meer, who is now the owner & CEO of Meer Electric, has helped built the business and its reputation as one of the most dependable, efficient, trustworthy and value oriented contractors in the Atlanta area. We are proud of the relationships we have built with our customers as the electrical contractor they can trust to handle all their electrical needs.

We offer a wide variety of services including, but not limited to, troubleshooting electrical problems, replacing light bulbs, contactors, connectors, wiring, fuses, breakers; installing new circuits (including underground); installing fixtures, transformers and photo cells on City facilities, buildings, parking lots, ball fields, right of way, etc. In addition to 12 service trucks, we have 45' bucket truck and two 60' bucket trucks, plus a 65' derrick truck (crane), two underground boring rigs, underground locating equipment, an infrared thermographic camera, and tractors with backhoes that allow us to handle almost any maintenance, installation or repair. These and other specialty tools allow us to tackle almost anything that needs to be done in the most expedient and thorough manner.

Meer Electric is experienced in many different services. For many years, we have provided power for Special Events in the Cities of Alpharetta and Roswell. We have a Special Events Unit with 26 temporary panels and 4 miles of cable to reach vendors needing power. We have utility vehicles used to lay down ballfield plywood protection when using our bucket truck to maintain field lighting.

We also understand the importance of quick response time and getting the job done right when the City of Milton has an electrical problem or need that is interrupting their operations. Someone at Meer Electric can be reached or will call back within 15 -25 minutes, 24 hours per day, 365 days per year for emergency service, with response to the site within two hours. For routine projects or repairs, Meer Electric will be able to provide service within two days of verbal or written task order notice. When our truck arrives, there will be a Technician and a Helper with a fully stocked service truck and the tools and equipment needed to complete whatever services are required.

"Service is Our Most Important Product"

Meer Electric
405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

Meer Electric:
Work Plan
Page 2

Over the years, we have provided the City of Milton with quality service for electrical installations, maintenance, and repairs at City facilities. We look forward to continuing to provide that dependable service to the City of Milton through the contract being offered by the City. We appreciate the opportunity to present our proposal for that contract.

Sincerely,

Meer Electric

Peter Meer, Owner & CEO



Meer Electric

405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

City of Milton On-Call Electrical Services

RFP 24-PW05

Meer Electric:

References:

Roswell Recreation and Parks – Taylor Smith 678-794-5109 tsmith@roswellgov.com

3/4/2024 Roswell Area Park: 10495 Woodstock Road
Replaced bulbs and ballast on baseball fields & turf fields. Laid plywood down on all fields to ensure protection of fields. Used Meer Electric bucket trucks to replace bulbs and ballast.

2/22/2024 East Roswell Park: 9000 Fouts Road
Replaced fluorescent light bulbs with LED bulbs in gym. Lights were replaced with our 36 foot scissor lift.

6/15/2023 Roswell Area Park: 10495 Woodstock Road
Replaced (14) existing 40' wood poles with new concrete poles. These poles were set with our 65 foot Derrick Truck/Crane.

Roswell Fire Department – Alex Gonzata 678-230-1816

2023-2024 Weather Sirens throughout Roswell
Maintenance and service all weather sirens throughout Roswell by programming the radios, testing sirens, and making repairs as needed. Maintain Commander One services through Federal Signal for all sirens to work properly.

9/1/2023 Public Safety Training Center: 11565 Maxwell Rd
Rewired each conference room to become switched independently from each other.

Alpharetta Parks – Ruby Flynn 678-297-612 rflynn@alpharetta.ga.us

5/6/2024 North Park: 13450 Cogburn Rd.
Replaced (48) metal halide fixture with LED fixtures. Laid plywood down on all fields to ensure protection of fields. Used Meer Electric bucket trucks to change out fixtures.

2/8/2024 Community Agriculture Program Green House Power: 900 Rucker Road
Installed new electrical feed (100 amp panel) to green house.

10/16/2023 Wills Park Ballfields: 1825 Old Milton Parkway
Installed Mag locks on bathroom doors for security purposes. Install included PIR for exit release, timer, power supply with battery backup, exit button, and key switch outside of each door.

Meer Electric
405 Tidwell Drive • Alpharetta, Georgia 30004 • 770-993-8028

Meer Electric:
References:
Page 2:

City of Alpharetta/Special Events – Hilary Lew 678-371-1916 hlew@alpharetta.ga.us

5/9/2024 Taste of Alpharetta: Milton Ave.
Event set up and break down of the Taste of Alpharetta. Services included labor on day of event, use of our special events unit which includes temporary outlets and panels, generators, cable guards, and more. Meer Electric crews were available throughout the event to assist vendors that lost power or had other issues.

11/17/2023 Snow Machines & Tree Lighting Install
Install and connect (7) Snow Machines for 2024 Christmas Celebration. Meer Electric used their special events unit which includes temporary outlets and panels, generators, cable guards, and more.

10/17/2023 Alpharetta Community Center: 175 Roswell Street
Replaced existing fixtures in gymnastics room with LED fixtures.

City of Milton Rec and Parks – Tom McKlveen 678-242-2519 tom.mcklveen@cityofmilton.ga.us

4/25/2024 UFA Milton: 170 Cox Road
Legacy Park. Replaced existing ballfield lights with new. Laid plywood down on all fields to ensure protection of fields. Used Meer Electric bucket trucks to replace ballfield lights.

12/28/2023 Bell Memorial Park: 15245 Bell Park Road
Repaired fixtures in parking lot. Replaced bulbs, ballast, and fuses as needed throughout the parking lot.

2/27/2023 Birmingham United Methodist Church: 15770 Birmingham Hwy
Replaced existing scoreboard with new. Removed and rest pole for scoreboard. Used 65' derrick truck/crane to set scoreboard in the correct location.

Forsyth County Parks and Recreation – Rusty Pruitt 770-864-7559 jrpruitt@forsythco.com

4/2/2024 Central Park: Keith Bridge Road
Installed (18) foul post and poured concrete bases for each post.

2/19/2024 Midway Park: 5100 Post Road
Installed (14) foul post and poured concrete bases for each post.

MILTON
ESTABLISHED 2006

SECTION 5: COST PROPOSAL – 2 Pages

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 24-PW05, On-Call Electrical Services

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.

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 of:

Print/Type Company Name Here: Meer Electrical Contractors, Inc.

Authorized Signature _____ Date 6/24/2024

Print/Type Name Peter Meer

Print/Type Title Owner/CEO

See Cost Proposal Sheet Below

SECTION 5: COST PROPOSAL continued – Page 2 of 2

Proposed Rates – Electrical Services		
1	Percentage Mark-up for Materials	75 %
2	Percentage Mark-up for Rental Equipment	20 %
3	Service Call Cost – Per Project	$ 95.00
Normal Hour Labor Rates (Monday-Friday 8:00am until 5:00pm)		
1	Hourly Rate for Electrician	$/hour 144.00
2	Hourly Rate for Helper/Assistant	$/hour Included in rate
After Hour Labor Rates (Any other time than Monday-Friday 8:00am until 5:00pm)		
1	Hourly Rate for Electrician	$/hour 144.00
2	Hourly Rate for Helper/Assistant	$/hour Included in rate
Equipment Rates		
List contractor owned equipment associated with underground and overhead electrical work (i.e. directional boring machines, bucket trucks, scissor lifts, trencher, backhoe, scaffolding, etc.). Include details regarding size and ability such as working height of bucket truck. List hourly cost of equipment.		
1	All Bucket Trucks	$/hour 40.00
2	Directional Drill	$/hour 100.00
3	Backhoe	$/hour 50.00
4	Trencher	$/hour 50.00
5	Scissor Lift (up to 26')	$/hour 30.00
6	Scaffolding	$/hour 20.00
7	Horizontal ground piercing tool	$/hour 75.00
8	Side by side utility vehicle (used for ballfields to move plywood)	$/hour 30.00
9	65' 19 ton crane	$/hour 200.00
10	Underground locating equipment	$/hour 20.00
11	Underground fault finder	$/hour 20.00

Annual Escalator Percentage, if any: 5%

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Brittany Short	
PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	PHONE (A/C, No, Ext): (770) 858-7540	FAX (A/C, No): (770) 858-7545
	E-MAIL ADDRESS: brittany.short@pninsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Meer Electrical Contractors Inc
405 Tidwell Drive
Alpharetta GA 30004

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **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.

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EPP0058858	02/01/2024	02/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EPP0058858	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $ 500,000
A	☒ **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			EPP0058858	02/01/2024	02/01/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WGA5035900 06	02/01/2024	02/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Installation Floater			EPP0058858	02/01/2024	02/01/2025	Limit Deductible	200,000 500

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

Project: City of Milton, On-Call Electrical Services

CERTIFICATE HOLDER

City of Milton
2006 Heritage Walk
Milton GA 30004

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

William H Shaeles

© 1988-2015 ACORD CORPORATION. All rights re

EXHIBIT "C"

See Exhibit "A" and Exhibit "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:

107624
Federal Work Authorization User Identification Number

3/17/2008
Date of Authorization

Meer Electrical Contractors, Inc.
Name of Contractor

On-Call Electrical 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 August 28, 2024 in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Peter Meer President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28th DAY OF August, 2024

NOTARY PUBLIC

CARMEN CLARK NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 24, 2026

[NOTARY SEAL]

My Commission Expires:
2/24/2026

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 __Meer Electrical Contractors, Inc 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

NO Subs used

_____
Date of Authorization

_____
Name of Subcontractor

On-Call Electrical 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:

_____

STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DATE: Submitted on September 2, 2024, for the September 16, 2024, Regular City Council Meeting

DocuSigned by:
4D62B6BB0E9A487...

AGENDA ITEM: Approval of a Construction Services Agreement for Phase I Repairs at the City's Lackey Dam Facility in Lakhapani Preserve with JOC Construction, LLC.

PROJECT DESCRIPTION

Lackey Dam is located within the Lakhapani Preserve (greenspace property) and impounds an approximate 2-acre pond. Staff has conducting quarterly inspections over the last few years and has observed continued degradation of the downstream slope.

Specifically, staff has observed trees growing on the downstream slope (face) of the dam (The tree roots are degrading the structural integrity of the embankment.) several areas where rilling (small channels on the surface of the slope) is occurring, subduction (depressions or holes) within the slope which are continuing to grow in size, seepage from the dam near the base of the slope and water from the primary spillway has diverted from the spillway and is now undercutting the slope.

This contract will provide tree removal and stabilization of the downstream slope and will make repairs to the primary outfall need to mitigate undercutting of the toe of the slope.

PROCUREMENT SUMMARY

Purchasing method used: State Contract
Account Number: 100-6210-522240005
Requisition Total: $35,105.25

REVIEW & APPROVALS

DocuSigned by:
45755D597160487...

Financial Review: Karen Ellis, Finance Director – August 29, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 22, 2024
Concurrent Review: Steven Krokoff, City Manager –
Attachment(s): Construction Services Agreement

DocuSigned by:
Steven krokoff
9E6DD808EBB74CF...



CONSTRUCTION SERVICES AGREEMENT
Lackey Road Dam Phase I Rehab

This Construction Services Agreement (the "Agreement") is made and entered into this ___ day of ____, **20**___ (the "Effective Date"), 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 Milton City Council (hereinafter referred to as the "City") located at 2006 Heritage Walk, Milton GA 30004, and **JOC CONSTRUCTION, LLC**, a Georgia limited liability company, located at 1954 Airport Rd, Ste 235, Chamblee, GA 30341, (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the City desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, Section 2-626(b)(9) of the City of Milton Purchasing Policy allows procurement using contract terms negotiated by or through the State of Georgia Department of Administrative Services when such terms are deemed advantageous by the City; and

WHEREAS, the State Purchasing Division of the Department of Administrative Services has created a strategic partnership with Sourcewell previously known as the National Joint Powers Alliance, has established a Statewide Contract for Indefinite Quantity Construction (EZIQC) Services, and has made this Statewide Contract available to Georgia local governments; and

WHEREAS, the City and Contractor have jointly participated in the EZIQC process of creating a Work Order containing price terms and a scope of work acceptable to the City, and the terms and conditions in the said EZIQC contract are incorporated herein by reference but subject to the controlling terms set forth below; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work 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 Contract Documents, 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, and Contractor is aware that it must be licensed to do business in the State of Georgia.

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 hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

A. **"Exhibit A"** ~ Reserved;

B. Proposal from Contractor, dated August 20, 2024, attached hereto as **"Exhibit B"**;

C. Certificate of Insurance, attached hereto as **"Exhibit C"**;

D. **"Exhibit D"** ~ Reserved;

E. **"Exhibit E"** ~ Reserved;

F. Final Affidavit, attached hereto as **"Exhibit F"**;

G. Alien Employment affidavits attached hereto as **"Exhibits G.1 and G.2"**;

H. **"Exhibit H"** ~ Reserved;

I. Additional Payment/Retainage Requirements, attached hereto as **"Exhibit I"**;

J. City of Milton Code of Ethics (codified in the official Code of the City of Milton);

K. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect; Engineer; Contract Administrator

A. Project. A general description of the Project is as follows: provide services for the rehabilitation of the Lackey Road Dam located at 995 Lackey Road in Milton, Georgia. Detailed scope of work is provided in Exhibit "B". (the "Project"). A

third-party Architect or Engineer (as identified below) **has not** been retained related to this Project.

B. Architect/Engineer (if any).

(i) Architect *[if applicable]*. The Project has been designed by ____n/a_____ (hereinafter referred to as the "Architect"). The Architect will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

(ii) Engineer *[if applicable]*. The Project has been designed by ___n/a_____ (hereinafter referred to as the "Engineer"). The Engineer will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

C. Contract Administrator. The Contract Administrator for this Agreement shall be: Scott Tkach, City Engineer.

Section 3. The Work

A. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **"Exhibit B"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

B. Notice to Proceed. The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

C. Plans; Drawings and Specifications. The plans, drawings and specifications provided in **"Exhibit H",** attached hereto, are hereby acknowledged by the Parties

and incorporated herein by reference.

D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

(i) "Shop Drawings" are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(ii) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(iii) "Samples" are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a

written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the City and Contract Administrator and shall be delivered to the Contract Administrator or City upon completion of the Work.

Section 4. **Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use**

A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the City, and the Parties intend that all Work shall be completed on or before September 30, 2024. (the "Expected Date of Final Completion"). Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the calendar year in which this Agreement is executed, 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 September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent the City's provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the

deadlines specified in Section 4(A) above and within the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the City ___n/a___ for each and every calendar day that expires after a deadline provided in the Contract Documents.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:

(1) An increase in working forces;
(2) An increase in equipment or tools;
(3) An increase in hours of work or number of shifts;
(4) Expediting delivery of materials; and/or
(5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

D. Partial Occupancy or Use. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the City and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **THIRTY-FIVE THOUSAND, ONE HUNDRED FIVE, AND 25/100 DOLLARS** ($35,105.25) (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon a lump sum fee, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.

B. Additional Payment Requirements. Additional payment requirements are included as **"Exhibit I"**, attached hereto and incorporated herein by reference.

C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.

B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to

determine reasonable terms, and the Contractor shall proceed with the changed work.

C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.

D. Authority to Execute Change Order. 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 Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Milton City Council.

E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

A. Ethics Code; Conflict of Interest.

(i) 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 his 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 the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The 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 the City within five (5) business days of becoming aware of the existence of the conflict of interest.

(ii) Contractor and the 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. The Contractor and the 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-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the 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 in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be

provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further,

Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

(ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing

by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. 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

principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

I. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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

K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final

payment has been made.

L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

M. Contractor's Representative. Ryan Deal [INSERT NAME OF CONTRACTOR'S REPRESENTATIVE] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

N. 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 the City. Nothing contained in this Agreement shall be construed to make the Contractor, or any of its employees, servants or subcontractors, an employee, servant or agent of the City for any purpose. The 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 subcontractors, 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. The 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 the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the 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 the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the 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. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the 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. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

O. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, 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 alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such 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 the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the 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 the 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.

P. Insurance.

(1) Requirements: The 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the 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*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

(b) *Commercial Automobile Liability (owned, non-owned, hired)*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) *Professional Liability*: $1,000,000 (one million dollars) limit Professional Liability policy for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts ***(required if any professional services will be provided).***

(d) *Workers' Compensation and Employers' Liability*: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(e) *Builder's Risk Insurance*: Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the City and Contractor, as their interests may appear. The policy amount shall be equal to

100% of the Maximum Contract Price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by City; and iii) Performance of Work in connection with construction operations insured by the City, by its agents or lessees, or other contractors of the City or using agency." The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

(f) *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, Employers' Liability, and Professional Liability.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing so that the City may ensure the financial solvency of the 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 Umbrella Liability Coverage.

(i) *Additional Insured Requirement.* The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, 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 the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the 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.* The 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 the 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 the 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 the Contractor for the City.

(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 the Contractor for the 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 the City. The 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) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(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 shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate 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 the 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 the 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. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) 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.

(8) 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.

(9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. RESERVED.

R. Assignment of Agreement. The 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 the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits G.1 and G.2"** (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 its 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) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **"Exhibit G.1"**, and submitted such affidavit to City or provided the 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. 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 the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the 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 G.2",** 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 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 the 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 the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The 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 the City, the 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 a 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. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [DESIGNATE/MARK APPROPRIATE CATEGORY]

____ 500 or more employees.
____ 100 or more employees.
_X_ 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, the 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.

T. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements

prescribed by the 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, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the 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 the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the 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, the City or City's representative(s) shall not interfere with or disrupt such activities.

U. Confidentiality. Contractor acknowledges that it may receive confidential information of the 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. The Contractor agrees that confidential information it 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 the 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 the 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.

V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the 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; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.

W. RESERVED.

X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its 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.

Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the 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. The 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 the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 8. Covenants of the City

A. Right of Entry. The City shall provide for right of entry for Contractor and Contractor's 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 Representative. Scott Tkach, City Engineer shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not

otherwise in the possession of the City.

B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within __1____ year(s) (the "Warranty Period") from the date of Final Completion (as defined in **"Exhibit I",** attached hereto and incorporated herein by reference) at no additional cost to the City. An inspection shall be conducted by the City or its representative(s) near the completion of the respective Warranty Period to identify any issues that must be resolved by the Contractor. Expiration of any Warranty Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period. City may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

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

B. For Cause. The 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 the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The 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, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further,

this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.

D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to affect such assignment.

F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the 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 10(A) above.

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

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

Section 11. City's Rights; Contractor Default

A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the

default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. RESERVED.

Section 13. Miscellaneous

A. Complete Agreement. This Agreement, including all of the Contract Documents, 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 or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

B. 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.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions; Severability. 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 invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the 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 shall be exchanged between Scott Tkach for the City and Ryan Deal [INSERT CONTACT NAME] for the 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 calendar 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 addresses 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:

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

NOTICE TO CONTRACTOR shall be sent to:

JOC Construction, LLC
Attn: Matthew Noonan
1954 Airport Rd, Suite 235
Chamblee, GA 30341

G. Waiver of Agreement. No failure by the 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 the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the 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, warranties, and insurance maintenance requirements.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

J. 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, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. Force Majeure. Neither the City nor Contractor shall be liable for their 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 their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their 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.

L. Headings. 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.

M. 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.

N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors in the Contract Documents. 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 Contract Documents 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.

P. 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 the City at law or in equity.

Q. Use of Singular and Plural. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR: JOC Construction, LLC

By: _____

Print Name: Ryan Deal

Its: [CIRCLE ONE]
Member/Manager (LLC)

JOC CONSTRUCTION, LLC CORPORATE SEAL 2016 GEORGIA

Attest/Witness:

_____

Print Name: Betsy Babbit, Chief Of Staff

Its: _____
((Assistant) Corporate Secretary if corporation)

CITY OF MILTON, GEORGIA

By: _____
Steven Krokoff, City Manager

RATIFIED BY COUNCIL

By: _____
Peyton Jamison, Mayor

[CITY SEAL]

Attest:

_____

Print Name: _____
Its: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 8/27/2024
8433E81F7AF148A...
City Attorney Date

"EXHIBIT A"

Reserved

"EXHIBIT B"

The terms of this Agreement shall supersede any conflicting terms in the attached Work Order document and any contracts referenced therein.

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: GA-ST03-040820-LRI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 131582.00 Work Order Date: 08/20/2024

Work Order Title: City of Milton - Lackey Road Dam Phase I Rehab

Owner Name:	City of Milton	Contractor Name:	JOC Construction, LLC.
Contact:	Scott Tkach	Contact:	Ryan Deal
Phone:	678.242.2619	Phone:	(888) 807-9903

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST03-040820-LRI.

Brief Work Order Description:

City of Milton - Lackey Road Dam Phase I Rehab

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $35,105.25

Owner Purchase Order Number:

Approvals

Owner	Date	Ryan Deal Contractor	08/26/2024 Date

Sourcewell

GORDIAN®

Detailed Scope of Work

To: Ryan Deal
JOC Construction, LLC.
1954 Airport Rd. Ste 100
Chamblee, GA 30341
(888) 807-9903

From: Scott Tkach
City of Milton
2006 Heritage Walk
Milton, GA 30004
678.242.2619

Date Printed: August 20, 2024

Work Order Number: 131582.00

Work Order Title: City of Milton - Lackey Road Dam Phase I Rehab

Brief Scope: City of Milton - Lackey Road Dam Phase I Rehab

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached detailed scope of work (DSOW).

Ryan Deal _____ 08/26/2024
Contractor Date

_____ _____
Owner Date

Contractor's Price Proposal - Summary

Date:	August 20, 2024
IQC Master Contract #:	GA-ST03-040820-LRI
Work Order Number:	131582.00
Owner PO #:	
Work Order Title:	City of Milton - Lackey Road Dam Phase I Rehab
Contractor:	JOC Construction, LLC.
Proposal Name:	City of Milton - Lackey Road Dam Phase I Rehab
Proposal Value:	$35,105.25

03 - Tree removal & Stabilization	**$10,102.73**
04 - Primary outfall repair	**$25,002.52**
Proposal Total	**$35,105.25**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Contractor's Price Proposal - Detail

Date: August 20, 2024

IQC Master Contract #: GA-ST03-040820-LRI
Work Order Number: 131582.00
Owner PO #:
Work Order Title: City of Milton - Lackey Road Dam Phase I Rehab
Contractor: JOC Construction, LLC.
Proposal Name: City of Milton - Lackey Road Dam Phase I Rehab
Proposal Value: $35,105.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
03 - Tree removal & Stabilization						
1	01 22 23	00 0297		WK	3,200 To 3,500 LB Capacity, 76" Wide, Tracked Skid-Steer Loader With Full-Time Operator	$4,617.20
				Installation	Quantity 1.00 x Unit Price 4,151.41 x Factor 1.1122 = Total 4,617.20	
					Undercutting and stabilization of toe	
2	01 22 23	00 0297	0066	MOD	For Equipment Without Operator, Deduct	-$574.80
				Installation	Quantity 0.25 x Unit Price -2,067.24 x Factor 1.1122 = Total -574.80	
3	01 71 13	00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	$373.19
				Installation	Quantity 1.00 x Unit Price 335.54 x Factor 1.1122 = Total 373.19	
					Delivery of skid steer	
4	31 11 00	00 0004		ACR	Clear And Grub Medium Trees Up To 10" Diameter, Cut And ChipIncludes grub and removal of stump	$674.53
X				Installation	Quantity 0.25 x Unit Price 2,425.93 x Factor 1.1122 = Total 674.53	
					Tree clearing at toe (approx. 0.25); Equipment Only	
5	31 11 00	00 0004		ACR	Clear And Grub Medium Trees Up To 10" Diameter, Cut And ChipIncludes grub and removal of stump	$5,012.61
	X			Installation	Quantity 1.50 x Unit Price 3,004.62 x Factor 1.1122 = Total 5,012.61	
					Tree clearing at toe (approx. 0.25); Labor Only due to site conditions	
Subtotal for 03 - Tree removal & Stabilization						**$10,102.73**
04 - Primary outfall repair						
6	01 22 23	00 0377		WK	2-1/2 To 2-7/8 CY Hydraulic Excavator With Full-Time Operator	$11,494.92
				Installation	Quantity 1.50 x Unit Price 6,890.20 x Factor 1.1122 = Total 11,494.92	
					Excavator for repairing existing and installing new rip rap	
7	01 22 23	00 0377	0066	MOD	For Equipment Without Operator, Deduct	-$578.24
				Installation	Quantity 0.25 x Unit Price -2,079.64 x Factor 1.1122 = Total -578.24	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 131582.00
Work Order Title: City of Milton - Lackey Road Dam Phase I Rehab

Proposal Name: City of Milton - Lackey Road Dam Phase I Rehab
Proposal Value: $35,105.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
04 - Primary outfall repair						
8	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	$1,462.81
					Quantity x Unit Price x Factor = Total	
				Installation	1.00 x 1,315.24 x 1.1122 = 1,462.81	
					Deliver/Pickup of excavator	
9	31 32 19	16 0005		SY	4.5 Ounce/SY, 55 Mil, 120 LB Grab Tensile Nonwoven Polypropylene Geotextile Fabric (Carthage Mills FX-45HS)	$584.13
					Quantity x Unit Price x Factor = Total	
				Installation	260.00 x 2.02 x 1.1122 = 584.13	
					Geo fabric for stabilization and separation between rip rap and soil	
10	31 32 19	16 0005	0090	MOD	For >250 To 500, Add	$28.92
					Quantity x Unit Price x Factor = Total	
				Installation	260.00 x 0.10 x 1.1122 = 28.92	
11	31 37 13	00 0010		TON	>50 To 100 LB Average Pieces Random, Dumped From Truck, Rip Rap	$12,009.98
					Quantity x Unit Price x Factor = Total	
				Installation	170.00 x 63.52 x 1.1122 = 12,009.98	
					Rip Rap for primary outfall stabilization	
Subtotal for 04 - Primary outfall repair						**$25,002.52**

Proposal Total **$35,105.25**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Sourcewell

GORDIAN®

Client - City of Milton

Detailed Scope of Work

Print Date:	August 20, 2024
Work Order Number:	131582.00
Work Order Title:	City of Milton - Lackey Road Dam Phase I Rehab
Contractor:	GA-ST03-040820-LRI - JOC Construction, LLC.
Brief Scope:	City of Milton - Lackey Road Dam Phase I Rehab

To: Ryan Deal
JOC Construction, LLC.
1954 Airport Rd. Ste 100
Chamblee, GA 30341
(888) 807-9903

From: Scott Tkach
City of Milton
2006 Heritage Walk
Milton, GA 30004
678.242.2619

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see the attached detailed scope of work (DSOW).

Owner _____ Date _____

Ryan Deal _____ 08/26/2024
Contractor **Date**

August 20, 2024

City of Milton

Lackey Road Dam Maintenance Phase I
995 Lackey Road
Roswell, Georgia 30075

Summary of Scope

This Scope of Work includes horse fencing at secondary spillway, additional dirt to create crest at dam center, and tree removal & tow stabilization based on general specifications provided by City of Milton and observations made by contractor at site visit completed on July 11, 2024.

Detailed Scope of Work

We have included the following items in our proposal:

Tree Removal & Toe Stabilization (M&O)

1. Remove approximately 10' of trees beyond current tree line at the dam toe.
   1.1. All cut trees to be mulched on site.
2. Stabilization of toe included in this scope of work following tree removal.
   2.1. Stabilization details to be reviewed and approved by City of Milton prior to work commencing.
   2.2. Stabilization to include undercutting of the dam at the base near the primary outfall

Primary Outfall Stabilization (M&O)

1. Repair existing rip rap and install new as required to prevent additional future erosion.

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.

8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

1. NA

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **60 Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment form the site.
2. Owner will be provided a 1-year warranty from Contractor on furnished material and workmanship.

Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are **NOT** required. If the contractor will be responsible for obtaining applicable permits for the above mentioned work, then Owner will be responsible for reimbursement of any fees that may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the EZIQC master document.
2. Prevailing wages have **NOT** been included in this proposal.

August 20, 2024

3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM EST.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.
6. Proposal based on 2500 psi existing soil compaction.
7. Proposal based on existing water supply having adequate pressure to service needs of this project. No additional devices have been included to accommodate pressure issues.

“EXHIBIT C”

JOCCONS-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2024

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	CONTACT NAME: Patty Snyder	
RSS Insurance 6236 Airpark Drive Suite B Chattanooga, TN 37421	PHONE (A/C, No, Ext): (423) 805-2657	FAX (A/C, No): (423) 954-9444
	E-MAIL ADDRESS: psnyder@rssins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Casualty Company	28665
INSURED	INSURER B : Evanston Insurance Company	35378
JOC Construction, LLC 1954 Airport Road Suite 100 Chamblee, GA 30341	INSURER C : Underwriters At Lloyd's, London	15642
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	EPP0600851	12/27/2023	12/27/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EPP0600851	12/27/2023	12/27/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			EPP0600851	12/27/2023	12/27/2024	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		EWC0600850	12/27/2023	12/27/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution			CPLMOL119160	9/1/2023	9/1/2025	Occurrence	1,000,000
C	Professional			PCXB-5020876-0723	7/19/2023	7/19/2024	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Lackey Road Dam Phase I Rehab

CERTIFICATE HOLDER

City of Milton
2006 Heritage Walk
Milton, GA 30004

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "D"

Reserved

"EXHIBIT E"

Reserved

"EXHIBIT F"

FINAL AFFIDAVIT

STATE OF _____
COUNTY OF _____

TO CITY OF MILTON, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for City of Milton, Georgia have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which City of Milton, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this ____ day of _____, 20____._____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

[NOTARY SEAL]

My Commission Expires

_____

"EXHIBIT G.1"

STATE OF GEORGIA
COUNTY OF DEKALB

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 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:

1152617
Federal Work Authorization User Identification Number

December 21, 2016
Date of Authorization

JOC Construction, LLC
Name of Contractor

Lackey Road Dam Phase I Rehab
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 August 26, 2024 in Chamblee (city), GA (state).

Signature of Authorized Officer or Agent

Matthew Noonan, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY OF August, 2024.

Notary Public

[NOTARY SEAL]

My Commission Expires:
02/17/2025

"EXHIBIT G.2"

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

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 JOC Construction, LLC 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 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

Lackey Road Dam Phase I Rehab
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 _____,201__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

"EXHIBIT H"

See Exhibit "B"

"EXHIBIT I"

ADDITIONAL PAYMENT TERMS

A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

(i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. Payment for Work Completed and Costs Incurred. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The City shall pay the Contractor within thirty (30) calendar days after approval of the invoice by City staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the City a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and City in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the City. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the City shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in

conformity with the Contract Documents, as determined by the City in its sole discretion. The City shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the City, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the City of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. Final Payment and Retainage. The Contractor through each invoice (except the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the Contract Administrator or the City. All amounts retained by the City shall be held as a lump sum until Final Completion of all Work, regardless of earlier completion of individual component(s) of the Work. The final payment issued by the City shall include all amounts retained by the City under this paragraph, subject to any deviations in the Work or Change Orders executed pursuant this Agreement.

MILTON
ESTABLISHED 2006

STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DocuSigned by:
4D62B6BB0E9A487...
DATE: Submitted on August 26, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Approval of a Construction Services Agreement between the City of Milton and Wilson Construction Management, LLC. for Construction Services Related to the Morris Road Widening Project.

PROJECT DESCRIPTION

The Contractor will be providing construction services related to road construction, utility relocation and stormwater installation for the Morris Road widening project. This project will provide better connectivity between the new McGinnis Ferry/GA 400 interchange and the Deerfield District.

PROCUREMENT SUMMARY

Purchasing method used: Bid Award-ITB (Over $50,000)
Account Number: 335-4101-541400010
Requisition Total: $6,852,884.10

REVIEW & APPROVALS

DocuSigned by:
45755D597160487...
Financial Review: Karen Ellis, Finance Director – August 28, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 13, 2024
Concurrent Review: Steven Krokoff, City Manager
DocuSigned by:
9E6DD808EBB74CF...
Attachments: Construction Services Agreement



CONSTRUCTION SERVICES AGREEMENT

Morris Road Widening Project

This Construction Services Agreement (the "Agreement") is made and entered into this ___ day of ____, **20**___ (the "Effective Date"), 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 Milton City Council located at 2006 Heritage Walk, Milton, GA 30004,(hereinafter referred to as the "City"), and **WILSON CONSTRUCTION MANAGEMENT, LLC**, a Georgia limited liability company located at 6365 McDonough Dr, Norcross, GA 30093, (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the City desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the City solicited bids for construction of the Project pursuant to the Request for Bids, dated June 27, 2024, attached hereto as **"Exhibit A"** and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely bid, attached hereto as **"Exhibit B"** and incorporated herein by reference, and met all bid requirements such that the City awarded Project Number ITB 24-PW06, Morris Road Widening Project to the Contractor; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid, the City has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work 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 Contract Documents, 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, and Contractor is aware that it must be licensed to do business in the State of Georgia.

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 hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

A. Request for Bids, attached hereto as **"Exhibit A"**;

B. Bid Documents from Contractor, dated July 24, 2024, attached hereto as **"Exhibit B"**;

C. Scope of Work, attached hereto as **"Exhibit C"**;

D. Any required Performance Bond, Payment Bond, and Maintenance Bond, attached hereto collectively as **"Exhibits D.1, D.2, and D.3"**;

E. Noncollusion Affidavit of Prime Bidder, attached hereto as **"Exhibit E"**;

F. Final Affidavit, attached hereto as **"Exhibit F"**;

G. Alien Employment affidavits, attached hereto as **"Exhibits G.1 and G.2"**;

H. Plans, drawings and specifications, attached hereto collectively as **"Exhibit H"**;

I. Additional Payment/Retainage Requirements, attached hereto as **"Exhibit I"**;

J. Key Personnel, attached hereto as **"Exhibit J"**

K. Contract Administration provisions (if issued), attached hereto as **"Exhibit K"**;

L. General Conditions (if issued), attached hereto as **"Exhibit L"**;

M. Supplementary Conditions (if issued), attached hereto as **"Exhibit M"**;

N. **"Exhibit N"** ~ *Reserved*;

O. City of Milton Code of Ethics (codified in the official Code of the City of Milton);

P. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or

supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. **Project Description; Architect; Engineer; Contract Administrator**

A. Project. A general description of the Project is as follows: provide road construction services for the widening of Morris Road in Milton, Georgia, (the "Project"). A third-party Architect or Engineer (as identified below) **has** been retained related to this Project.

B. Architect/Engineer (if any).

(i) Architect *[if applicable]*. The Project has been designed by N/A (hereinafter referred to as the "Architect"). The Architect will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

(ii) Engineers *[if applicable]*. The Project has been designed by Pond & Company (hereinafter referred to as the "Engineers"). The Engineers will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

C. Contract Administrator. The Contract Administrator for this Agreement shall be: Matthew Fallstrom, Capital Projects Manager.

Section 3. **The Work**

A. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **"Exhibit C"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

B. Notice to Proceed. The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the

Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

C. Plans; Drawings and Specifications. The plans, drawings and specifications provided in **"Exhibit H"**, attached hereto, are hereby acknowledged by the Parties and incorporated herein by reference.

D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

(i) "Shop Drawings" are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(ii) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(iii) "Samples" are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the City and Contract Administrator and shall be delivered to the Contract Administrator or City upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the City, and the Parties intend that all Work shall be completed on or before September 30, 2026 (the "Expected Date of Final Completion"). Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the fiscal year in which this Agreement is executed, 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 September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent the City's provision of written notice of non-renewal to Contractor at

least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

B. Time is of the Essence. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:

(1) An increase in working forces;
(2) An increase in equipment or tools;
(3) An increase in hours of work or number of shifts;
(4) Expediting delivery of materials; and/or
(5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

D. Partial Occupancy or Use. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the City and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **SIX MILLION, EIGHT HUNDRED FIFTY-TWO THOUSAND, EIGHT HUNDRED EIGHTY-FOUR AND 10/100 DOLLARS ($6,852,884.10)** (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon unit pricing, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.

B. Additional Payment Requirements. Additional payment requirements are included as **"Exhibit I"**, attached hereto and incorporated herein by reference.

C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the City and the Contractor with appropriate authorization.

B. Right to Order Changes. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts

as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the City and the Contractor.

D. Authority to Execute Change Order. 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 Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Milton City Council.

E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

A. Ethics Code; Conflict of Interest.

(i) 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 his 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 the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The 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 the City within five (5) business days of becoming aware of the existence of the conflict of interest.

(ii) Contractor and the 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. The Contractor and the 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-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

B. Meetings. The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the 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 in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable

standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the

Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

(ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract

Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. 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 principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

I. City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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

K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as

appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

M. Contractor's Representative. DANIEL MILLER, V.P., shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

N. 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 the City. Nothing contained in this Agreement shall be construed to make the Contractor, or any of its employees, servants or subcontractors, an employee, servant or agent of the City for any purpose. The 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 subcontractors, 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. The 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 the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the 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 the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

Inasmuch as the City and the 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. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the 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. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

O. Responsibility of Contractor and Indemnification of City. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, 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 alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such 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 the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the 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 the 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.

P. Insurance.

(1) Requirements: The 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the 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*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

(b) *Commercial Automobile Liability (owned, non-owned, hired)*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) *Workers' Compensation and Employers' Liability*: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease.

(d) *Builder's Risk Insurance*: Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the City and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by City; and iii) Performance of Work in connection with construction operations insured by the City, by its agents or lessees, or other contractors of the City or using agency." The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

(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 the City in writing so that the City may ensure the financial solvency of the 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 Umbrella Liability Coverage.

(i) *Additional Insured Requirement.* The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, 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 the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the 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.* The 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 the 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 the 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 the Contractor for the City.

(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 the Contractor for the 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 the City. The 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) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(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 shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate 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 the 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 the 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. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) 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.

(8) 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.

(9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. Bonds. In public works construction contracts valued at more than one hundred thousand dollars ($100,000.00) or road construction/maintenance contracts valued at five thousand dollars ($5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance, Payment, and Maintenance bonds on the forms attached hereto as **"Exhibits D.1, D.2, and D.3"** and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. Assignment of Agreement. The 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 the City. As to any approved subcontractors, the

Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits G.1 and G.2"** (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 its 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) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **"Exhibit G.1"**, and submitted such affidavit to City or provided the 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. 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 the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the 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 G.2",** 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 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 the 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 the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The 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 the City, the 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 a 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. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [DESIGNATE/MARK APPROPRIATE CATEGORY]

____ 500 or more employees.
____ 100 or more employees.
__V__ 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, the 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.

T. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the 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, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the 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 the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the 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, the City or City's representative(s) shall not interfere with or disrupt such activities.

U. Confidentiality. Contractor acknowledges that it may receive confidential information of the 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. The Contractor agrees that confidential information it 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 the 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 the 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.

V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the 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; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.

W. Key Personnel. All of the individuals identified in **"Exhibit J"**, 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 J"**, without written approval of the City. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the 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.

X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its 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.

Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the 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. The 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 the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to

execute any additional documents that may be necessary to evidence such assignment.

Z. 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 County, 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 County, 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, County 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 County 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 County to enter into such litigation to protect the interest of the County 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.

Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 8. Covenants of the City

A. Right of Entry. The City shall provide for right of entry for Contractor and Contractor's 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 Representative. Matthew Fallstrom, Capital Projects Manager shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-

built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City.

B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within __1____ year(s) (the "Warranty Period") from the date of Final Completion (as defined in **"Exhibit I"**, attached hereto and incorporated herein by reference) at no additional cost to the City. Further, Contractor shall provide all maintenance services, including parts and labor, for __2____ year(s) (the "Maintenance Period") from the date of Final Completion at no additional cost to the City. An inspection shall be conducted by the City or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, City shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. City may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

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

B. For Cause. The 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 the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The 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, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.

D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

F. Conversion to Termination for Convenience. If the City terminates this Agreement for cause and it is later determined that the 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 10(A) above.

G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, drawings,

reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.

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

Section 11. City's Rights; Contractor Default

A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30)

calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of euring the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. Construction Administration

If a Contract Administrator other than the City has been hired in relation to the Project, the Contract Administrator's administration of the construction of the Project shall be as described in **"Exhibit K"**, attached hereto. The Contractor agrees to the construction administration provisions contained in **"Exhibit K."**

Section 13. Miscellaneous

A. Complete Agreement. This Agreement, including all of the Contract Documents, 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 or the Contraet Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

B. 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 Contraetor submits to the jurisdiction and venue of such eourt.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions; Severability. 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 invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the 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 shall be exchanged between Matthew Fallstrom for the City and Daniel Miller for the 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 calendar 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 addresses 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:

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

NOTICE TO CONTRACTOR shall be sent to:

Wilson Construction Management, LLC
Attn: Nathaniel Wilson
6365 McDonough Dr
Norcross, GA 30093

G. Waiver of Agreement. No failure by the 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 the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the 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, warranties, and insurance maintenance requirements.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

J. 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, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. Force Majeure. Neither the City nor Contractor shall be liable for their 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 their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their 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.

L. Headings. 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.

M. 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.

N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors in the Contract Documents. 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 Contract Documents 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.

P. 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 the City at law or in equity.

Q. Use of Singular and Plural. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

WILSON CONSTRUCTION MANAGEMENT, LLC

By: _____

Print Name: DANIEL MILLER

Its: Member/Manager

Attest/Witness:

_____

Print Name: JEREMIAH WILSON

Its: SECRETARY

((Assistant) Corporate Secretary if corporation)

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest:

_____ [CITY SEAL]
City Clerk

Approved as to form:

Signed by:
Jennifer McCall 8/26/2024
City Attorney 8436E81F7AE148A... Date

"EXHIBIT A"

HOME OF 'THE BEST QUALITY OF LIFE IN GEORGIA'
MILTON
ESTABLISHED 2006

CITY OF MILTON
INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: ITB 24-PW06	**Project Name:** Morris Road Widening Project
Due Date and Time: July 24, 2024 Local Time: 2:00 p.m.	**Number of Pages: 116**

ISSUING DEPARTMENT INFORMATION	
Issue Date: June 27, 2024	
City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Fax: 678-242-2499** **Website: *www.miltonga.gov/government/finance/bids-rfps***

INSTRUCTIONS TO BIDDERS	
Electronic Submittal: **Bids 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 Face of Bid Submittal:** **Bid Number: 24-PW06** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **July 10, 2024 by 5:00 p.m. EST** **Submit questions online via the BidNet Direct procurement portal at:** ***www.miltonga.gov/finance/bids-rfps***
BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D. Number:	Bidder E-mail Address:
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

Table of Contents

Topic	Page
Definitions	3
Invitation to Bid	4
Schedule of Events	5
Bidding Instructions (What must be submitted)	6
Insurance/Bond Requirements	7
Bid Form and Addenda Acknowledgement	12
Bid Bond (3 pages)	14
Qualifications Signature and Certification	17
Corporate Certificate	17
List of Subcontractors	18
Contractor Affidavit and Agreement (eVerify)	19
Disclosure Form	20
Project Specifications	21
Bid Schedule Submittal Form (5 pages)	38
General Conditions	44
EPD Air Quality Rules	50
Sample Contract Agreement	51

DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control* Devices

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

MILTON
ESTABLISHED 2006

Invitation to Bid 24-PW06

The City of Milton is accepting sealed bids from qualified firms for the Morris Road Widening Project for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on July 24, 2024.** Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at *www.miltonga.gov/finance/bids-rfps* .

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is July 10, 2024, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about July 17, 2024*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (24-PW06) and bid name (Morris Road Widening Project) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT	DATE
ITB Issue Date	June 27, 2024
Deadline for Receipt of Written Questions	5 PM on July 10, 2024
Posting of Written Answers by City to Websites on or about	July 17, 2024
ITB DUE	**No Later than 2:00 P.M. on July 24, 2024**
Tentative Contract Award (on/about)	August 19, 2024
Notice to Proceed (on/about)	*To be coordinated with the Contractor*

NOTE: PLEASE CHECK THE CITY WEBSITE (*http://www.miltonga.gov/finance/bids-rfps*) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	12-13
3	Bid Bond (3 pages)	14-16
4	Qualifications Signature and Certification	17
5	List of Subcontractors	18
6	Contractor Affidavit and Agreement (eVerify)	19
7	Disclosure Form	20
8	Bid Submittal Form (5 pages)	38-43

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a unit price "purchasing contract" with one firm to be the primary supplier of the Morris Road Widening Project, ITB 24-PW06.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

(1) Requirements: The 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.

(2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability of $1,000,000 (one million dollars) limit per single occurrence, $2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for 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 accident.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.

(4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) 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) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.

(b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.

(c) All Coverages:

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Bests' rating of no less than A:VI.

(6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming

the Parties as additional insureds.

(8) 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.

(9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number 24-PW06
Morris Road Widening Project

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA

BIDDER (Name and Address):

_____

SURETY (Name and Address of Principal Place of Business):

_____

OWNER (hereinafter referred to as the "City" (Name and Address):
City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):

_____

BOND
BOND NUMBER:
DATE (Not later that Bid due date):
PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

_____(Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title:

Attest: _____
Signature and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title:
(Attach Power of Attorney)

Attest:_____
Signature and Title:

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars ($ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20_____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

_____

_____

_____

Signature: _____

Print Name: _____

Title: _____

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, odministrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
3.2 All Bids are rejected by the City; or
3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Poyment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days ofter the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by

personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. 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 this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date 8/13/2024

Print/Type Name DANIEL MILLER

Print/Type Company Name Here WILSON CONSTRUCTION MANAGEMENT

CORPORATE CERTIFICATE

I, JEREMIAH WILSON, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that DANIEL MILLER who signed said bid in behalf of the Contractor, was then (title) V.P. of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of GEORGIA.

This 13 day of AUGUST, 2024

_____ (Seal)
(Signature)

CONSTRUCTION MANAGEMENT LLC
LIMITED LIABILITY COMPANY
SEAL
08/23/2019
GEORGIA
WILSON

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: WILSON CONSTRUCTION MANAGEMENT

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

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:

1556715
eVerify Number

6/17/2020
Date of Authorization

WILSON CONSTRUCTION MANAGEMENT
Name of Contractor

Morris Road Widening Project
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 AUGUST, 13, 2024 in NORCROSS (city), GA (state).

Signature of Authorized Officer or Agent

DANIEL MILLER V.P.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16th DAY OF August, 2024

Marla M. Stotland
NOTARY PUBLIC

[NOTARY SEAL]

MARLA M STOTLAND
MY COMMISSION EXPIRES
NOTARY PUBLIC
JULY 11, 2026
CARROLL COUNTY, GEORGIA

My Commission Expires: 7/11/2026

MILTON
ESTABLISHED 2006

DISCLOSURE FORM

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

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

Name of Bidder WILSON CONSTRUCTION MANAGEMENT

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.)

N/A

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

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

PROJECT SPECIFICATIONS

1. To bid on this contract, the Bidder must be listed on the current Georgia Department of Transportation Pre-Qualified Contractors list and must have work class 400-Hot Mix Asphaltic Concrete Construction classification. The Contractor must also possess a Utility Contractors license. No exceptions. The Contractor must be in good standing with the City of Milton.

   Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include project date, location, description, and contact's email information.

2. The Contractor shall comply with the plans and specifications for the Morris Road Frowm Webb Road/ Deerfield Avenue to Bethnay Bend as prepared by POND (Design Engineer), dated 02/23/2024. The plans may be downloaded at:

   Final Construction Plans Morris Road Widening Project:

   https://www.miltonga.gov/home/showdocument?id=7647&t=638543134172323330

   In addition to other standard specifications referenced herein, the bid package includes:
   a. Construction Drawings;
   b. Special Provision 163 – Miscellaneous Erosion Control Items;
   c. Special Provision 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices;
   d. Special Provision 171 – Silt Fence;
   e. Special Provision 700 – Grassing.

3. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."

4. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

5. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.

6. Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted herein.

PROJECT SPECIAL PROVISIONS

All project signage and striping are to be pre-marked and approved by Milton Public Works prior to installation.

Limits of disturbance shall be marked prior to clearing beginning. The Contractor will mark all trees to be removed with city personnel prior to any clearing starting.

During the construction of the project, the City shall always provide ingress and egress to the property by coordinating schedules of the driveway construction with the property owner's representative and agrees that both driveways will not be blocked at the same time.

The following items have been negotiated with the adjoining property owners and are part of this project. These items may or may not be shown in the plans. If pay items are not set up for these items, the cost should be included in the overall bid price for the project.

Parcel 7: The driveway the subject property on Morris Road as shown the right of way plans shall remain open with reasonable ingress and egress at all times during project construction.

The Contractor shall not disturb the wrought iron fence located behind the impacted wooden fence approximately located between STA 117+00 and STA 113+00 as shown on the right of way plans.

The City's contractor shall relocate the existing decorative stop sign to a location as per the Manual on Uniform Traffic Control Devices Guidelines (MUTCD) during the Project construction.

September 8, 2017

Department of Transportation
State of Georgia
Special Provision
County: FULTON
PI No.: M005405

Section 316 – Cement Stabilized Reclaimed Base Construction (CSRB)

316.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing flexible pavement and a predetermined depth of the underlying base course with Portland cement. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

316.1.01 Related References

General Provisions 101 through 150

A. Standard Specifications

Section 109—Measurement and Payment

Section 301—Soil Cement Construction

Section 412—Bituminous Prime

Section 814—Soil Base Materials

Section 821—Cutback Asphalt

Section 824-Cationic Asphalt Emulsion

Section 830—Portland Cement

Section 880—Water

B. Referenced Documents

GDT 19 – Determining Maximum Density of Soil-Cement mixtures

GDT 20 – Determining Field Density of soils with <45% retained on the No. 10 sieve and < 10% retained on the 1 inch sieve

GDT 21 - Determining Field Density of soils containing >45% retained on the No.10 sieve or >10% retained on the 1 inch sieve

GDT 59 - Testing Density of roadway materials with Nuclear Gauge

GDT 65 – Laboratory Design of Soil-Cement and Cement Stabilized Graded Aggregate

GDT 67 – Family of Curves Method for determining Maximum Density of soils

GDT 86 – Determining the compressive strength of Cement Stabilized Base cores taken from the roadway

Section 316 – Cement Stabilized Reclaimed Base Construction (CSRB)

316.1.02 Submittals

Prior to construction, submit a Construction Work Plan to the Engineer consisting of the proposed equipment, materials, and operation procedures. If the Engineer determines that the Work Plan is not satisfactory, revise the procedures and augment or replace equipment, as necessary, to complete the Work.

316.1.03 Mix Design

The Contractor shall submit a mix design to the Office of Materials and Testing for approval at least three weeks prior to construction. The Mix Design process shall be completed in accordance with GDOT Test Method/GDT 65 by an accredited materials laboratory. The sampling, testing, proportioning, and documentation shall be completed by an accredited materials laboratory. The Contractor will be responsible for ensuring that appropriate traffic control measures are in place during the sampling operations. In-place samples of the road structure shall be taken at a minimum frequency of 1000 feet per two lanes; alternating the sample locations to achieve a sample every 500 lane-feet. Additional samples may be needed to represent material changes and/or problem areas. Each sample shall contain at least 30lbs of proportionally blended materials to be reclaimed. The Portland cement used in the design process must be from an approved source listed on GDOT's Qualified Products List/QPL3 and representative of the same material to be used in construction.

The mix design submittal to the Office of Materials and Testing shall include the following:

1. Approximately 100lbs of proportionally blended material from all in-place samples taken from the roadway.
2. A one gallon sample (plastic container) of the stabilizer used in the mix design.
3. All Test Data (charts, graphs, spreadsheets, etc.) along with design parameters. Test data should include the target gradation of the blended material, optimum moisture content of mixing, and application rate of the stabilizer to meet the design requirements.

Note: Since the Mix Design is based on source specific materials, any changes to materials or sources will render the design invalid.

316.2 Materials

Ensure that materials meet the requirements of the following GDOT Standard Specifications:

Material	Section
Blotter material (sand)	412.3.05.G.3
Soil Base Material	814.2.02
Cutback asphalt, RC-30, RC-70, RC-250 or MC-30, MC-70, MC-250, CSS-1h, AE-P, CRS-2	821.2.01
Portland Cement (Type I or Type II)	830.2.01
Water	880.2.01

316.3 Construction Requirements

316.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

316.3.02 Equipment

Equipment used in CSRB construction must meet the following requirements and be approved by the Engineer prior to the beginning of construction. All equipment shall be in satisfactory condition and capable of its intended purpose. The Engineer may at any time reject any equipment that is deemed unsafe, erratic, or produces an inadequate performance.

Note: Equipment type, size, operation and condition are subject to the Engineer's approval and must be adjusted and/or replaced upon their request.

A. Reclaimer

CSRB will require a reclaimer unit that meets the following requirements:

1. Designed expressly for reclamation capable of pulverizing and mixing through asphaltic pavement, granular/soil base, Subbases, and subgrade down to depths of at least 12 inches.
2. Having a cutting drum with a minimum width of 8ft.
3. Capable of continuously mixing materials to a homogenous blend and at a consistent depth.
4. Powered by an engine of at least 500 horsepower with steerable front and rear wheels.
5. Controlled by an electronic metering system capable of injecting mix water directly into the mixing chamber and has automatic sensors to monitor water application and mixing depth.

B. Spreader

For CSRB construction, use a cyclone-type mechanical spreader or its equivalent that will spread Portland cement in a relatively dust-free process. Spreader must have an electronic or mechanical metering system which monitors the application rate.

Note: The use of pneumatic tubes to transfer cement or lime directly onto the roadway will not be allowed.

C. Additional Equipment (Water Truck, Compaction and Grading equipment, and Prime Distributer)

Additional equipment necessary to complete the work must be in satisfactory condition and proper for its intended purpose. Compactive equipment includes a sheep's foot roller, vibratory steel wheel roller and a pneumatic rubber tire roller. Use the correct size/type rollers or combination thereof that is capable of achieving the required density. A pressure distributor that complies with GDOT Standard Specifications/Subsection 424.3.02.B will be required to apply the bituminous prime coat.

Note: Equipment type, size, operation and condition are subject to the Engineer's approval and must be adjusted and/or replaced upon their request.

316.3.03 Preparation

Prior to commencing reclaiming operations, blade grass and excess soil a minimum of 12 inches from the edge of pavement. Locate mark and preserve existing centerline, manholes, and utilities (gas, water, and electric lines). Relocate mailboxes and other appurtenances within such proximity to the roadway as to risk damage or

interfere with the work. Remove sections of driveway aprons in the right-of-way where necessary to permit the reclaimer to operate without damaging the machinery or driveway pavement. If necessary, saw-cut a neat parallel line to the proposed edge of pavement and remove the concrete along the road. After all work is complete, replace appurtenances to their original location as nearly as possible.

316.3.04 Construction

A. Weather Limitations

1. Mix only when the weather permits the course to be finished without interruption and within the time specified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F in the shade and rising.

B. Moisture Adjustment

Adjust the moisture content of the roadway materials to within 100 to 120 percent of the optimum moisture immediately before spreading the cement. The optimum moisture content is determined by the Job Mix Design and can be adjusted by the Engineer.

C. Cement Application

1. Apply cement on days when wind will not interfere with spreading.
2. Apply cement at the rate specified on the Job Mix Design (as established by GDT-65) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within ± 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed. Each tanker of cement shall be checked by using a square yard cloth/certified scales and by determining the overall coverage area of each tanker. Multiple checks may be necessary to ensure that the spread rate is maintained within the ± 10 percent limit.
4. If the cement content falls below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified, make necessary adjustments to the spreader, and perform additional checks to ensure the problem is corrected. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.
5. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
6. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
7. Replace damaged cement at no cost to the Department when damage is caused by:
    a. Hydration due to rain, before or during mixing operations.
    b. Spreading procedures are contrary to the requirements stated above.
    c. Displacement by the Contractor's equipment or other traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread, and continue until a homogeneous and uniform mixture is produced. The Engineer at any time may require adjustments or replacement of equipment if a homogeneous and uniform mixture conforming to these Specifications is not achieved.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements:
    a. 100 percent passing the 3 inch sieve
    b. 55 percent of the roadway material, excluding gravel, passes the No. 4 sieve.
3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section
    a. A test section shall be constructed with the first tanker of cement delivered to the project. The length of the test section will be determined by area in which the entire tanker of cement will cover.
    b. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. And if the Engineer deems necessary, revise the compaction procedure or replace equipment.
2. Time Limits
    a. Complete compaction within 2 hours after the cement has been applied.
    b. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.
    c. Complete all operations within 4 hours from adding cement to finishing the surface.
3. Moisture Control
    a. During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.
4. Compaction Requirements
    a. Use a sheep's foot roller, steel wheel roller or pneumatic-tired roller for initial compactive effort unless an alternate method is approved by the Engineer.
    b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design.
    c. Uniformly compact the mixture and then shape to the grade, line, and cross- section shown on the Plans.
    d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.

e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.

f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in Subsection 316.3.04.E.4.

g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

1. Form a straight transverse joint at the end of each day's construction or whenever the work is interrupted.
2. Create the straight transverse joint by cutting back into the completed work to form a true vertical face free of loose or shattered material.
3. Form the joint at least 2ft from the point where the spreader strike-off plate comes to rest at the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base

1. The surface of the completed base course must be moist cured until the bituminous prime is applied.
2. Apply prime only to an entirely moist surface. If weather delays prime application, apply prime as soon as the surface moisture is adequate
3. Apply bituminous prime according to GDOT Standard Specifications/Section 412 as soon as possible and in no case later than 24 hours after completion of the finishing operations.
4. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed work. Protect the stabilized area from freezing during the curing period.

H. Opening to Traffic

1. Correct any failures caused by traffic at no additional cost to the Department. Make repairs specified in GDOT Standard Specifications/Subsection 300.3.06.B, whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the work until final acceptance as specified in GDOT Standard Specifications/Section 105.

316.3.05 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to GDOT Test Method/GDT 19 or GDT 67.
2. Determine the in-place density of finished courses according to GDOT Test Method/GDT 20, GDT 21 or GDT 59 , as soon as possible after compaction, but before the cement sets.

B. Gradation Tests

1. Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements as stated above in Subsection 316.3.04.D.2.

C. Finished Surface Tests

1. Check the finished surface of the cement-stabilized base course transversely using one of the following tools:
    a. A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections
    b. A system or ordinates measured from a stringline
    c. A surveyor' level
2. Ensure the ordinates measured from the bottom of the template, stringline, or straightedge, to the surface do not exceed ½ inch at any point.

D. Thickness Tolerances

1. Determine the thickness of the cement-stabilized base course, by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 feet per 2 lanes. Checks shall be taken after the completion of the base course and prior to priming.
2. If any measurement is deficient in thickness by more than ½ inch, make additional measurements to isolate the affected area. Correct any area deficient by more than ½ inch to the design thickness by using one of the following methods:
    a. Apply GDOT approved asphaltic concrete 9.5mm Superpave.
    b. Reconstruct to the required thickness.

    No payment will be made for any Asphaltic Concrete 9.5mm Superpave used to correct deficiencies nor will pavement be made for removing and reconstructing the deficient work.

3. If any measurement is excesses thickness by more than ½ inch, make additional measurements to isolate the affected area. If the basis of payment is per cubic yard and the average thickness for any mile increment exceeds the allowable ½ inch tolerance. The excess quantity in that increment will be deducted from the Contractor's payments. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ inch tolerance by the surface area of the base, as applicable.

316.4 Measurement

A. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard. The width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard.

B. Portland Cement

Measure Portland cement by the ton.

Section 316 – Cement Stabilized Reclaimed Base Construction (CSRB)

C. Bituminous Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of GDOT Standard Specifications/Section 412 in the Unit Price Bid for each individual base item.

316.5 Payment

A. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square yard. Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, bituminous prime and maintenance.

B. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton. Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or error.

Payment will be made under:

Item No. 301-6000	Cement Treated Base Course	Per square yard
Item No. 301-5000	Portland Cement	Per ton

Office of Materials and Testing

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed.

Completion time will not be extended for normal weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch at the project site and the average temperature failed to exceed 40 degrees F. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be submitted monthly as part of the current month's pay application.

No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sunday or national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified, or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change. The UAS documents will be made available to the contractor with the NTP. Below are the Utilities present and estimated days for relocation.

AT&T 285 days.
Sawnee EMC 268 days.
AGL 247 days.
Zayo 117 days.
Comcast 75 days.
Fulton County Water 48 days.
Fulton County Sewer 12 days.

Call "811 Know what's below Call before you dig." Locate, maintain, and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. This shall include variable message boards to be placed near the intersection location, prior to beginning construction activities, to notify the traveling public of the upcoming lane closure(s). These variable message boards shall remain in place from to the beginning construction until substantial completion of the project. There shall be three (3) variable message boards, (one in each direction).

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement

markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mailboxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor shall secure the services of a GDOT qualified geotechnical testing firm to perform all required tests. Test results shall be provided to the City promptly as the work progresses. Tests shall meet GDOT Specs for type, method, and frequency. This work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PAVEMENT MIX DESIGN AND EQUIPMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Plant mix shall have 5% AC at the minimum and RAP shall not exceed 20% of the mix.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City on a daily basis.

The most current version of the GDOT Specifications and Special Provisions apply, including but not limited to section 400 (including off-system Special Provision). Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions. The asphalt equipment list must be submitted with the bid documents. The asphalt spreader shall have a minimum of 175 horsepower and a maximum spread width of 13'.

PAVEMENT MILLING

The milling equipment shall be a power-driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape, and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The Contractor shall also mill across the whole roadway at the beginning and ending limits of the project to provide an adequate tie-in with existing pavements.

Topping shall be tapered/feathered so as to tie into existing driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the City prior to paving.

Areas where no curb exists are not to be milled except as may be directed on the plans or to provide adequate tie-in with existing pavement. The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform texture.

Areas where curb and gutter exist shall be edge milled to a distance of 6 feet from the edge of the gutter to provide a level transition from the final paved surface to the top of the gutter pan. Depth of the edge milling at the gutter shall be equal to the depth of the final asphalt topping coarse.

A ten-foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The Contractor shall provide the straightedge and labor for its use. All irregularities in excess of 1/8" in 10' shall be re-milled at no additional cost.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

The Contractor shall be responsible to repair any damage to existing curbs, aprons, and driveways caused by the Contractor's operations at no additional cost to the City.

All material generated as a result of the milling operation shall become the property of the Contractor. The milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of patching.

After milling is completed all loose and flaking masses of asphalt shall be removed.

The Contractor and City shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack on all areas. The cost of bituminous tack shall be included in the cost of the project. Bituminous tack is not measured as a separate pay item. AC-20 or AC-30 shall be used. All surfaces shall

be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .03 to .06 gallons per square yard.

CONCRETE SIDEWALKS AND ADA RAMPS

This work shall consist of the installation of new 5' sidewalk and ADA compliant ramps. The Contractor will install the new sidewalk in accordance with GDOT Standard Specifications Sections, Article 441. Ramps will be constructed in accordance to GDOT detail A3 that replaces GA Standard 9031W and must meet Federal ADA standards with regard to slope and grade and shall be constructed using 3000 psi concrete (class A). The Contractor shall inspect the locations specified in the bid to determine the extent of work necessary to construct or upgrade each ramp. The Contractor is to select the ramp type to be used based on the site conditions and configuration of existing sidewalk present unless specifically indicated. In some circumstances the Contractor can install detectable warning panels if existing ramps are constructed to at the proper grade and slope.

Expansion joints shall be placed at an interval of 40 feet on center throughout the sidewalk length and at all interfaces with existing sidewalk or structures.

The surface of the sidewalk and subgrade shall not exceed a cross slope of 2%. This slope shall be directed to the street unless otherwise directed by the City.

The forms shall be made of steel or wood to insure the accurate maintenance of lines and grades. Flexible strips may be used where necessary on curves. After forms are completely set in place the Contractor shall have the forms inspected by the City prior to pouring concrete.

All new concrete sidewalks shall be a minimum of 4 inches thick and shall meet the GDOT specifications for Portland Cement Concrete.

The subgrade shall be thoroughly moistened, and the concrete shall be deposited to the proper depth. The concrete along the edges of the forms shall be well spaded against the forms and the concrete shall be struck off until all voids are removed, and the surface has the required grade and cross section. The surface shall be struck off with a straight edge, floated and troweled just enough to produce a smooth dense surface, free from irregularities. Brushing crosswise with a fine hare brush or broom is required to produce a non-slip surface. All joints and edges shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The City reserves the right to reject any sidewalk segments not finished in accordance with these standards or finished in a professional and workmanlike manner. All sidewalk sections that are rejected by the City shall be

removed and replaced by the Contractor at no additional charge. The Contractor is responsible for protecting the sidewalk from the elements, travel and vandalism.

After the concrete has set sufficiently, but not more than three (3) days, the forms shall be removed, and the spaces shall be backfilled with topsoil. The area between the sidewalk and the curb shall be graded to slope toward the curb and allow drainage to flow toward the curb after sod installation.

The removal and disposal of existing curb and other concrete to construct or upgrade each ramp and construct sidewalk along with any clearing, grubbing, tree and shrub trimming or removal that impacts construction shall be considered incidental.

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE – 5 pages total]

BID SCHEDULE: MORRIS ROAD WIDENING PROJECT (ITB 24-PW06)

ITEM	UNITS	DESCRIPTION	QUANTITY	PRICE	AMOUNT
ROADWAY:					
150-1000	LS	TRAFFIC CONTROL - LUMP SUM	1		
210-0100	LS	GRADING COMPLETE - LUMP SUM	1		
301-5000	TN	PORTLAND CEMENT	200		
310-1101	TN	GR AGGR BASE CRS, INCL MATL	5700		
310-5060	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL	1841		
315-1012	SY	CEMENT STABILIZED RECLAIMED BASE COURSE, 12 IN, INCL MATERIAL	13,200		
402-4510	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	125		
402-1812	TN	RECYL AC LEVELING, INC BM&HL	500		
402-3130	TN	RECYL AC 12.5 MM SP, GP2, BM&HL	2280		
402-3190	TN	RECYL AC 19 MM SP, GP 1 OR 2, INC BM&HL	2600		
402-3121	TN	RECYL AC 25 MM SP, GP 1 OR 2, INC BM&HL	1678		
413-0750	GL	TACK COAT	2200		
432-5010	SY	MILL ASPH CONC PVMT, VARB DEPTH	4920		
439-0022	SY	PLAIN PC CONC PVMT CL 3 CONC, 10 IN THK	410		
441-0104	SY	CONC SIDEWALK, 4 IN	2456		
441-0106	SY	CONC SIDEWALK, 6 IN	3450		
441-0108	SY	CONC SIDEWALK, 8 IN	513		
441-0748	SY	CONC MEDIAN, 6 IN	1227		
441-4030	SY	CONC VALLEY GUTTER, 8 IN	531		
441-5008	LF	CONC HEADER CURB, 6 IN, TP 7	1105		
441-5025	LF	CONC HEADER CURB, 4 IN, TP 9	296		
441-6216	LF	CONC CURB & GUTTER/ 8X24TP2	7910		
441-6219	LF	CONC CURB & GUTTER/ 8X24TP7	3418		
446-1100	LF	PVMT REF FAB STRIPS, TP2,18 INCH WIDTH	500		
500-3120	LF	CLASS A CONCRETE, TYPE P3, RETAINING WALL	89		
500-3201	CY	CLASS B CONCRETE, RETAINING WALL	140		

500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	51		
515-2015	LF	GALV STEEL PIPE HANDRAIL	210		
634-1200	EA	RIGHT OF WAY MARKERS	108		
641-1200	LF	GUARDRAIL, TP W	1025		
641-5001	EA	GUARDRAIL ANCHORAGE, TP 1	1		
641-5015	EA	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	2		
					$
DRAINAGE:					
550-5180	LF	STORM DRAIN PIPE, 18 IN, CLASS III	3072		
550-5240	LF	STORM DRAIN PIPE, 24 IN, CLASS III	1008		
550-4224	EA	FLARED END SECTION 24 IN, STORM DRAIN	2		
668-1100	EA	CATCH BASIN, GP 1	44		
668-1110	LF	CATCH BASIN, GP 1, ADDL DEPTH	24		
611-4003	EA	RECONSTR CATCH BASIN, GROUP 1	1		
668-2100	EA	DROP INLET, GP 1	8		
668-2110	LF	DROP INLET, GP 1, ADDL DEPTH	2		
611-3010	EA	RECONSTR DROP INLET, GROUP 1	2		
668-4300	EA	STORM SEWER MANHOLE, TP 1	3		
668-4311	LF	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2		
550-1720	LF	STORM DRAIN PIPE, 72 IN, H 1-10	81		
207-0203	CY	FOUND BKFILL MATL, TP II	22.5		
511-1000	LB	BAR REINF STEEL	1272		
500-3101	CY	CLASS A CONCRETE	18.7		
					$
SIGNING AND MARKING:					
653-0110	EA	THERM PVMT MARK, ARROW, TP 1	2		
653-0120	EA	THERM PVMT MARK, ARROW, TP 2	24		
653-0130	EA	THERM PVMT MARK, ARROW, TP 3	10		
653-0160	EA	THERM PVMT MARK, ARROW, TP 6	12		
653-0170	EA	THERM PVMT MARK, ARROW, TP 7	3		
653-0296	EA	THERM PVMT MARK, WORD, TP 15	6		
653-1501	LF	THERMO SOLID TRAF ST 5 IN, WHI	4620		
653-1502	LF	THERMO SOLID TRAF ST, 5 IN YEL	4000		
653-1704	LF	THERM SOLID TRAF STRIPE,24, WH	210		
653-4830	GLF	THERM SKIP TRAF STRIPE,18, WHITE	170		
653-1804	LF	THERM SOLID TRAF STRIPE, 8, WH	5815		
653-3501	GLF	THERMO SKIP TRAF ST, 5 IN, WHI	7555		
653-6004	SY	THERM TRAF STRIPING, WHITE	750		

653-6006	SY	THERM TRAF STRIPING, YELLOW	380		
654-1001	EA	RAISED PVMT MARKERS TP 1	210		
654-1003	EA	RAISED PVMT MARKERS TP 3	50		
636-1033	SF	HWY SIGNS, TP1MAT, REFL SH TP 9	329.5		
636-1036	SF	HWY SGN, TP1MAT, REFL SH TP11	246		
636-2070	LF	GALV STEEL POSTS, TP 7	760		
636-2080	LF	GALV STEEL POSTS, TP 8	159		
					$
EROSION CONTROL:					
700-9300	SY	SOD	10,540		
163-0232	AC	TEMPORARY GRASSING	5		
700-7000	TN	AGRICULTURAL LIME	13		
700-8000	TN	FERTILIZER MIXED GRADE	2		
163-0240	TN	MULCH	64		
700-8100	LB	FERTILIZER NITROGEN CONTENT	400		
163-0301	EA	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2		
165-0101	EA	MAINT OF CONST EXIT	2		
171-0010	LF	TEMPORARY SILT FENCE, TYPE A	4540		
165-0010	LF	MAINT OF TEMP SILT FENCE, TP A	4540		
171-0030	LF	TEMPORARY SILT FENCE, TYPE C	2321		
165-0030	LF	MAINT OF TEMP SILT FENCE, TP C	2321		
163-0550	EA	CONS & REM INLET SEDIMENT TRAP	72		
165-0105	EA	MAINT OF INLET SEDIMENT TRAP	72		
167-1000	EA	WATER QUALITY MONITORING AND SAMPLING	4		
167-1500	MO	WATER QUALITY INSPECTIONS	24		
603-2018	SY	STN DUMPED RIP RAP, TP 1, 18 IN	147		
603-7000	SY	PLASTIC FILTER FABRIC	147		
700-6910	AC	PERMANENT GRASSING	1		
716-2000	SY	EROSION CONTROL MATS, SLOPES	1150		
					$
LANDSCAPING:					
009-3500	LS	MISC LANDSCAPE ITEMS	1	$ 125,000.00	$ 125,000.00
WATER MAIN INSTALLATION:					
171-0030	LF	TEMPORARY SILT FENCE, TYPE C	200		
500-3101	CY	CLASS A CONCRETE	5		
611-8120	EA	ADJUST WATER METER BOX TO GRADE	3		
611-8140	EA	ADJUST WATER VALVE BOX TO GRADE	8		

670-1060	LF	WATER MAIN, 6 IN, DIP	100		
670-1080	LF	WATER MAIN, 8 IN, DIP	100		
670-1500	EA	CUT & PLUG OR REMOVE EXISTING WATER MAIN	2		
670-1900	EA	INLINE PLUG	1		
670-2500	EA	INSERT VALVE (8" TO 12" DIA)	1		
670-2080	EA	GATE VALVE, 8 IN	1		
670-2002	EA	VALVE MARKER REMOVE	4		
670-3087	EA	TAPPING SLEEVE & VALVE ASSEMBLY	2		
670-4000	EA	FIRE HYDRANT	4		
670-5620	LF	WATER SERVICE LINE, 3/4 IN	50		
669-5010	LF	WATER SERVICE LINE, 1 IN	50		
670-5020	LF	WATER SERVICE LINE, 2 IN	20		
670-9710	EA	RELOCATE EXITING FIRE HYDRANT	1		
670-9720	EA	RELOCATE EXITING WATER VALVE, INC BOX	1		
670-9730	EA	RELOCATE EXITING WATER METER, INC BOX	1		
670-9920	EA	REMOVE EXIST FIRE HYDRANT	3		
668-3300	EA	SAN SEWER MANHOLE, TYPE 1	2		
611-8050	EA	ADJUST MH TO GRADE	5		
670-9737	EA	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND BYPASS.	2		
					$
SIGNAL ADJUSTMENTS:					
615-1100	LF	DIRECTIONAL BORE PIPE - 7 IN	170		
647-1100	EA	TRAFFIC SIGNAL INSTALLATION NO.1 - MORRIS AT BETHANY BEND	1		
682-6233	LF	CONDUIT, NONMETAL, TP 3, 2 IN	510		
937-4100	LS	PEDESTRIAN DETECTION SYSTEM NO.1 - MORRIS AT BETHANY BEND	1		
		MISCELLANEOUS CONSTRUCTION ALLOWANCE			$ 500,000.00
				Total:	

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form ~ 5 pages total

Morris Road Widening Project (ITB 24-PW06)

Morris Road Widening Project:

Total Bid Price: $ _____
(including Misc. Construction Allowance)

Print Total Bid Price: _____
(including Misc. Construction Allowance)

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINT / TYPE NAME & TITLE_____

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101	DEFINITION AND TERMS
Section 101.10 BOARD	Delete as written and substitute the following: CITY COUNCIL OF CITY OF MILTON, GEORGIA
Section 101.14 COMMISSIONER	Delete as written and substitute the following: DIRECTOR OF PUBLIC WORKS, CITY OF MILTON
Section 101.16 CONTRACT	Delete the second paragraph and substitute the following: The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.
Section 101.22 DEPARTMENT	Delete as written and substitute the following: PUBLIC WORKS DEPARTMENT CITY OF MILTON
Section 101.24	Delete as written and substitute the

ENGINEER	following: DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR
Section 101.47 STATE HIGHWAY ENGINEER	Delete as written and substitute following: DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR
Section 101.74 SUPPLEMENTAL AGREEMENT	Retain as written and substitute the following: Any Supplemental Agreement that has a dollar value amount that is less than $25,000.00 shall not require the assent of the Surety."
Section 101.84	Add: DIRECTOR OF PUBLIC WORKS CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK	Add the following paragraph: "The City will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."
Section 102.07 REJECTION OF PROPOSALS	Add the following subparagraphs "I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed. "J. The City also reserves the right to reject any and all bids from any person, firm, or

corporation who is i arrears in any debt or obligation to The City of Milton, Georgia."

Section 102.08 PROPOSAL GUARANTY

Substitute the following for the first sentence
"No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City."

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:
Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid."

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:
"No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499.Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:
"The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of

Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties."

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:
"At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below:
Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-third (1/3) of the contract. "

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:
"Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Milton, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate."

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:
"The Contractor shall inspect all easements and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations

contained in easements acquired by the Department."

Section 107.21 CONTRACTORS

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following sentence to Paragraph A:
"The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work."

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the Second Paragraph under 'A. General"
As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the Following:
"Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in

connection with same."

NOTICE TO CONTRACTORS
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER 391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

MILTON
ESTABLISHED 2006

ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 24-PW06

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 ITB.

COMPANY NAME: WILSON CONSTRUCTION MANAGEMENT

CONTACT PERSON: DANIEL MILLER

ADDRESS: 6365 MCDONOUGH DR

CITY: NORCROSS **STATE:** GA **ZIP:** 30093

PHONE: 770-516-8778 **FAX:** _____

EMAIL ADDRESS: DMILLER@WILSONCM.COM

_____ _____
Signature **Date**

ADDENDUM #1

ADDENDUM #1
ITB 24-PW06
Questions and *Answers*

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

1. We have briefly reviewed the Bidding Documents have not been able to find a project duration and or project completion date. Can you please provide one or the other? ~ *Completion date will be 9/30/26.*

2. Will this project utilize the GDOT Asphalt Cement Index or will it be Non Indexed? ~ *Non-Indexed.*

3. Are there any waterline detail pages? ~ *The Contractor will use the Fulton County Water Details and Specifications*

4. Are there any 44 series water relocation plans or are we just to use the 24 series general utility plans? ~ *24 series*

5. Does City of Milton have waterline specs, or are we just to reference GDOT specs or Fulton County Specs? ~ *Contractor will follow Fulton County Water Specifications for relocation.*

6. Can you please provide contract completion date for the project? ~ *9/30/2026*

7. Will the construction contract be extended if there is any delay in utility relocations? Additionally, could you please verify whether all utility relocations will be done simultaneously or one after the other? ~ *The City will work with the Contractor on completion dates if the we run into delays with utility relocation. We have a Utility Relocation Schedule from the utility companies that will be made available to the Contractor with the NTP. It will fall on the Contractor to coordinate utility relocation.*

8. As per page number 33 of the bid document, three variable message boards are required. However, according to page 19-000 A of the plan set, a minimum of four message boards are required. Could you please verify the total number of message boards needed? ~ *(4) VMS boards will be required.*

"EXHIBIT B"

HOME OF 'THE BEST QUALITY OF LIFE IN GEORGIA'
MILTON
ESTABLISHED 2006

CITY OF MILTON
INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: ITB 24-PW06	**Project Name:** Morris Road Widening Project
Due Date and Time: July 24, 2024 Local Time: 2:00 p.m.	**Number of Pages: 116**

ISSUING DEPARTMENT INFORMATION	
Issue Date: June 27, 2024	
City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Fax: 678-242-2499** **Website: *www.miltonga.gov/government/finance/bids-rfps***

INSTRUCTIONS TO BIDDERS	
Electronic Submittal: **Bids 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 Face of Bid Submittal:** **Bid Number: 24-PW06** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **July 10, 2024 by 5:00 p.m. EST** **Submit questions online via the BidNet Direct procurement portal at:** ***www.miltonga.gov/finance/bids-rfps***

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address: Wilson Construction Management, LLC 6365 McDonough Drive, Norcross, Ga, 30093	Authorized Bidder Signatory: Daniel Miller (Please print name and sign in ink)
Bidder Phone Number: 770 -596-8778	Bidder FAX Number: N/A
Bidder Federal I.D. Number: 84-3674747	Bidder E-mail Address: Dmiller@wilsoncm.com

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

Table of Contents

Topic	Page
Definitions	3
Invitation to Bid	4
Schedule of Events	5
Bidding Instructions (What must be submitted)	6
Insurance/Bond Requirements	7
Bid Form and Addenda Acknowledgement	12
Bid Bond (3 pages)	14
Qualifications Signature and Certification	17
Corporate Certificate	17
List of Subcontractors	18
Contractor Affidavit and Agreement (eVerify)	19
Disclosure Form	20
Project Specifications	21
Bid Schedule Submittal Form (5 pages)	38
General Conditions	44
EPD Air Quality Rules	50
Sample Contract Agreement	51

DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

MILTON
ESTABLISHED 2006

Invitation to Bid 24-PW06

The City of Milton is accepting sealed bids from qualified firms for the Morris Road Widening Project for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on July 24, 2024.** Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at *www.miltonga.gov/finance/bids-rfps .*

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is July 10, 2024, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about July 17, 2024*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (24-PW06) and bid name (Morris Road Widening Project) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT	DATE
ITB Issue Date	June 27, 2024
Deadline for Receipt of Written Questions	5 PM on July 10, 2024
Posting of Written Answers by City to Websites on or about	July 17, 2024
ITB DUE	**No Later than 2:00 P.M. on July 24, 2024**
Tentative Contract Award (on/about)	August 19, 2024
Notice to Proceed (on/about)	*To be coordinated with the Contractor*

NOTE: PLEASE CHECK THE CITY WEBSITE (*http://www.miltonga.gov/finance/bids-rfps*) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	12-13
3	Bid Bond (3 pages)	14-16
4	Qualifications Signature and Certification	17
5	List of Subcontractors	18
6	Contractor Affidavit and Agreement (eVerify)	19
7	Disclosure Form	20
8	Bid Submittal Form (5 pages)	38-43

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a unit price "purchasing contract" with one firm to be the primary supplier of the Morris Road Widening Project, ITB 24-PW06.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

(1) Requirements: The 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.

(2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability of $1,000,000 (one million dollars) limit per single occurrence, $2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for 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 accident.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.

(4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) 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) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.

(b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.

(c) All Coverages:

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Bests' rating of no less than A:VI.

(6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming

the Parties as additional insureds.

(8) 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.

(9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number 24-PW06
Morris Road Widening Project

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of 5% Dollars ($ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
#1	07/16/2024
#2	07/16/2024

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 24th day of July, 20 24

Bidder Wilson Construction Management (Seal)
Company Name

Bidder Mailing Address:

6365 McDonough Drive, Norcross, Ga, 30093

CONSTRUCTION MANAGEMENT LLC WILSON LIMITED LIABILITY COMPANY SEAL 08/23/2019 GEORGIA

Signature: _____

Print Name: Daniel Miller

Title: Vice President

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA

BIDDER (Name and Address):
Wilson Construction Management, LLC, 6365 McDonough Drive, Norcross, GA 30093

SURETY (Name and Address of Principal Place of Business):
The Gray Casualty & Surety Company, P.O. Box 6202, Metairie, LA 70009 - 6202

OWNER (hereinafter referred to as the "City" (Name and Address):
City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID
BID DUE DATE: **July 24, 2024**
PROJECT (Brief Description Including Location):
ITB 24-PW06 - Morris Road Widening Project - Morris Rd. & Webb Rd., Milton, GA 30004

BOND
BOND NUMBER: **N/A (BID)**
DATE (Not later that Bid due date): **July 24, 2024**
PENAL SUM: **Five Percent of Amount Bid** (Words) **5%** (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER
Wilson Construction Management, LLC (Seal)
Bidder's Name and Corporate Seal
By: _____
Signature and Title: Vice President
Attest: _____
Signature and Title: Estimator

SURETY
The Gray Casualty & Surety Company (Seal)
Surety's Name and Corporate Seal
By: _____
Signature and Title:
(Attach Power of Attorney)
Kevin Wojtowicz, Attorney-in-Fact
Attest: _____
Signature and Title:
Tracey C. Brown-Boone, Witness

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
3.2 All Bids are rejected by the City; or
3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by

personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210447 - 964008

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Kevin Wojtowicz, Laura D. Mosholder, Margarita Lazarides, Robert H.Bond, Tracey Boone- Brown

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July, 2023

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of July, 2024

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. 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 this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature Daniel Miller Date 07/24/2024

Print/Type Name Daniel Miller

Print/Type Company Name Here Wilson Construction Management, LLC

CORPORATE CERTIFICATE

I, Jeremiah Wilson, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Daniel Miller who signed said bid in behalf of the Contractor, was then (title) Vice President of said Corporation; that said bid was duly signed for and in behalf ot said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 24th day of July, 20 24

(Seal)

(Signature)

WILSON CONSTRUCTION MANAGEMENT LLC ★ LIMITED LIABILITY COMPANY SEAL 08/23/2019 GEORGIA

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do ✓, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

ASPHALT: Atlanta Paving Company

WALLS: C&S Contracting Co LLC

GUARDRAIL: Martin-Robbins Fence Company Inc.

TRAFFIC SIGNAL: Lumin8 Transportation Technologies

Company Name: Wilson Construction Management, LLC

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

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:

1556715
eVerify Number

07/16/20
Date of Authorization

Wilson Construction Management, LLC
Name of Contractor

Morris Road Widening Project
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 24th 20 24 in Norcross (city), GA (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Daniel Miller

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 24th DAY OF July ,20 24.

Haleigh Youmans
NOTARY PUBLIC

HALEIGH YOUMANS NOTARY PUBLIC HENRY COUNTY, GEORGIA COMMISSION EXPIRES OCTOBER 25, 2026

[NOTARY SEAL]

My Commission Expires: 10/25/2026

MILTON
ESTABLISHED 2006

DISCLOSURE FORM

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

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

Name of Bidder Wilson Construction Management, 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.)

N/A

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
N/A	N/A

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

N/A	N/A

PROJECT SPECIFICATIONS

1. To bid on this contract, the Bidder must be listed on the current Georgia Department of Transportation Pre-Qualified Contractors list and must have work class 400-Hot Mix Asphaltic Concrete Construction classification. The Contractor must also possess a Utility Contractors license. No exceptions. The Contractor must be in good standing with the City of Milton.

   Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include project date, location, description, and contact's email information.

2. The Contractor shall comply with the plans and specifications for the Morris Road Frowm Webb Road/ Deerfield Avenue to Bethnay Bend as prepared by POND (Design Engineer), dated 02/23/2024. The plans may be downloaded at:

   Final Construction Plans Morris Road Widening Project:

   https://www.miltonga.gov/home/showdocument?id=7647&t=638543134172323330

   In addition to other standard specifications referenced herein, the bid package includes:
   a. Construction Drawings;
   b. Special Provision 163 – Miscellaneous Erosion Control Items;
   c. Special Provision 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices;
   d. Special Provision 171 – Silt Fence;
   e. Special Provision 700 – Grassing.

3. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."

4. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

5. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.

6. Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted herein.

PROJECT SPECIAL PROVISIONS

All project signage and striping are to be pre-marked and approved by Milton Public Works prior to installation.

Limits of disturbance shall be marked prior to clearing beginning. The Contractor will mark all trees to be removed with city personnel prior to any clearing starting.

During the construction of the project, the City shall always provide ingress and egress to the property by coordinating schedules of the driveway construction with the property owner's representative and agrees that both driveways will not be blocked at the same time.

The following items have been negotiated with the adjoining property owners and are part of this project. These items may or may not be shown in the plans. If pay items are not set up for these items, the cost should be included in the overall bid price for the project.

Parcel 7: The driveway the subject property on Morris Road as shown the right of way plans shall remain open with reasonable ingress and egress at all times during project construction.

The Contractor shall not disturb the wrought iron fence located behind the impacted wooden fence approximately located between STA 117+00 and STA 113+00 as shown on the right of way plans.

The City's contractor shall relocate the existing decorative stop sign to a location as per the Manual on Uniform Traffic Control Devices Guidelines (MUTCD) during the Project construction.

September 8, 2017

Department of Transportation
State of Georgia
Special Provision
County: FULTON
PI No.: M005405

Section 316 – Cement Stabilized Reclaimed Base Construction (CSRB)

316.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing flexible pavement and a predetermined depth of the underlying base course with Portland cement. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

316.1.01 Related References

General Provisions 101 through 150

A. **Standard Specifications**

Section 109—Measurement and Payment
Section 301—Soil Cement Construction
Section 412—Bituminous Prime
Section 814—Soil Base Materials
Section 821—Cutback Asphalt
Section 824-Cationic Asphalt Emulsion
Section 830—Portland Cement
Section 880—Water

B. **Referenced Documents**

GDT 19 – Determining Maximum Density of Soil-Cement mixtures
GDT 20 – Determining Field Density of soils with <45% retained on the No. 10 sieve and < 10% retained on the 1 inch sieve
GDT 21 - Determining Field Density of soils containing >45% retained on the No.10 sieve or >10% retained on the 1 inch sieve
GDT 59 - Testing Density of roadway materials with Nuclear Gauge
GDT 65 – Laboratory Design of Soil-Cement and Cement Stabilized Graded Aggregate
GDT 67 – Family of Curves Method for determining Maximum Density of soils
GDT 86 – Determining the compressive strength of Cement Stabilized Base cores taken from the roadway

Section 316 – Cement Stabilized Reclaimed Base Construction (CSRB)

316.1.02 Submittals

Prior to construction, submit a Construction Work Plan to the Engineer consisting of the proposed equipment, materials, and operation procedures. If the Engineer determines that the Work Plan is not satisfactory, revise the procedures and augment or replace equipment, as necessary, to complete the Work.

316.1.03 Mix Design

The Contractor shall submit a mix design to the Office of Materials and Testing for approval at least three weeks prior to construction. The Mix Design process shall be completed in accordance with GDOT Test Method/GDT 65 by an accredited materials laboratory. The sampling, testing, proportioning, and documentation shall be completed by an accredited materials laboratory. The Contractor will be responsible for ensuring that appropriate traffic control measures are in place during the sampling operations. In-place samples of the road structure shall be taken at a minimum frequency of 1000 feet per two lanes; alternating the sample locations to achieve a sample every 500 lane-feet. Additional samples may be needed to represent material changes and/or problem areas. Each sample shall contain at least 30lbs of proportionally blended materials to be reclaimed. The Portland cement used in the design process must be from an approved source listed on GDOT's Qualified Products List/QPL3 and representative of the same material to be used in construction.

The mix design submittal to the Office of Materials and Testing shall include the following:

1. Approximately 100lbs of proportionally blended material from all in-place samples taken from the roadway.
2. A one gallon sample (plastic container) of the stabilizer used in the mix design.
3. All Test Data (charts, graphs, spreadsheets, etc.) along with design parameters. Test data should include the target gradation of the blended material, optimum moisture content of mixing, and application rate of the stabilizer to meet the design requirements.

Note: Since the Mix Design is based on source specific materials, any changes to materials or sources will render the design invalid.

316.2 Materials

Ensure that materials meet the requirements of the following GDOT Standard Specifications:

Material	Section
Blotter material (sand)	412.3.05.G.3
Soil Base Material	814.2.02
Cutback asphalt, RC-30, RC-70, RC-250 or MC-30, MC-70, MC-250, CSS-1h, AE-P, CRS-2	821.2.01
Portland Cement (Type I or Type II)	830.2.01
Water	880.2.01

316.3 Construction Requirements

316.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

316.3.02 Equipment

Equipment used in CSRB construction must meet the following requirements and be approved by the Engineer prior to the beginning of construction. All equipment shall be in satisfactory condition and capable of its intended purpose. The Engineer may at any time reject any equipment that is deemed unsafe, erratic, or produces an inadequate performance.

Note: Equipment type, size, operation and condition are subject to the Engineer's approval and must be adjusted and/or replaced upon their request.

A. Reclaimer

CSRB will require a reclaimer unit that meets the following requirements:

1. Designed expressly for reclamation capable of pulverizing and mixing through asphaltic pavement, granular/soil base, Subbases, and subgrade down to depths of at least 12 inches.
2. Having a cutting drum with a minimum width of 8ft.
3. Capable of continuously mixing materials to a homogenous blend and at a consistent depth.
4. Powered by an engine of at least 500 horsepower with steerable front and rear wheels.
5. Controlled by an electronic metering system capable of injecting mix water directly into the mixing chamber and has automatic sensors to monitor water application and mixing depth.

B. Spreader

For CSRB construction, use a cyclone-type mechanical spreader or its equivalent that will spread Portland cement in a relatively dust-free process. Spreader must have an electronic or mechanical metering system which monitors the application rate.

Note: The use of pneumatic tubes to transfer cement or lime directly onto the roadway will not be allowed.

C. Additional Equipment (Water Truck, Compaction and Grading equipment, and Prime Distributer)

Additional equipment necessary to complete the work must be in satisfactory condition and proper for its intended purpose. Compactive equipment includes a sheep's foot roller, vibratory steel wheel roller and a pneumatic rubber tire roller. Use the correct size/type rollers or combination thereof that is capable of achieving the required density. A pressure distributor that complies with GDOT Standard Specifications/Subsection 424.3.02.B will be required to apply the bituminous prime coat.

Note: Equipment type, size, operation and condition are subject to the Engineer's approval and must be adjusted and/or replaced upon their request.

316.3.03 Preparation

Prior to commencing reclaiming operations, blade grass and excess soil a minimum of 12 inches from the edge of pavement. Locate mark and preserve existing centerline, manholes, and utilities (gas, water, and electric lines). Relocate mailboxes and other appurtenances within such proximity to the roadway as to risk damage or

interfere with the work. Remove sections of driveway aprons in the right-of-way where necessary to permit the reclaimer to operate without damaging the machinery or driveway pavement. If necessary, saw-cut a neat parallel line to the proposed edge of pavement and remove the concrete along the road. After all work is complete, replace appurtenances to their original location as nearly as possible.

316.3.04 Construction

A. Weather Limitations

1. Mix only when the weather permits the course to be finished without interruption and within the time specified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F in the shade and rising.

B. Moisture Adjustment

Adjust the moisture content of the roadway materials to within 100 to 120 percent of the optimum moisture immediately before spreading the cement. The optimum moisture content is determined by the Job Mix Design and can be adjusted by the Engineer.

C. Cement Application

1. Apply cement on days when wind will not interfere with spreading.
2. Apply cement at the rate specified on the Job Mix Design (as established by GDT-65) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within ± 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed. Each tanker of cement shall be checked by using a square yard cloth/certified scales and by determining the overall coverage area of each tanker. Multiple checks may be necessary to ensure that the spread rate is maintained within the ± 10 percent limit.
4. If the cement content falls below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified, make necessary adjustments to the spreader, and perform additional checks to ensure the problem is corrected. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.
5. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
6. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
7. Replace damaged cement at no cost to the Department when damage is caused by:
    a. Hydration due to rain, before or during mixing operations.
    b. Spreading procedures are contrary to the requirements stated above.
    c. Displacement by the Contractor's equipment or other traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread, and continue until a homogeneous and uniform mixture is produced. The Engineer at any time may require adjustments or replacement of equipment if a homogeneous and uniform mixture conforming to these Specifications is not achieved.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements:
    a. 100 percent passing the 3 inch sieve
    b. 55 percent of the roadway material, excluding gravel, passes the No. 4 sieve.
3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section
    a. A test section shall be constructed with the first tanker of cement delivered to the project. The length of the test section will be determined by area in which the entire tanker of cement will cover.
    b. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. And if the Engineer deems necessary, revise the compaction procedure or replace equipment.
2. Time Limits
    a. Complete compaction within 2 hours after the cement has been applied.
    b. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.
    c. Complete all operations within 4 hours from adding cement to finishing the surface.
3. Moisture Control
    a. During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.
4. Compaction Requirements
    a. Use a sheep's foot roller, steel wheel roller or pneumatic-tired roller for initial compactive effort unless an alternate method is approved by the Engineer.
    b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design.
    c. Uniformly compact the mixture and then shape to the grade, line, and cross- section shown on the Plans.
    d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.

e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.

f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in Subsection 316.3.04.E.4.

g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

1. Form a straight transverse joint at the end of each day's construction or whenever the work is interrupted.
2. Create the straight transverse joint by cutting back into the completed work to form a true vertical face free of loose or shattered material.
3. Form the joint at least 2ft from the point where the spreader strike-off plate comes to rest at the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base

1. The surface of the completed base course must be moist cured until the bituminous prime is applied.
2. Apply prime only to an entirely moist surface. If weather delays prime application, apply prime as soon as the surface moisture is adequate
3. Apply bituminous prime according to GDOT Standard Specifications/Section 412 as soon as possible and in no case later than 24 hours after completion of the finishing operations.
4. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed work. Protect the stabilized area from freezing during the curing period.

H. Opening to Traffic

1. Correct any failures caused by traffic at no additional cost to the Department. Make repairs specified in GDOT Standard Specifications/Subsection 300.3.06.B, whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the work until final acceptance as specified in GDOT Standard Specifications/Section 105.

316.3.05 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to GDOT Test Method/GDT 19 or GDT 67.
2. Determine the in-place density of finished courses according to GDOT Test Method/GDT 20, GDT 21 or GDT 59, as soon as possible after compaction, but before the cement sets.

B. Gradation Tests

1. Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements as stated above in Subsection 316.3.04.D.2.

C. Finished Surface Tests

1. Check the finished surface of the cement-stabilized base course transversely using one of the following tools:
    a. A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections
    b. A system or ordinates measured from a stringline
    c. A surveyor' level
2. Ensure the ordinates measured from the bottom of the template, stringline, or straightedge, to the surface do not exceed ½ inch at any point.

D. Thickness Tolerances

1. Determine the thickness of the cement-stabilized base course, by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 feet per 2 lanes. Checks shall be taken after the completion of the base course and prior to priming.
2. If any measurement is deficient in thickness by more than ½ inch, make additional measurements to isolate the affected area. Correct any area deficient by more than ½ inch to the design thickness by using one of the following methods:
    a. Apply GDOT approved asphaltic concrete 9.5mm Superpave.
    b. Reconstruct to the required thickness.

    No payment will be made for any Asphaltic Concrete 9.5mm Superpave used to correct deficiencies nor will pavement be made for removing and reconstructing the deficient work.

3. If any measurement is excesses thickness by more than ½ inch, make additional measurements to isolate the affected area. If the basis of payment is per cubic yard and the average thickness for any mile increment exceeds the allowable ½ inch tolerance. The excess quantity in that increment will be deducted from the Contractor's payments. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ inch tolerance by the surface area of the base, as applicable.

316.4 Measurement

A. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard. The width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard.

B. Portland Cement

Measure Portland cement by the ton.

C. Bituminous Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of GDOT Standard Specifications/Section 412 in the Unit Price Bid for each individual base item.

316.5 Payment

A. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square yard. Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, bituminous prime and maintenance.

B. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton. Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or error.

Payment will be made under:

Item No. 301-6000	Cement Treated Base Course	Per square yard
Item No. 301-5000	Portland Cement	Per ton

Office of Materials and Testing

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed.

Completion time will not be extended for normal weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch at the project site and the average temperature failed to exceed 40 degrees F. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be submitted monthly as part of the current month's pay application.

No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sunday or national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified, or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change. The UAS documents will be made available to the contractor with the NTP. Below are the Utilities present and estimated days for relocation.

AT&T 285 days.
Sawnee EMC 268 days.
AGL 247 days.
Zayo 117 days.
Comcast 75 days.
Fulton County Water 48 days.
Fulton County Sewer 12 days.

Call "811 Know what's below Call before you dig." Locate, maintain, and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. This shall include variable message boards to be placed near the intersection location, prior to beginning construction activities, to notify the traveling public of the upcoming lane closure(s). These variable message boards shall remain in place from to the beginning construction until substantial completion of the project. There shall be three (3) variable message boards, (one in each direction).

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement

markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mailboxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor shall secure the services of a GDOT qualified geotechnical testing firm to perform all required tests. Test results shall be provided to the City promptly as the work progresses. Tests shall meet GDOT Specs for type, method, and frequency. This work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PAVEMENT MIX DESIGN AND EQUIPMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Plant mix shall have 5% AC at the minimum and RAP shall not exceed 20% of the mix.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City on a daily basis.

The most current version of the GDOT Specifications and Special Provisions apply, including but not limited to section 400 (including off-system Special Provision). Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions. The asphalt equipment list must be submitted with the bid documents. The asphalt spreader shall have a minimum of 175 horsepower and a maximum spread width of 13'.

PAVEMENT MILLING

The milling equipment shall be a power-driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape, and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The Contractor shall also mill across the whole roadway at the beginning and ending limits of the project to provide an adequate tie-in with existing pavements.

Topping shall be tapered/feathered so as to tie into existing driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the City prior to paving.

Areas where no curb exists are not to be milled except as may be directed on the plans or to provide adequate tie-in with existing pavement. The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform texture.

Areas where curb and gutter exist shall be edge milled to a distance of 6 feet from the edge of the gutter to provide a level transition from the final paved surface to the top of the gutter pan. Depth of the edge milling at the gutter shall be equal to the depth of the final asphalt topping coarse.

A ten-foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The Contractor shall provide the straightedge and labor for its use. All irregularities in excess of 1/8" in 10' shall be re-milled at no additional cost.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

The Contractor shall be responsible to repair any damage to existing curbs, aprons, and driveways caused by the Contractor's operations at no additional cost to the City.

All material generated as a result of the milling operation shall become the property of the Contractor. The milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of patching.

After milling is completed all loose and flaking masses of asphalt shall be removed.

The Contractor and City shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack on all areas. The cost of bituminous tack shall be included in the cost of the project. Bituminous tack is not measured as a separate pay item. AC-20 or AC-30 shall be used. All surfaces shall

be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .03 to .06 gallons per square yard.

CONCRETE SIDEWALKS AND ADA RAMPS

This work shall consist of the installation of new 5' sidewalk and ADA compliant ramps. The Contractor will install the new sidewalk in accordance with GDOT Standard Specifications Sections, Article 441. Ramps will be constructed in accordance to GDOT detail A3 that replaces GA Standard 9031W and must meet Federal ADA standards with regard to slope and grade and shall be constructed using 3000 psi concrete (class A). The Contractor shall inspect the locations specified in the bid to determine the extent of work necessary to construct or upgrade each ramp. The Contractor is to select the ramp type to be used based on the site conditions and configuration of existing sidewalk present unless specifically indicated. In some circumstances the Contractor can install detectable warning panels if existing ramps are constructed to at the proper grade and slope.

Expansion joints shall be placed at an interval of 40 feet on center throughout the sidewalk length and at all interfaces with existing sidewalk or structures.

The surface of the sidewalk and subgrade shall not exceed a cross slope of 2%. This slope shall be directed to the street unless otherwise directed by the City.

The forms shall be made of steel or wood to insure the accurate maintenance of lines and grades. Flexible strips may be used where necessary on curves. After forms are completely set in place the Contractor shall have the forms inspected by the City prior to pouring concrete.

All new concrete sidewalks shall be a minimum of 4 inches thick and shall meet the GDOT specifications for Portland Cement Concrete.

The subgrade shall be thoroughly moistened, and the concrete shall be deposited to the proper depth. The concrete along the edges of the forms shall be well spaded against the forms and the concrete shall be struck off until all voids are removed, and the surface has the required grade and cross section. The surface shall be struck off with a straight edge, floated and troweled just enough to produce a smooth dense surface, free from irregularities. Brushing crosswise with a fine hare brush or broom is required to produce a non-slip surface. All joints and edges shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The City reserves the right to reject any sidewalk segments not finished in accordance with these standards or finished in a professional and workmanlike manner. All sidewalk sections that are rejected by the City shall be

removed and replaced by the Contractor at no additional charge. The Contractor is responsible for protecting the sidewalk from the elements, travel and vandalism.

After the concrete has set sufficiently, but not more than three (3) days, the forms shall be removed, and the spaces shall be backfilled with topsoil. The area between the sidewalk and the curb shall be graded to slope toward the curb and allow drainage to flow toward the curb after sod installation.

The removal and disposal of existing curb and other concrete to construct or upgrade each ramp and construct sidewalk along with any clearing, grubbing, tree and shrub trimming or removal that impacts construction shall be considered incidental.

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE – 5 pages total]

BID SCHEDULE: MORRIS ROAD WIDENING PROJECT (ITB 24-PW06)

ITEM	UNITS	DESCRIPTION	QUANTITY	PRICE	AMOUNT
ROADWAY:					
150-1000	LS	TRAFFIC CONTROL - LUMP SUM	1	$ 328,303.00	$ 328,303.00
210-0100	LS	GRADING COMPLETE - LUMP SUM	1	$ 1,402,550.00	$ 1,402,550.00
301-5000	TN	PORTLAND CEMENT	200	$ 266.00	$ 53,200.00
310-1101	TN	GR AGGR BASE CRS, INCL MATL	5700	$ 50.00	$ 285,000.00
310-5060	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL	1841	$ 30.00	$ 55,230.00
315-1012	SY	CEMENT STABILIZED RECLAIMED BASE COURSE, 12 IN, INCL MATERIAL	13,200	$ 14.50	$ 191,400.00
402-4510	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	125	$ 245.00	$ 30,625.00
402-1812	TN	RECYL AC LEVELING, INC BM&HL	500	$ 250.00	$ 125,000.00
402-3130	TN	RECYL AC 12.5 MM SP, GP2, BM&HL	2280	$ 160.00	$ 364,800.00
402-3190	TN	RECYL AC 19 MM SP, GP 1 OR 2, INC BM&HL	2600	$ 155.00	$ 403,000.00
402-3121	TN	RECYL AC 25 MM SP, GP 1 OR 2, INC BM&HL	1678	$ 155.00	$ 260,090.00
413-0750	GL	TACK COAT	2200	$ 6.00	$ 13,200.00
432-5010	SY	MILL ASPH CONC PVMT, VARB DEPTH	4920	$ 6.00	$ 29,520.00
439-0022	SY	PLAIN PC CONC PVMT CL 3 CONC, 10 IN THK	410	$ 140.00	$ 57,400.00
441-0104	SY	CONC SIDEWALK, 4 IN	2456	$ 40.00	$ 98,240.00
441-0106	SY	CONC SIDEWALK, 6 IN	3450	$ 65.00	$ 224,250.00
441-0108	SY	CONC SIDEWALK, 8 IN	513	$ 80.00	$ 41,040.00
441-0748	SY	CONC MEDIAN, 6 IN	1227	$ 65.00	$ 79,755.00
441-4030	SY	CONC VALLEY GUTTER, 8 IN	531	$ 75.00	$ 39,825.00
441-5008	LF	CONC HEADER CURB, 6 IN, TP 7	1105	$ 26.00	$ 28,730.00
441-5025	LF	CONC HEADER CURB, 4 IN, TP 9	296	$ 25.00	$ 7,400.00
441-6216	LF	CONC CURB & GUTTER/ 8X24TP2	7910	$ 28.00	$ 221,480.00
441-6219	LF	CONC CURB & GUTTER/ 8X24TP7	3418	$ 30.00	$ 102,540.00
446-1100	LF	PVMT REF FAB STRIPS, TP2,18 INCH WIDTH	500	$ 7.50	$ 3,750.00
500-3120	LF	CLASS A CONCRETE, TYPE P3, RETAINING WALL	89	$ 850.00	$ 75,650.00
500-3201	CY	CLASS B CONCRETE, RETAINING WALL	140	$ 620.00	$ 86,800.00

500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	51	$ 450.00	$ 22,950.00
515-2015	LF	GALV STEEL PIPE HANDRAIL	210	$ 79.00	$ 16,590.00
634-1200	EA	RIGHT OF WAY MARKERS	108	$ 200.00	$ 21,600.00
641-1200	LF	GUARDRAIL, TP W	1025	$ 36.00	$ 36,900.00
641-5001	EA	GUARDRAIL ANCHORAGE, TP 1	1	$ 2,200.00	$ 2,200.00
641-5015	EA	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	2	$ 3,600.00	$ 7,200.00
					$ 4,716,218.00
DRAINAGE:					
550-5180	LF	STORM DRAIN PIPE, 18 IN, CLASS III	3072	$ 80.00	$ 245,760.00
550-5240	LF	STORM DRAIN PIPE, 24 IN, CLASS III	1008	$ 110.00	$ 110,880.00
550-4224	EA	FLARED END SECTION 24 IN, STORM DRAIN	2	$ 2,036.00	$ 4,072.00
668-1100	EA	CATCH BASIN, GP 1	44	$ 6,028.00	$ 265,232.00
668-1110	LF	CATCH BASIN, GP 1, ADDL DEPTH	24	$ 350.00	$ 8,400.00
611-4003	EA	RECONSTR CATCH BASIN, GROUP 1	1	$ 6,065.00	$ 6,065.00
668-2100	EA	DROP INLET, GP 1	8	$ 7,271.00	$ 58,168.00
668-2110	LF	DROP INLET, GP 1, ADDL DEPTH	2	$ 350.00	$ 700.00
611-3010	EA	RECONSTR DROP INLET, GROUP 1	2	$ 6,549.00	$ 13,098.00
668-4300	EA	STORM SEWER MANHOLE, TP 1	3	$ 4,255.00	$ 12,765.00
668-4311	LF	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	$ 350.00	$ 700.00
550-1720	LF	STORM DRAIN PIPE, 72 IN, H 1-10	81	$ 983.00	$ 79,623.00
207-0203	CY	FOUND BKFILL MATL, TP II	22.5	$ 100.00	$ 2,250.00
511-1000	LB	BAR REINF STEEL	1272	$ 2.00	$ 2,544.00
500-3101	CY	CLASS A CONCRETE	18.7	$ 2,000.00	$ 37,400.00
					$ 847,657.00
SIGNING AND MARKING:					
653-0110	EA	THERM PVMT MARK, ARROW, TP 1	2	$ 100.00	$ 200.00
653-0120	EA	THERM PVMT MARK, ARROW, TP 2	24	$ 100.00	$ 2,400.00
653-0130	EA	THERM PVMT MARK, ARROW, TP 3	10	$ 300.00	$ 3,000.00
653-0160	EA	THERM PVMT MARK, ARROW, TP 6	12	$ 350.00	$ 4,200.00
653-0170	EA	THERM PVMT MARK, ARROW, TP 7	3	$ 350.00	$ 1,050.00
653-0296	EA	THERM PVMT MARK, WORD, TP 15	6	$ 350.00	$ 2,100.00
653-1501	LF	THERMO SOLID TRAF ST 5 IN, WHI	4620	$ 0.60	$ 2,772.00
653-1502	LF	THERMO SOLID TRAF ST, 5 IN YEL	4000	$ 0.60	$ 2,400.00
653-1704	LF	THERM SOLID TRAF STRIPE,24, WH	210	$ 10.00	$ 2,100.00
653-4830	GLF	THERM SKIP TRAF STRIPE,18, WHITE	170	$ 5.00	$ 850.00
653-1804	LF	THERM SOLID TRAF STRIPE, 8, WH	5815	$ 2.00	$ 11,630.00
653-3501	GLF	THERMO SKIP TRAF ST, 5 IN, WHI	7555	$ 0.60	$ 4,533.00
653-6004	SY	THERM TRAF STRIPING, WHITE	750	$ 5.50	$ 4,125.00
653-6006	SY	THERM TRAF STRIPING, YELLOW	380	$ 5.50	$ 2,090.00

654-1001	EA	RAISED PVMT MARKERS TP 1	210	$ 4.50	$ 945.00
654-1003	EA	RAISED PVMT MARKERS TP 3	50	$ 4.50	$ 225.00
636-1033	SF	HWY SIGNS, TP1MAT, REFL SH TP 9	329.5	$ 24.00	$ 7,908.00
636-1036	SF	HWY SGN, TP1MAT, REFL SH TP11	246	$ 24.00	$ 5,904.00
636-2070	LF	GALV STEEL POSTS, TP 7	760	$ 15.00	$ 11,400.00
636-2080	LF	GALV STEEL POSTS, TP 8	159	$ 22.00	$ 3,498.00
					$ 73,330.00
EROSION CONTROL:					
700-9300	SY	SOD	10,540	$ 16.00	$ 168,640.00
163-0232	AC	TEMPORARY GRASSING	5	$ 695.00	$ 3,475.00
700-7000	TN	AGRICULTURAL LIME	13	$ 550.00	$ 7,150.00
700-8000	TN	FERTILIZER MIXED GRADE	2	$ 1,050.00	$ 2,100.00
163-0240	TN	MULCH	64	$ 350.00	$ 22,400.00
700-8100	LB	FERTILIZER NITROGEN CONTENT	400	$ 1.50	$ 600.00
163-0301	EA	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	$ 2,605.00	$ 5,210.00
165-0101	EA	MAINT OF CONST EXIT	2	$ 1,085.00	$ 2,170.00
171-0010	LF	TEMPORARY SILT FENCE, TYPE A	4540	$ 2.50	$ 11,350.00
165-0010	LF	MAINT OF TEMP SILT FENCE, TP A	4540	$ 0.10	$ 454.00
171-0030	LF	TEMPORARY SILT FENCE, TYPE C	2321	$ 5.00	$ 11,605.00
165-0030	LF	MAINT OF TEMP SILT FENCE, TP C	2321	$ 0.10	$ 232.10
163-0550	EA	CONS & REM INLET SEDIMENT TRAP	72	$ 120.00	$ 8,640.00
165-0105	EA	MAINT OF INLET SEDIMENT TRAP	72	$ 50.00	$ 3,600.00
167-1000	EA	WATER QUALITY MONITORING AND SAMPLING	4	$ 250.00	$ 1,000.00
167-1500	MO	WATER QUALITY INSPECTIONS	24	$ 150.00	$ 3,600.00
603-2018	SY	STN DUMPED RIP RAP, TP 1, 18 IN	147	$ 115.00	$ 16,905.00
603-7000	SY	PLASTIC FILTER FABRIC	147	$ 5.00	$ 735.00
700-6910	AC	PERMANENT GRASSING	1	$ 1,300.00	$ 1,300.00
716-2000	SY	EROSION CONTROL MATS, SLOPES	1150	$ 1.50	$ 1,725.00
					$ 272,891.10
LANDSCAPING:					
009-3500	LS	MISC LANDSCAPE ITEMS	1	$ 125,000.00	$ 125,000.00
WATER MAIN INSTALLATION:					
171-0030	LF	TEMPORARY SILT FENCE, TYPE C	200	$ 5.00	$ 1,000.00
500-3101	CY	CLASS A CONCRETE	5	$ 750.00	$ 3,750.00
611-8120	EA	ADJUST WATER METER BOX TO GRADE	3	$ 750.00	$ 2,250.00
611-8140	EA	ADJUST WATER VALVE BOX TO GRADE	8	$ 1,020.00	$ 8,160.00
670-1060	LF	WATER MAIN, 6 IN, DIP	100	$ 165.00	$ 16,500.00
670-1080	LF	WATER MAIN, 8 IN, DIP	100	$ 180.00	$ 18,000.00

670-1500	EA	CUT & PLUG OR REMOVE EXISTING WATER MAIN	2	$ 2,000.00	$ 4,000.00
670-1900	EA	INLINE PLUG	1	$ 1,500.00	$ 1,500.00
670-2500	EA	INSERT VALVE (8" TO 12" DIA)	1	$ 23,309.00	$ 23,309.00
670-2080	EA	GATE VALVE, 8 IN	1	$ 2,220.00	$ 2,220.00
670-2002	EA	VALVE MARKER REMOVE	4	$ 271.00	$ 1,084.00
670-3087	EA	TAPPING SLEEVE & VALVE ASSEMBLY	2	$ 10,571.00	$ 21,142.00
670-4000	EA	FIRE HYDRANT	4	$ 8,485.00	$ 33,940.00
670-5620	LF	WATER SERVICE LINE, 3/4 IN	50	$ 101.00	$ 5,050.00
669-5010	LF	WATER SERVICE LINE, 1 IN	50	$ 113.00	$ 5,650.00
670-5020	LF	WATER SERVICE LINE, 2 IN	20	$ 166.00	$ 3,320.00
670-9710	EA	RELOCATE EXITING FIRE HYDRANT	1	$ 2,938.00	$ 2,938.00
670-9720	EA	RELOCATE EXITING WATER VALVE, INC BOX	1	$ 1,085.00	$ 1,085.00
670-9730	EA	RELOCATE EXITING WATER METER, INC BOX	1	$ 1,830.00	$ 1,830.00
670-9920	EA	REMOVE EXIST FIRE HYDRANT	3	$ 650.00	$ 1,950.00
668-3300	EA	SAN SEWER MANHOLE, TYPE 1	2	$ 15,000.00	$ 30,000.00
611-8050	EA	ADJUST MH TO GRADE	5	$ 1,345.00	$ 6,725.00
670-9737	EA	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND BYPASS.	2	$ 42,320.00	$ 84,640.00
					$ 280,043.00
SIGNAL					
615-1100	LF	DIRECTIONAL BORE PIPE - 7 IN	170	$ 19.50	$ 3,315.00
647-1100	EA	TRAFFIC SIGNAL INSTALLATION NO.1 - MORRIS AT BETHANY BEND	1	$ 18,250.00	$ 18,250.00
682-6233	LF	CONDUIT, NONMETAL, TP 3, 2 IN	510	$ 19.50	$ 9,945.00
937-4100	LS	PEDESTRIAN DETECTION SYSTEM NO.1 - MORRIS AT BETHANY BEND	1	$ 6,235.00	$ 6,235.00
		MISCELLANEOUS CONSTRUCTION ALLOWANCE			$ 500,000.00
				Total:	**$ 6,852,884.10**

MILTON
ESTABLISHED 2006

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form ~ 5 pages total

Morris Road Widening Project (ITB 24-PW06)

Morris Road Widening Project:

Total Bid Price: $ 6,852,884.10
(including Misc. Construction Allowance)

Print Total Bid Price: Six Million Eight Hundred Fifty-Two Thousand Eight Hundred Eighty-Four and 10/100 Dollars
(including Misc. Construction Allowance)

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY Wilson Construction Management, LLC

ADDRESS 6365 McDonough Drive, Norcross, Ga, 30093

AUTHORIZED SIGNATURE

PRINT / TYPE NAME & TITLE Daniel Miller/ Vice President

MILTON
ESTABLISHED 2006

ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 24-PW06

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 ITB.

COMPANY NAME: Wilson Construction Management, LLC

CONTACT PERSON: Daniel Miller

ADDRESS: 6365 McDonough Drive

CITY: Norcross **STATE:** Ga **ZIP:** 30093

PHONE: 770 -596-8778 **FAX:** _____

EMAIL ADDRESS: Dmiller@wilsoncm.com

_____ 07/24/2024

Signature **Date**

ADDENDUM #1

ADDENDUM #1
ITB 24-PW06
Questions and *Answers*

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

1. We have briefly reviewed the Bidding Documents have not been able to find a project duration and or project completion date. Can you please provide one or the other? ~ *Completion date will be 9/30/26.*

2. Will this project utilize the GDOT Asphalt Cement Index or will it be Non Indexed? ~ *Non-Indexed.*

3. Are there any waterline detail pages? ~ *The Contractor will use the Fulton County Water Details and Specifications*

4. Are there any 44 series water relocation plans or are we just to use the 24 series general utility plans? ~ *24 series*

5. Does City of Milton have waterline specs, or are we just to reference GDOT specs or Fulton County Specs? ~ *Contractor will follow Fulton County Water Specifications for relocation.*

6. Can you please provide contract completion date for the project? ~ *9/30/2026*

7. Will the construction contract be extended if there is any delay in utility relocations? Additionally, could you please verify whether all utility relocations will be done simultaneously or one after the other? ~ *The City will work with the Contractor on completion dates if the we run into delays with utility relocation. We have a Utility Relocation Schedule from the utility companies that will be made available to the Contractor with the NTP. It will fall on the Contractor to coordinate utility relocation.*

8. As per page number 33 of the bid document, three variable message boards are required. However, according to page 19-000 A of the plan set, a minimum of four message boards are required. Could you please verify the total number of message boards needed? ~ *(4) VMS boards will be required.*

Wilson Construction Management

Wilson Construction Management
6365 McDonough Dr,
Norcross, GA 30093

Daniel Miller (C) (770) 596-8778 (O) (404) 626-4397
Parth Patel (C) (419) 378-6705

When you choose Wilson Construction Management, you have a partner that is as committed to the success of your construction project as you are, completing it on time, every time. We are a GDOT-approved contractor and equipped to handle all facets of heavy civil projects from start to finish. Everyone's project is different. Our team will collaborate with you to ensure all value opportunities have been identified to expedite the schedule and control costs.

Wilson Construction Management Provides Heavy Civil and Infrastructure Project to include earthworks, grading to water/sewer infrastructure, Excavation, and more throughout the Southeast. We prepare the site by performing clearing of trees and debris, removing topsoil, grading, underground storm drains and utilities. Based on the type of project, we prepare the graded area for completion of the site service.

From stormwater control and municipal water resources to sewer/wastewater piping, our team has the skills and resources to do the job right. Wilson excels at installing pipelines without having to dig up the ground. This process also reduces your project's cost, in addition to saving you time in terms of construction duration.

We keep our development services cost-effective, while keeping our execution quick and efficient. We offer our clients the complete package of construction management and infrastructure work, ensuring the success of any construction project from start to finish. Our full-service company will provide superior results to any project you hire us for.

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 21, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 16636

Wilson Construction Management, LLC
6365 McDonough Drive
Norcross, GA 30093

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: "***Special provisions of this certificate provides that there will be "No competing bids with AKA Tree Service, LLC due to common ownership."***

MAXIMUM CAPACITY RATING:	**$53,200,000.00**
CERTIFICATE EXPIRES:	**August 31, 2025**
PRIMARY WORK CLASS/CODE:	**205**
SECONDARY WORK CLASS(ES)/CODE(S):	**150, 163, 201, 205A, 206A, 208, 209, 310, 310A, 439, 441, 500A, 513, 550, 603A, 615, 636, 641, 643, 660, 668, 670, 700, 702 and 800A**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely, Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Construction - Director, CN="Marc Mastronardi, P.E."
Date: 2023.09.25 08:27:17-04'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/4/2022 8:10:22 PM

BUSINESS INFORMATION	
CONTROL NUMBER	19114907
BUSINESS NAME	Wilson Construction Management LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	02/04/2022
ANNUAL REGISTRATION PERIOD	2022, 2023, 2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	4104 W.White Rd., Oakwood, GA, 30566, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
NATHANIEL WILSON	4104 W WHITE RD, OAKWOOD, GA, 30566, USA	Hall

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	nathaniel wilson
AUTHORIZER TITLE	Organizer

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA007398

Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120

Company Name: Wilson Construction Management LLC
Company License NO: GCCO007401
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 09/14/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
License No. GCQA007398
Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120
Company Name: Wilson Construction Management LLC
Company License NO: GCCO007401
General Contractor Qualifying Agent
EXP DATE - 06/30/2026 Status: Active
Issue Date: 09/14/2021

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UM102684
Roy Daniel Miller

570 Old Alabama Rd
Cartersville GA 30120

Utility Manager

EXP DATE - 04/30/2025 Status: Active
Issue Date: 10/12/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Roy Daniel Miller
570 Old Alabama Rd
Cartersville GA 30120

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UM102684
Roy Daniel Miller

570 Old Alabama Rd
Cartersville GA 30120

Utility Manager

EXP DATE - 04/30/2025 Status: Active
Issue Date: 10/12/2021

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302595
Wilson Construction Management LLC
Jeremiah Wilson
6365
McDonough Dr
Norcross GA 30093

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 11/08/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Wilson Construction Management LLC
6365
McDonough Dr
Norcross GA 30093

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302595
Wilson Construction Management LLC
Jeremiah Wilson
6365
McDonough Dr
Norcross GA 30093

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 11/08/2021

Wilson Construction Equipment List

Equipment ID	Equipment Category	Equipment Description	Ownership Type
AB01	PORTABLE BOARDS	Solar Powered Arrow Board	Own
ATT01	ATTACHMENT	Bobcat Broom Attachment	Own
ATT02	ATTACHMENT	Skid Steer Jack Hammer	Own
BD01	BULLDOZER	2021 Komatsu D51	Own
BD02	BULLDOZER	Komatsu 3752.17	Own
CO01	COMPACTOR	Ammann Smooth Drum Roller	Own
CO02	COMPACTOR	Ammann Trench Roller	Own
CO03	COMPACTOR	MQ PLATE TAMP	Own
CO04	COMPACTOR	Hamm H7 Sheep Foot	Own
CO05	COMPACTOR	BOMAG 177D5	Own
CO05	COMPACTOR	Ammann Trench Roller	Own
CS01	SMALL TOOLS	Husqvarna FS 400 LV 18" Saw	Own
DT01	TRAILER	2021 Maxx Dump Trailer DDX9620	Own
DT01	UTILITY TRUCK	2016 F750 Dump Truck Single Axle	Own
EX01	EXCAVATOR	Komatsu PC490LC-11 Hydraulic Excavator	Own
EX02	EXCAVATOR	Komatsu PC210LC-11 3670.15	Own
EX03	EXCAVATOR	2021 Doosan Excavator	Own
EX04	EXCAVATOR	Doosan 140 Excavator	Own
EX05	EXCAVATOR	2021 KOMATSU PC88-MR-10	Own
EX06	EXCAVATOR	Doosan DX85R-3 Excavator #1	Own
EX07	EXCAVATOR	Doosan DX85R-3 Excavator #2	Own
EX08	EXCAVATOR	JOHN DEERE 245	Own
EX09	EXCAVATOR	JOHN DEERE 145	Own
JJ01	SMALL TOOLS	MQ RAMMER/JUMPIN JACK	Own
MB01	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB02	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB03	PORTABLE BOARDS	Solar Powered Message Sign	Own
MB04	PORTABLE BOARDS	Solar Powered Message Sign	Own
PL01	SMALL TOOLS	TopCon TP-L6WB SN P2002567	Own
PT01	UTILITY TRUCK	2021 Ram 1500	Own
PT02	UTILITY TRUCK	2021 Ram 1500	Own
PT03	UTILITY TRUCK	Ram 4500 UT	Own
PT04	UTILITY TRUCK	2021 Ram 1500	Own
PT05	UTILITY TRUCK	2016 Dodge Ram 5500	Own
PT06	UTILITY TRUCK	2020 Ford F-250	Own
PT07	UTILITY TRUCK	2021 Ford F150	Own
PT08	UTILITY TRUCK	2022 Dodge 2500 UT	Own
RP01	SMALL TOOLS	4'x8' Road Plates (4)	Own
SS01	LOADER	Bobcat 23426.66	Own
SS02	LOADER	2019 Bobcat T595 Track Loader	Own
SS03	LOADER	Takeuchi TL10V2	Own
SS04	LOADER	Takeuchi TL12R2	Own
SS05	LOADER	Takeuchi TL12R1	Own
TB01	SMALL TOOLS	Trench Box 8'x16'	Own
TB02	SMALL TOOLS	Trench Box 8'x12'	Own
TR02	TRAILER	Trailer	Own
WD01	WELDER	Miller Bobcat Welder for Water crew	Own
WL01	LOADER	Komatsu Wheel Loader 320	Own
WT01	UTILITY TRUCK	2007 F650 Water Truck	Own
WTT01	WATER	Water line testing equipment with trailer	Own

Wilson Construction Management

December 7, 2021

To whom it may concern:

Daniel Miller, Vice President of Wilson Construction Management, L.L.C., has the full authority to sign all bids, proposals, contracts, or construction documents as needed. He has been issued this authority from the owners of Wilson Contruction Management, L.L.C.

Thank you,

Nathaniel Wilson (Co-Owner)

Jeremiah Wilson (Co-Owner)

Notary of the Public Signature

KARLI TIPTON NOTARY EXPIRES GEORGIA 03-31-2025 PUBLIC HALL COUNTY

4104 W. White Road Oakwood, GA 30549
770-596-8778 / Dmiller@wilsoncm.com

DANIEL MILLER, GCQA

Cartersville, GA 30120

770-596-8778 • danielm35@gmail.com

OPERATIONS & CONSTRUCTION PROJECT MANAGEMENT SPECIALIST

Results-driven operations management and construction manager with expertise as a construction manager, project manager and superintendent. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality teams while adhering to a tight schedules and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

GA General Contractor License | GA Utility Manager| Project Management | Budget & Cost Control | Team Management | Design & Development | Customer Relations | Multi-Site Management | Value Engineering

EDUCATION:

2/2009 – 9/2011 ITT Technical Institute Kennesaw, GA

Associate of Science Degree: Computer Drafting and Design with concentration in Construction Management

Graduation Date: December 2011

- GPA: 3.96
- Recipient of the Highest Honors, Honors and Perfect Attendance Award

EXPERIENCE:

Wilson Construction Management - 6/7/2021– present

- Vice President of Construction Operations
- Responsible for all aspects of the company's development, activities, planning and executing long term plans, as well as ensuring compliance with internal, local, state, and federal guidelines and safety standards.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Construction Operations Management
- Operations management for the effective and successful management of labor, productivity, quality control and safety measures as established and set for the operations department. Serve as a company representative on regulatory issues. As the construction manager, participated in the project planning, determining the budget, select any necessary contractors, review paperwork and permits before submission and direct the daily operations of each project. Coach and mentor employees, help with strategic planning for company growth and develop professional relationships with both employer and company's clients. Enhance the operational procedure, systems and principles in the areas of information flow and management, business processes, enhanced management reporting and looks for opportunities to expand systems.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Superintendent
- Complete multiply projects from contract to closeout, with focus on delivering project on time and within budget. Responsible for safety, quality, and budget for projects ranging in size from 2 million to 36 million with management of multiple construction sites simultaneously. Generated project estimates, monthly invoices, production schedules and value engineering options based on extensive research. Prepared request for information, submittals and change orders. Evaluated subcontractor pricing to determine project cost. Review daily quality control reports to monitor project progress. Prepare project completion and closeout documents. Conducted constructability reviews for contracts. Supervised all site activities and directed trades in weekly subcontractor meetings. Organized site logistics and coordination plans.

Kesco Southeast Explosives - 02/2004 – 04/2010 excluding 03/2007 - 09/2007

- Explosive Engineer. (Blaster Level III).
- Responsible for the safe and efficient surface blasting of construction projects. Responsibilities include scheduling shots, determining drilling lay-out, loading of explosives and determining most efficient surface drilling and blasting methodology. Required to effectively follow international explosives engineer's society drilling and blasting standards as well as all safety procedures. Schedules explosive deliveries through suppliers and effectively loads and ignite explosive blasts. Reviews blasts results with customer after each event and discusses opportunities for improvement. Transported high explosives on the highway. Coordinate field activities with daily scheduling.

CW Matthews - 03/2007 - 09/2007

- Foreman
- Required to prepare and maintain accurate daily logs and reports, installation and inspections of all traffic control devices. Supervise general labor for ongoing projects. Field design of best management practices for erosion control. Heavy equipment operator. Layout for striping of interstates/highways. Coordinate field activities with daily scheduling. Attend all pre-construction meetings and assists with the coordination and management of subcontractors on Civil and Infrastructure projects.

Cohutta Grading - 09/2002 – 02/2004

- Heavy Equipment operator
- Ability to operate all types of heavy equipment while assisting with all aspect of the grading and underground pipe operations. Establish and transfer elevations. Install water and storm pipe. Mass and finish grading.

Certifications/skills/software/other

Skills:

- Project Management / Cost control
- RFI's / Change orders
- Monthly Invoicing
- Accurate detailed reports
- Submittals
- Comprehend civil site plans
- Estimating

Software:

- Primavera
- AutoCAD 2010
- Microsoft Project
- Autodesk Civil 3D
- Microsoft Outlook
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

Certifications:

- Georgia General Contractor License Qualifying Agent
- National Commercial Building Contractor License – NASCLA
- Georgia Professional Utility Foreman License
- Georgia Certified Public Weigher
- International Explosives Engineers Society
- OSHA 30 Hour certified
- National Safety Council traffic control supervisor
- GA soil and water conservation commission certified personnel. (Erosion Control)
- National Safety Council flagging certified.
- GDOT Worksite Utility Coordinator and relocations
- GDOT Erosion Control (WECS)
- State of Georgia Blasting Authorization (Level 3)
- Florida state explosive license.
- Alabama state explosive license.
- Excavation competent person.
- Bureau of Alcohol, Tobacco, and Firearms (ATF) clearance.
- Class A CDL / Heavy Equipment Operator
- Machine Control GPS

Selected Accomplishments:

- 5th Runway – Atlanta Hartsfield Jackson Airport
- 14th Street Bridge Replacement and Improvements – $88M Georgia Department of Transportation 2007
- Memorial Road Improvements - $4M Dekalb County Department of Transportation 2010
- Old Norcross Tucker Road Improvements - $5M Gwinnett County Department of Transportation 2012
- Marietta Road Improvements - $3M City of Canton Department of Transportation 2013
- GA20 @ SR108 Intersection Improvements - $6M Georgia Department of Transportation 2014
- Mullinax Road Widening and Improvements - $14M Forsyth County Department of Transportation 2015
- Bethleview Road Widening and Improvements - $37M Forsyth County Department of Transportation 2016
- East Cherokee Dr Widening and Improvements - $7M Cherokee County Department of Transportation 2017
- Hardscrabble Road Reconstruction with Roundabout -$7M City of Roswell Department of Transportation 2018
- Birmingham Road Culvert Replacement – $1.2M City of Milton Department of Transportation 2019
- And many more infrastructure projects including mass dirt moving operations, box culverts, bridges, 72" RCP pipe, 36" water line and asphalt work.

Federal, State, County or Municipal agency

- Georgia Department of Transportation - GDOT
- Cobb County DOT and Cobb County Water Authority
- Forsyth County DOT including Forsyth County Water Authority

- Fulton County Water Authority
- City of Milton
- City of Peachtree Corners
- Gwinnett County DOT including Gwinnett County Water Authority
- Cherokee County including Gwinnett County Water Authority and many others.

Johns Creek
be the exception

To Whom It May Concern,

I am writing to recommend Wilson Construction Management for additional construction services with future prospective clients. I have had the pleasure of working directly with them on our Brumbelow Road at Tuckerbrook Lane Project. The scope of work for this project involved installing medianettes and other modifications such as asphalt resurfacing to improve the intersection.

Wilson Construction has illustrated their attention to detail, quality and safety throughout this time. This company strives for the highest safety standards. The City of Johns Creek requires a serious commitment by everyone involved with our projects. Wilson Construction Management has met and exceeded expectations.

During the course of construction they effectively met all project schedule requirements. The construction crew was able to quickly adapt to any changes in order to keep work on schedule and aligned with the overall project schedule. In addition, Wilson Construction Management has been accommodating when dealing with unforeseen conditions and potential change orders.

Please consider Wilson Construction Management for your construction service needs. I recommend them and look forward to working with them again.

Tracy Stephens

Tracy Stephens
Construction Superintendent

To whom it may concern:

I am happy to offer a letter of recommendation. Wilson Construction Management has been a great contractor to work with on our Neese Rd Improvement project partnered with GDOT. The work performed consisted of traffic control, erosion control, tree clearing, grading, import and placement of dirt and GAB, concrete sidewalk, curb and gutter, miscellaneous concrete, retaining wall, storm drainage pipe, grassing and sod, miscellaneous water line items, asphalt, signal, signs, and striping.

Wilson Construction Management's knowledge of the project met or exceeded all contractual obligations and was a success. I would recommend to others that they consider using Wilson Construction Management firm for their next construction project.

Sincerely,

Jamieson E. Palmer
Special Projects Manager, City of Woodstock, GA

LOWE
ENGINEERS

January 12, 2022

Re: Mr Jeff Davidson

To Whom It May Concern:

I have personally worked with Mr Jeff Davidson at where he served as a Superintendent on a project that Lowe Engineers managed for the City of Dunwoody.

Performing as the Project Superintendent, I found Jeff cordial and competent in the performance of the work of on the installation of water and sewer mains. The work included the installation 6, 8, 12 and 16 inch water mains, jack and bore and associated valves and reconnections to existing services. Work on this project also included the installation of 8" sewer mains and associated manholes.

The work was performed on the Mt Vernon Rd at Vermack Rd/Manhassett Dr Intersection Improvement project. The sewer work involved deep excavations crossing a road with tight utility clearances, and the water main work was adjacent to a high traffic volume corridor.

Through the course of work, I found Jeff competent with his decisions, and capable of resolving difficult issues that arose. I would not hesitate to work with Jeff again in any type of water, sewer, storm drain or roadway associated work. If further information is needed, I can be contacted at 404-545-1593.

Sincerely,

David Ayers
Lowe Engineers
Construction Manager

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Abbey Lindsey	
Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	PHONE (A/C, No, Ext): (770) 536-0161	FAX (A/C, No): (770) 536-1283
	E-MAIL ADDRESS: abbey.lindsey@twsinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wilson Construction Management, LLC 6365 McDonough Dr Norcross GA 30093	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Starstone Specialty Ins. / AmWins	44776
	INSURER C : ICW Insurance (Insurance Company of the West)	27847
	INSURER D : Evanston Ins. Co. / Markel	35378
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL22112230785 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	ENP0638577	12/16/2023	12/16/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EBA0638577	12/16/2023	12/16/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							UM/UIM	$ 500,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	70598R220ALI	12/16/2023	12/16/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WGA 5068868 01	12/16/2023	12/16/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			CPLMOL114509	12/22/2022	12/21/2024	Aggregate Limit	$1,000,000
							Deductible	$10,000

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

Re: Morris Road Widening Project. Certificate Holder and Owner are Blanket Additional Insured ATIMA as required by contract, Coverage is Primary and Non-Contributory with Ongoing and Completed Operations, and Waiver of Subrogation as required by contract applies to General Liability per form GA233 (09-20) and GA472 (05-20). Additional Insured as required by contract, Coverage is Non-Contributory, and Blanket Waiver of Subrogation as required by contract apply to Auto per form AA288 (06-20). Blanket Waiver of Subrogation as required by contract applies to Worker's Compensation per form WC990627 (10-98).

CERTIFICATE HOLDER

City of Milton Public Works Department
2006 Heritage Walk
Milton GA 30004

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

© 1988-2015 ACORD CORPORATION. All rights r

"EXHIBIT C"

See Exhibits "A" and "B"

Bond No. GS59300697

"EXHIBIT D.1"

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction Management, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and **The Gray Casualty & Surety Company** (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, in the sum of Six Million, Eight Hundred Fifty-two Thousand, Eight Hundred Eighty-four and 10/100 Dollars ($6,852,884.10), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Morris Road Widening Project (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description,

including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:

   a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and

   b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR ("Principal"):

Wilson Construction Management, LLC

By: _____ (signature)

DANIEL MILLER (print)

Title: V.P. (SEAL)

Date: **August 14, 2024**

Attest:

_____ (signature)

SERAPHINA HSU (print)

Title: CONTROLLER

Date: **August 14, 2024**

SERAPHINA WU
Notary Public, Georgia
Gwinnett County
My Commission Expires
March

WILSON CONSTRUCTION MANAGEMENT LLC
LIMITED LIABILITY COMPANY
SEAL
08/23/2019
GEORGIA

CONTRACTOR'S SURETY:

The Gray Casualty & Surety Company

By: _____ (signature)

Kevin Wojtowicz (print)

Title: **Attorney-in-Fact** (SEAL)

Date: **August 14, 2024**

Attest:

_____ (signature)

Tracey C. Brown-Boone (print)

Title: **Witness to Surety**

Date: **August 14, 2024**

(ATTACH SURETY'S POWER OF ATTORNEY)

Bond No. GS59300697

"EXHIBIT D.2"

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction Management, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and **The Gray Casualty & Surety Company** (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of Six Million, Eight Hundred Fifty-two Thousand, Eight Hundred Eighty-four and 10/100 Dollars ($6,852,884.10), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Morris Road Widening Project (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials

were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Wilson Construction Management, LLC

By: _____ (signature)

DANIEL MILLER (printed)

Title: V.P. (SEAL)

Date: **August 14, 2024**

Attest:

_____ (signature)

SERAPHINA HSU (printed)

Title: CONTROLLER

Date: **August 14, 2024**

SERAPHINA [illegible]
Notary Public, Georgia
Gwinnett County
My Commission Expires
March 30, 2026

CONSTRUCTION MANAGEMENT LLC WILSON LIMITED LIABILITY SEAL 08/23/2019 GEORGIA COMPANY

CONTRACTOR'S SURETY:

The Gray Casualty & Surety Company

By: _____ (signature)

Kevin Wojtowicz (printed)

Title: **Attorney-in-Fact** (SEAL)

Date: **August 14, 2024**

Attest:

_____ (signature)

Tracey C. Brown-Boone (printed)

Title: **Witness To Surety**

Date: **August 14, 2024**

(ATTACH SURETY'S POWER OF ATTORNEY)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300697 **Principal:** Wilson Construction Management, LLC

Project: Morris Road Widening Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of August , 2024 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of August , 2024 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond No. GS59300697

"EXHIBIT D.3"

MAINTENANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Wilson Construction Management, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and **The Gray Casualty & Surety Company** (as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto the City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City for maintenance of improvements as described below in the sum of TWO MILLION, TWO HUNDRED EIGHTY-FOUR THOUSAND, TWO HUNDRED NINETY-FOUR AND 70/100 DOLLARS ($2,284,294.70) (one third of the total amount paid under the Contract), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the City for the Morris Road Widening Project (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

WHEREAS, said Project has been approved by the City of Milton, under the terms that a maintenance bond is required of said Principal and good and sufficient surety payable to the City, and conditioned that the Principal shall, for a period of two (2) years beginning on the date of final completion of the Project, repair and replace any defects arising from the Project in accordance with all applicable federal and state laws, with the Agreement, and with all applicable City regulations, including but not limited to the Code of Ordinances for the City of Milton, Georgia,

in force as of the date of said approval.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall repair and replace any and all defects arising from the Project, whether resulting from defective materials or defective workmanship, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance by the Principal;

   a. The Contractor's Surety shall commence performance of its obligations and undertakings under this bond no later than thirty (30) days after written notice from the City to the Contractor's Surety;

   b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this bond shall be subject to the advance written approval of the City.

The parties further expressly agree that any action on this bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR ("Principal"):

Wilson Construction Management, LLC

By: _____ (signature)

DANIEL MILLER (print)

Title: VP (SEAL)

Date: 8/22/2024

Attest:

_____ (signature)

Julie B Villines (print)

Title: Controller

Date: 8/22/24

CONTRACTOR'S SURETY:

The Gray Casualty & Surety Company

By: _____ (signature)

Kevin Wojtowicz (print)

Title: **Attorney-in-Fact** (SEAL)

Date: **August 14, 2024**

Attest:

_____ (signature)

Tracey C. Brown-Boone (print)

Title: **Witness to Surety**

Date: **August 14, 2024**

(ATTACH SURETY'S POWER OF ATTORNEY)

Nielson, Wojtowicz, Neu, & Associates
08/22/2024 08:12 3372984@2541

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300697 **Principal:** Wilson Construction Management, LLC
Project: Morris Road Widening Project (MAINTENANCE BOND)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Jessica Reno, Edwin T. Collins, IV, Devin Phillips, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of August , 2024 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of August , 2024 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

"EXHIBIT E"
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA
COUNTY OF GWINNETT

DANIEL MILLER, being first duly sworn, deposes and says that:

(1) He is PARTNER (Owner, Partner, Officer, Representative, or Agent) of Wilson Construction Management, LLC (the "_Bidder") that has submitted the attached /Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Milton or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

Signature of Authorized Officer or Agent

DANIEL MILLER V.P.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26 DAY OF AUGUST, 2024

Julie B Villines
Notary Public

[NOTARY SEAL]

My Commission Expires: 2/16/28

"EXHIBIT F"

FINAL AFFIDAVIT

STATE OF GEORGIA
COUNTY OF GWINNETT

TO CITY OF MILTON, GEORGIA

I, DANIEL MILLER, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by WILSON CONSTRUCTION or any of its subcontractors in connection with the construction of MORRIS ROUNDABOUT for City of Milton, Georgia have been paid and satisfied in full as of _____, 2024, and that there are no outstanding obligations or claims of any kind for the payment of which City of Milton, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

DMill
Signature

V.P.
Title

Personally appeared before me this 26 day of AUGUST, 2024. _____, who under oath deposes and says that he is Partner of the firm of Wilson Construction Mgmt LLC that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Julie B Villines
Notary Public

[NOTARY SEAL]

My Commission Expires

2-16-2028

JULIE B VILLINES NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES 2/16/2028

"EXHIBIT G.1"

STATE OF ~~GWINNETT~~ GEORGIA
COUNTY OF GWINNETT

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 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:

1556715
Federal Work Authorization User Identification Number

6/17/2020
Date of Authorization

Wilson Construction Management, LLC
Name of Contractor

Morris Road Widening Project
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 August 26, 2024 in Norcross (city), GA (state).

Signature of Authorized Officer or Agent

DANIEL MILLER V.P.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26 DAY OF August, 2024.

Notary Public

[NOTARY SEAL]

My Commission Expires:

"EXHIBIT G.2"

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

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 Wilson Construction Management, LLC, 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 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

Morris Road Widening Project
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 H"

See Exhibit "A"

"EXHIBIT I"

ADDITIONAL PAYMENT TERMS

A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

(i) "Substantial Completion" means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).

(ii) "Minor Item" means a portion or element of the Work that can be totally complete within thirty (30) calendar days.

(iii) "Permitted Incomplete Work" means Work that is incomplete through no fault of the Contractor, as determined by the City in its sole discretion.

(iv) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. Payment for Work Completed and Costs Incurred. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the City (which approval shall be given at the sole discretion of the City), such materials and equipment suitably stored, insured, and protected off site at a location approved by the City in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The City shall pay the Contractor within thirty (30) calendar days after approval of the invoice by City staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the City a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and City in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the City. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the City shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the City in its sole discretion. The City shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the City, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the City of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. Final Payment and Retainage. The City and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the City until Substantial Completion. All amounts retained by the City shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the City and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the City shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the City, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by

the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the City, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the City; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the City. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the City, the Contractor may furnish a bond satisfactory to the

City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

"EXHIBIT J"
KEY PERSONNEL

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

Individual	Position
PARTH PATEL	_____, Project Manager
JAMES FRICKS	SUPERINTENDENT
JEFF DAVIDSON	PIPE MANAGER

"EXHIBIT K"

The City will be Administering the Contract Itself

"EXHIBIT L"

See Exhibit "A"

"EXHIBIT M"

Reserved

"EXHIBIT N"

Reserved

MILTON
ESTABLISHED 2006

STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DATE: Submitted on September 9, 2024, for the September 16, 2024, Regular City Council Meeting

DocuSigned by:
4D62B6BB0E9A487...

AGENDA ITEM: Approval of a Utility Relocation Agreement with Sawnee Electrical Membership Corporation for the Morris Road Widening Project

PROJECT DESCRIPTION

Milton is required to pay for a portion the relocation of Sawnee EMC's facilities along Morris Road. This regularly happens when a facility is outside the right of way and on easement that a utility owner has previously acquired. Milton's engineering team has minimized impacts to Sawnee's facilities and this cost to the greatest extent possible. Without relocation, Sawnee's underground facilities would be under the new pavement and travel lane, which is not recommended.

PROCUREMENT SUMMARY

Purchasing method used: Other (See Comment Above)
Account Number: 335-4101-541400010 (MIL-031)
Requisition Total: $1,242,817.74

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director

DocuSigned by:
45755D597160487...

Legal Review: Greg Mayfield, August 26, 2024

Concurrent Review: Steven Krokoff, City Manager

DocuSigned by:
9E6DD808EBB74CF...

Attachments: Agreement

UTILITY RELOCATION AGREEMENT

PROJECT NAME: Morris Road Widening
PROJECT NUMBER: MIL-031

THIS AGREEMENT, made and entered into as of the _____ day of September, 2024, by and between **CITY OF MILTON**, a municipal corporation of the State of Georgia ("***City***"), and **SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, a Georgia nonprofit corporation ("***Company***"). This Agreement may refer to either City or Company, or both, as a "***Party***" or "***Parties***".

W I T N E S S E T H :

WHEREAS, the City proposes to construct the project known as Morris Road Widening from Webb Road/Deerfield Avenue to Bethany Bend (the "***Project***"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate, reconstruct, replace, or make certain adjustments to the Company's existing facilities ("***Relocation Work***"), which include electrical facilities and related utility infrastructure (collectively, the "***Facilities***"), in accordance with: i) the construction cost estimate of **One Million Five Hundred Sixty-Six Thousand Five Hundred Fifty-One and 00/100 Dollars ($1,566,551.00)** prepared by the Company, attached hereto and incorporated herein as **Exhibit "A"** (the "***Estimate***"), which is good for Relocation Work completed before August 1, 2025, and ii) the Relocation Work plans attached hereto and incorporated herein as **Exhibit "B"** (the "***Plans***"); and

WHEREAS, the Estimate is limited to: (a) the cost of the Relocation Work for those Facilities that are physically in place and in conflict with the proposed construction and maintenance of the Project, and (b) where replacement of a part of the Facilities is necessary, the cost of replacement in kind; the Estimate excludes the portion of the cost representing improvement or betterment in any part of the Facilities; and

WHEREAS, the Company has presented evidence of easement rights to support its claim that it acquired property interests and utilized such property interests for the placement of a portion of its Facilities prior in time to acquisition of the road right-of-way(s) by the City; and

WHEREAS, the City agrees to bear Seventy-Nine and Thirty-Three Hundredths percent (79.33%) of the amount of the Estimate (**$1,242,817.74**) as reimbursement for the cost of the Relocation Work, and the Company agrees to bear Twenty and Sixty-Seven Hundredths percent (20.67%) of the Estimate (**$323,733.26**); and

WHEREAS, the current location of the Facilities and the proposed new location of the Facilities are shown on the Plans attached hereto as **Exhibit "B"**; the City agrees to provide the Company with the necessary easement right to own, install, operate, and maintain its Facilities along and across the right-of-way at the new location shown on the Plans, and permits for the

placement and maintenance of the Facilities within the public right-of-way subject to applicable laws, rules, regulations, ordinances, policies, procedures, standards, and specifications related to right-of-way encroachments and utility accommodations.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company will complete the Relocation Work in accordance with the Estimate and the Plans. The Company may elect to contract for any portion of the Relocation Work.

Section 2. Prior to the Company commencing any of its Relocation Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way. Upon completion of its Relocation Work as contemplated herein, Company will own, operate and maintain its Facilities across such right-of-way at the new location shown on the Plans and in accordance with applicable laws, rules, and regulations.

Section 3. Upon the completion by the Company of the Relocation Work contemplated herein, the City will pay the Company an amount equal to Seventy-Nine and Thirty-Three Hundredths percent (79.33%) of the Estimate. At the time of invoicing, the Company shall fully document its costs which shall be subject to Verification (as defined below). The Company releases to the City all of Company's right and interest in the portions of any and all easements that are within the City's right-of-way. In consideration for the relinquishment and extinguishment of the Company's presently existing rights, the Company accepts from the City the easement right to own, install, operate, and maintain its Facilities along and across the right-of-way at the new location shown on the Plans.

Section 4. The City will not be bound to pay any costs related to the Relocation Work which are in excess of the reimbursable portion of the Estimate or for any items of Relocation Work not provided for in the Estimate and the Plans, except as shall be specifically approved in writing by the City. In the event that the Company determines that the actual cost of the Relocation Work will exceed the Estimate due to unanticipated expenses not covered by the Estimate and Plans, the Company shall immediately notify the City of such additional cost and may present a request to the City for reimbursement together with detailed documentation describing the circumstances and need for the additional costs ("***Additional Reimbursement Request***"). A written change order for any Additional Reimbursement Request approved by the City will be required. If the City does not approve the Additional Reimbursement Request, the Company will not perform the portion of the Relocation Work included in the Additional Reimbursement Request. If the Relocation Work is not completed within one (1) year of the Effective Date due to causes beyond the control of the Company, the Company will have no obligation to complete the Relocation Work unless the City approves the increased labor and material costs as an Additional Reimbursement Request.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with the U. S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, current edition.

Section 7. The covenants contained herein, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9. Reserved.

Section 10.

10.1 If the Company chooses to submit progress invoices, the City agrees to pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Relocation Work, the Company shall submit a final bill to the City and the City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the City.

10.2 For purposes of this Agreement, "***Verification***" means that the City has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the City's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within thirty (30) days of receipt of the invoice in dispute. Should the City fail to provide such documentation within the specified time period, the City shall pay the disputed amount. The City agrees to pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. In the event the dispute is resolved in favor of the Company, City shall pay such disputed amount within thirty (30) days of the date the dispute is resolved.

10.3 At any time within thirty-six (36) months after the date of the final payment, the City, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway

Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. The Company shall cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the City to test the accuracy of the invoices to which the audit pertains, provided that the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any amount due to the City as a result of such audit within ninety (90) days of receipt of the bill from the City (based on the mutually agreed upon audit results), the City may, among other available remedies, set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the City. The City may not perform an audit pertaining to the Project and pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. The City acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law.

Section 12. With regard to the work performed by the Company under this Agreement, the Company will 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, and will require the same of any subcontractor performing working under this Agreement on its behalf.

Section 13. Reserved.

Section 14. Duplicate originals of this Agreement may be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison
Mayor

ATTEST: [CITY SEAL]

By: _____
City Clerk

SAWNEE ELECTRIC MEMBERSHIP CORPORATION

By: _____
Michael A. Goodroe
President and CEO

ATTEST:

By: _____
Corporate Secretary

[CORPORATE SEAL]

EXHIBIT "A"

City of Milton Estimate

Unit Type	Assembly	Assembly Description	Rate Group	Construction Labor Contract	Qty/Labor	Hrs	Total Hours	Material		Labor		Total
								Cost	Overhead	Cost	Overhead	
Construction	1/0ACSR	1/0ACSR-1/0 ACSR Conductor	26	73 System Improvement - OH	591	1	591	$265.30	$98.16	$1,205.64	$483.58	$2,052.68
Construction	10FT X 12FT VAUL	Vault 10' x 12'	27	74 Member Service - UG	1	0	0	$0.00	$0.00	$0.00	$0.00	$0.00
Construction	2/0ACSR	2/0ACSR-2/0 ACSR Conductor	26	73 System Improvement - OH	195	1	195	$96.70	$35.76	$471.90	$189.28	$793.66
Construction	25UC4.UV1000	VU4-4C-V1000-3PH Primary Riser-25KV	26	73 System Improvement - OH	4	1	4	$14,256.43	$5,274.88	$14,927.24	$5,987.32	$40,445.87
Construction	25UC4.UV2/0A	VUC4-4C-V2/0AL - 3PH Primary Riser-25KV	26	73 System Improvement - OH	5	1	5	$5,974.75	$2,210.66	$14,374.45	$5,765.59	$28,325.45
Construction	25UM6.EL6.UV1000A	T Body Bold-On V1000 Elbow	27	74 Member Service - UG	12	1	12	$3,375.89	$1,249.08	$3,708.00	$1,443.96	$9,820.25
Construction	25UM6.SP.UV1000	UM6-28-V1000-URD Pri Splice	27	74 Member Service - UG	24	1	24	$15,542.51	$5,750.73	$4,944.00	$1,925.28	$28,220.28
Construction	25UM6.SP.UV2/0A	UM6-28-URD Pri Splice	27	74 Member Service - UG	21	1	21	$1,535.19	$568.02	$1,622.25	$631.73	$4,376.14
Construction	25UM6.T.UV2/0A	UM6-25-V2/0A-Primary Cable Terminator	27	74 Member Service - UG	12	1	12	$740.00	$273.80	$1,236.00	$481.32	$2,745.56
Construction	25UM6.TB.UV1000	UM6-25-V1000 T-Bold Elbow Primary Term	27	74 Member Service - UG	12	1	12	$0.00	$0.00	$3,708.00	$1,443.96	$5,196.28
Construction	25UR3.PME.10	25KV PME 10-Pad Mounted	27	74 Member Service - UG	2	1	2	$0.00	$0.00	$3,296.00	$1,283.52	$4,618.03
Construction	2ACSR	2ACSR-2ACSR Conductor	26	73 System Improvement - OH	197	1	197	$118.20	$43.73	$376.27	$150.92	$689.13
Construction	2TP	2TP-#2 Tripiex Conductor	26	73 System Improvement - OH	25	1	25	$37.10	$13.73	$79.25	$31.79	$161.86
Construction	336ACSR	336ACSR-336 ACSR Conductor	26	73 System Improvement - OH	585	1	585	$975.60	$360.97	$2,170.35	$870.53	$4,377.45
Construction	35-5	35-5 - Pole	26	73 System Improvement - OH	1	1	1	$196.88	$72.85	$726.75	$291.50	$1,287.98
Construction	45-3	45-3 - Pole	26	73 System Improvement - OH	2	1	2	$862.45	$319.11	$2,176.86	$873.14	$4,231.56
Construction	50-2	50-2 - Pole	26	73 System Improvement - OH	4	1	4	$2,388.10	$883.60	$4,762.16	$1,910.10	$9,943.96
Construction	55-2	55-2 - Pole	26	73 System Improvement - OH	2	1	2	$1,391.11	$514.71	$2,808.80	$1,126.61	$5,841.23
Construction	60-2	60-2 - Pole	26	73 System Improvement - OH	1	1	1	$853.18	$315.68	$1,682.08	$674.68	$3,525.62
Construction	65-2	65-2 - Pole	26	73 System Improvement - OH	2	1	2	$2,088.74	$772.83	$3,905.02	$1,566.30	$8,332.90
Construction	CABLE IN CON 4/0	CABLE IN CON 4/0-PULL 4/0 AND LARGER	27	74 Member Service - UG	23586	1	23586	$0.00	$0.00	$23,078.90	$8,987.33	$32,335.85
Construction	CABLE IN CONDUIT	Cable in Conduit-Pull 2/0 and Smaller	27	74 Member Service - UG	540	1	540	$0.00	$0.00	$500.58	$194.93	$701.36
Construction	DITCH TAPE	Ditch Flag Tape	27	74 Member Service - UG	90	1	90	$2.29	$0.85	$29.66	$11.55	$44.70
Construction	E9.2	E9-2-Down Guy with Fiber Link	26	73 System Improvement - OH	12	1	12	$1,046.91	$387.36	$3,325.92	$1,334.03	$6,094.21
Construction	EQUIP/DEVICE DECAL	Installing Labels for Equipment Installs	27	74 Member Service - UG	8	1	8	$0.00	$0.00	$41.20	$16.04	$57.73
Construction	F1.12	F1-4-3/4" x 8ft Anchor 12000 lbs	26	73 System Improvement - OH	1	1	1	$69.14	$25.58	$294.76	$118.23	$507.71
Construction	F1.26	F1-5 Anchor & X10'Rod Assem 26,000 lbs	26	73 System Improvement - OH	5	1	5	$1,007.08	$372.62	$1,613.95	$647.36	$3,641.00
Construction	Flagged Ditch	Flagged Ditch	27	74 Member Service - UG	2614	1	2614	$0.00	$0.00	$134.62	$52.42	$188.62
Construction	G1.6.15DV SB	G33S-DV-2-15 - Conv SB DV Trans	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$1,987.48	$797.18	$2,784.66
Construction	H1.1	VM2-11 - Ground Rod Assembly	26	73 System Improvement - OH	8	1	8	$113.44	$41.97	$1,942.24	$779.03	$2,876.69
Construction	H6.1	VM2-13 - Ground Stacking Assembly	26	73 System Improvement - OH	4	1	4	$160.41	$59.35	$1,423.64	$571.02	$2,214.42
Construction	K1.1	K14C - Secondary Rigid Clevis	26	73 System Improvement - OH	3	1	3	$48.46	$17.93	$259.53	$104.10	$430.02
Construction	M5-31	M5-31-Device Location Number Tag	26	73 System Improvement - OH	9	1	9	$0.00	$0.00	$1,221.03	$489.76	$1,710.79
Construction	PLN5CON-19	Install P-Line in Grey Conduit	27	74 Member Service - UG	7862	1	7862	$0.00	$0.00	$8,502.75	$3,311.12	$11,913.21
Construction	SPLICE PIT	Splice Pit	27	74 Member Service - UG	8	1	8	$0.00	$0.00	$1,524.40	$593.63	$2,135.84
Construction	UH1.4	UM48-5-Ground Assembly for URD PMH Cab	27	74 Member Service - UG	2	1	2	$719.24	$266.12	$319.30	$124.34	$1,432.73
Construction	UK1.1	UM5-Secondary Riser Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$520.19	$208.65	$728.84
Construction	UO1.LED2.YL	LED 2 Yardlight-S/L Complete	26	73 System Improvement - OH	2	1	2	$454.27	$168.08	$641.26	$257.21	$1,520.82
Construction	UP8.4IN RED PIPE	4IN Red Pipe - SEMC Provided	27	74 Member Service - UG	180	1	180	$675.22	$249.83	$268.83	$104.69	$1,301.71
Construction	UP8.6IN RED PIPE	6IN Red Pipe - SEMC Provided	27	74 Member Service - UG	7862	1	7862	$83,180.75	$30,776.88	$17,410.40	$6,779.91	$138,351.34
Construction	URD CABLE FEED TAG	Tagging for Cable Labeling	27	74 Member Service - UG	27	1	27	$0.00	$0.00	$166.86	$64.98	$233.79
Construction	URD SEED & STRAW	URD Seed & Straw	27	74 Member Service - UG	90	1	90	$0.00	$0.00	$23.18	$9.02	$32.47
Construction	UT1.42.18 COMM	Comm Trench	27	74 Member Service - UG	90	1	90	$0.00	$0.00	$342.99	$133.57	$480.56
Construction	UT4.42 URBC.4	URBC 4-Pipe Under Asp/Conc No Wire 4"	27	74 Member Service - UG	180	1	180	$0.00	$0.00	$3,541.14	$1,378.98	$4,961.49
Construction	UT4.42 URBC.6	URBC 6-Pipe Under Asp/Conc No Wire 6"	27	74 Member Service - UG	7862	1	7862	$0.00	$0.00	$203,661.18	$79,309.22	$285,349.68
Construction	UV1000	UV1000-1000MCM 25KV Underground Cable	27	74 Member Service - UG	24571	1	24571	$272,013.26	$100,644.91	$20,246.50	$7,884.34	$401,025.54
Construction	UV2/0A	UV2/0A-2/0A 25KV Underground Cable	27	74 Member Service - UG	1470	1	1470	$4,494.23	$1,662.87	$605.64	$235.85	$7,005.66
Construction	VA1.04NJ	VA1.4NJ-Jumper Pin	26	73 System Improvement - OH	3	1	3	$242.52	$89.73	$451.50	$181.10	$964.85
Construction	VC4.9	VC4-1L-Pri Vert Const Dbl DE w/ Fiberlink	26	73 System Improvement - OH	2	1	2	$1,118.76	$413.94	$3,371.28	$1,352.22	$6,256.20
Construction	VC5.1	VC5-1 - Pri Vertical Dead End	26	73 System Improvement - OH	1	1	1	$251.46	$93.04	$645.62	$258.96	$1,249.08
Construction	VC6.21F	VC8 - Horizontalk DDE Fiberglass X Arms	26	73 System Improvement - OH	1	1	1	$1,092.01	$404.04	$1,253.60	$502.82	$3,252.47
Construction	VC6.21L	VC8 - Pri Double Dead End Cross Arm	26	73 System Improvement - OH	2	1	2	$1,481.02	$547.98	$2,781.82	$1,115.79	$5,926.61
Construction	VC7.4	VC7-4 - Pri Apitong Crossarm Deadend	26	73 System Improvement - OH	2	9	18	$1,608.29	$595.07	$14,988.42	$6,011.86	$23,203.63
Construction	VC7.4 POLY	VC7-4 - 3PH Poly De w/ Apitong X-Arm	26	73 System Improvement - OH	6	1	6	$4,214.92	$1,559.52	$4,459.62	$1,788.75	$12,022.81
Construction	VR3.INTELL	VM3-Intell-Intellirupter Pulse Closer-25	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$13,364.04	$5,360.32	$18,724.36
Retirement	1/0 ACSR	1/0ACSR-1/0 ACSR Conductor	26	73 System Improvement - OH	291	1	291	$0.00	$0.00	$453.96	$182.08	$636.04

City of Milton Estimate (cont.)

Retirement	10FT X 12FT VAUL	Vault 10' x 12'	27	74 Member Service - UG	1	0	0	$0.00	$0.00	$0.00	$0.00	$0.00
Retirement	25UC4.UV1000	VUC4-4C-V1000-3PH Primary Riser-25kV	26	73 System Improvement - OH	4	1	4	$0.00	$0.00	$6,490.32	$2,603.27	$9,093.59
Retirement	25UC4-UV2/0A	VUC4-4C-V2/0AL - 3PH Primary Riser-25kV	26	73 System Improvement - OH	5	1	5	$0.00	$0.00	$7,080.75	$2,840.09	$9,920.84
Retirement	25UR3.PME.10	25kV PME 10 Pad Mounted	27	74 Member Service - UG	2	1	2	$0.00	$0.00	$1,945.05	$757.44	$2,725.21
Retirement	2ACSR	2ACSR-2ACSR Conductor	26	73 System Improvement - OH	97	1	97	$0.00	$0.00	$138.71	$55.64	$194.35
Retirement	30-5	30-5 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$277.70	$111.39	$389.09
Retirement	45-3	45-3 - Pole	26	73 System Improvement - OH	5	1	5	$0.00	$0.00	$2,015.20	$808.30	$2,823.50
Retirement	50-2	50-2 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$436.01	$174.88	$610.89
Retirement	55-2	55-2 - Pole	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$1,399.20	$561.22	$1,960.42
Retirement	60-2	60-2 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$534.98	$214.58	$749.56
Retirement	E9.2	E9-2-Down Guy with Fiber Link	26	73 System Improvement - OH	8	1	8	$0.00	$0.00	$1,422.16	$570.43	$1,992.59
Retirement	F1.12	F1-4-3/4" x 8ft Anchor 12000lbs	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$252.66	$101.34	$354.00
Retirement	F1.26	F1-5 Anchor " 1 x10' Rod Assem 26,000 lbs	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$168.44	$67.56	$236.00
Retirement	G1.6.15DV SB	G33S-DV-2-15 - Conv SB DV Trans	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$1,075.96	$431.57	$1,507.53
Retirement	K1.1	K14C - Secondary Rigid Clevis	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$301.80	$121.05	$422.85
Retirement	M5-31	M5-31-Device Location Number Tag	26	73 System Improvement - OH	9	1	9	$0.00	$0.00	$565.92	$226.99	$792.91
Retirement	UK1.1	UM5-Secondary Riser Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$329.43	$132.13	$461.56
Retirement	UO1.LED2.YL	LED 2 Yardlight-S/L Complete	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$477.24	$191.42	$668.66
Retirement	URD Cable Feed Tag	Taggin for Cable Labeling	27	74 Member Service - UG	9	1	9	$0.00	$0.00	$33.65	$13.10	$47.15
Retirement	UV1000	UV1000-1000MCM 25kV Underground Cable	27	74 Member Service - UG	24463	1	24463	$0.00	$0.00	$28,976.42	$11,283.93	$40,598.87
Retirement	UV2/0A	UV2/0A-2/0A 25kV Underground Cable	27	74 Member Service - UG	777	1	777	$0.00	$0.00	$336.13	$130.89	$470.95
Retirement	VA1.04NJ	VA1.4NJ-Jumper Pin	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$165.18	$66.25	$231.43
Retirement	VC2.21L	VC1-3 - Pri Double Crossarm w/ SD Pins	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$308.75	$123.84	$432.59
Retirement	VC4.9	VC4-1L-Pri Vert Const Dbl De w/ Fiberlink	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$787.54	$315.88	$1,103.42
Retirement	VC5.1	VC5-1 - Pri Vertical Dead End	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$297.07	$119.15	$416.22
Retirement	VC6.21F	VC8 - Horizontal DDE Fiberglass X Arms	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$497.99	$199.74	$697.73
Retirement	VC6.21L	VC8 - Pri Double Dead End Cross Arm	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$500.79	$200.87	$701.66
Retirement	VC7.4	VC7-4 - Pri Apitong Crossarm Deadend	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$928.86	$372.57	$1,301.43
Retirement	VC7.4 POLY	VC7-4 - 3Ph Poly De w/ Apitong X-Arm	26	73 System Improvement - OH	6	1	6	$0.00	$0.00	$2,517.30	$1,009.69	$3,526.99
Retirement	VR3. INTELL	VM3-Intell-Intellirupter Pulse Closer-25	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$7,924.78	$3,178.63	$11,103.41
											Total for Retirement:	**$96,171.44**
											Total for Construction:	**$1,146,646.30**
											Total:	**$1,242,817.74**

Sawnee EMC Estimate

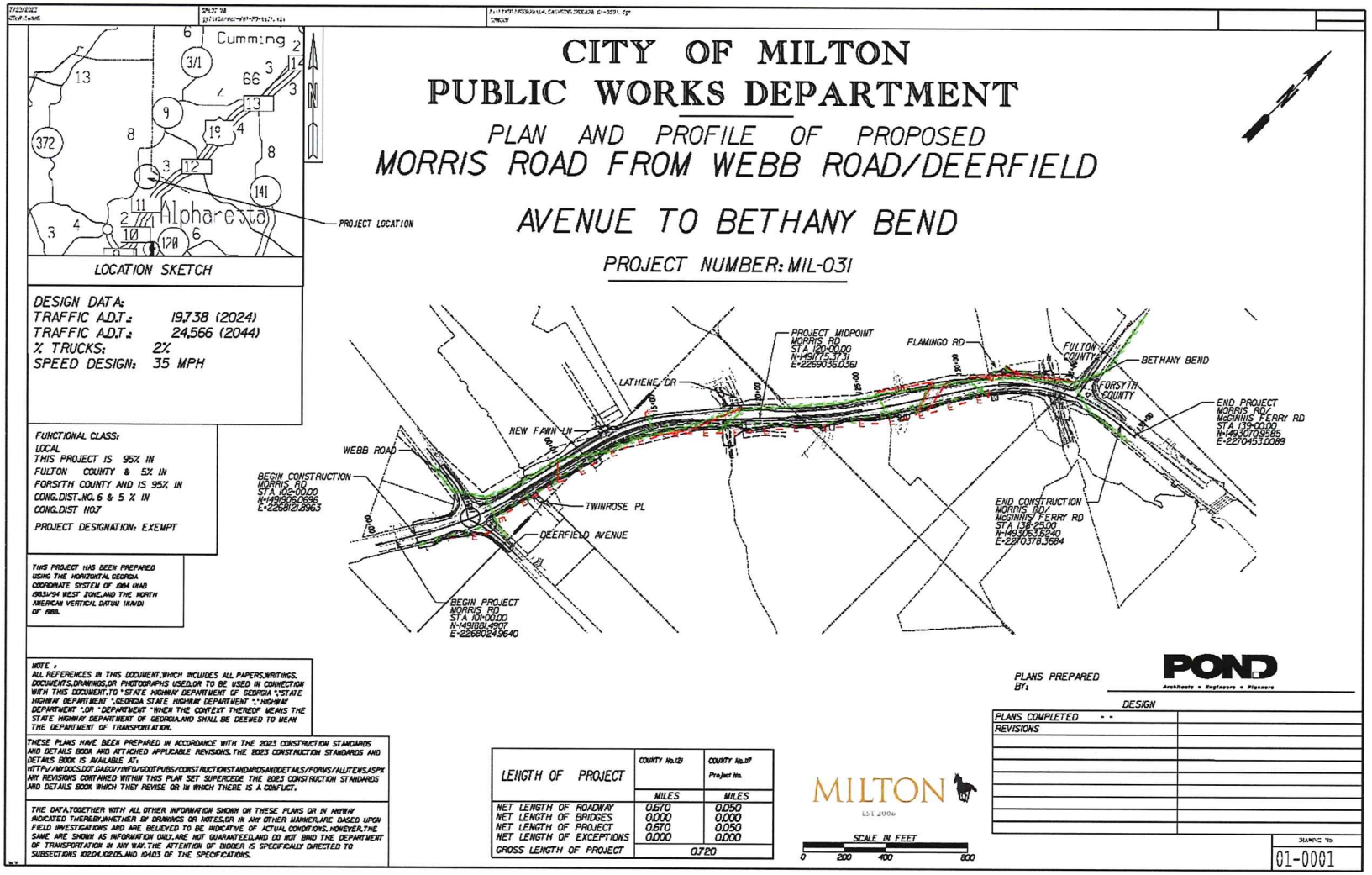
Unit Type	Assembly	Assembly Description	Rate Group	Construction Labor Contract	Qty/Labor	Hrs	Total Hours	Material		Labor		Total
								Cost	Overhead	Cost	Overhead	
Construction	25UC4.UV2/0A	VUC4-4C-V2/0AL - 3PH Primary Riser-25kV	26	73 System Improvement - OH	2	1	2	$2,389.90	$884.26	$5,749.78	$2,306.24	$11,330.18
Construction	25UM6.SP.UV2/0A	UM6-28-URD Pri Splice	26	73 System Improvement - OH	6	1	6	$438.62	$162.29	$1,167.00	$468.08	$2,235.99
Construction	50-2	50-2 - Pole	26	73 System Improvement - OH	1	1	1	$597.03	$220.90	$1,190.54	$477.53	$2,486.00
Construction	55-2	55-2 - Pole	26	73 System Improvement - OH	1	1	1	$695.56	$257.36	$1,404.40	$563.30	$2,920.62
Construction	60-2	60-2 - Pole	26	73 System Improvement - OH	1	1	1	$853.18	$315.68	$1,682.08	$674.68	$3,525.62
Construction	CABLE IN CON 4/0	Cable in Con 4/0-Pull 4/0 and Larger	27	74 Member Service - UG	4725	1	4725	$0.00	$0.00	$4,623.41	$1,800.44	$6,477.86
Construction	CABLE IN CONDUIT	Cable in Conduit-Pull 2/0 and Smaller	27	74 Member Service - UG	860	1	860	$0.00	$0.00	$797.22	$310.45	$1,116.98
Construction	E9.2	E9-2-Down Guy with Fiber Link	26	73 System Improvement - OH	9	1	9	$785.18	$290.52	$2,494.44	$1,000.52	$4,570.66
Construction	F1.12	F1-4-3/4" x 8ft Anchor 12000 lbs	26	73 System Improvement - OH	2	1	2	$138.28	$51.16	$589.52	$236.46	$1,015.42
Construction	F1.26	F1-5 Anchor & 1 x10'Rod Assem 26,000 lbs	26	73 System Improvement - OH	2	1	2	$402.83	$149.05	$645.58	$258.94	$1,456.40
Construction	FLAGGED DITCH	Flagged Ditch	27	74 Member Service - UG	735	1	735	$0.00	$0.00	$37.85	$14.74	$53.04
Construction	H6.1	VM2-13 - Ground Stacking Assembly	26	73 System Improvement - OH	3	1	3	$120.31	$44.51	$1,067.73	$428.27	$1,660.82
Construction	M5-31	M5-31-Device Location Number Tag	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$407.01	$163.25	$570.26
Construction	SPLICE PIT	Splice Pit	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$1,040.38	$417.30	$1,457.68
Construction	UP8.4IN RED PIPE	4in Red Pipe -SEMC Provided	27	74 Member Service - UG	210	1	210	$787.75	$291.47	$313.64	$122.13	$1,518.65
Construction	UP8.6IN RED PIPE	6in Red Pipe - SEMC Provided	27	74 Member Service - UG	1575	1	1575	$16,663.66	$6,165.55	$3,487.84	$1,358.22	$27,716.02
Construction	URD SEED & STRAW	URD Seed & Straw	27	74 Member Service - UG	140	1	140	$0.00	$0.00	$36.05	$14.04	$50.51
Construction	URD SEED & STRAW	URD Seed & Straw	27	74 Member Service - UG	30	0	0	$0.00	$0.00	$0.00	$0.00	$0.00
Construction	UT4.42 URBC.4	URBC 4-Pipe Under Asp/Conc No Wire 4"	27	74 Member Service - UG	210	1	210	$0.00	$0.00	$4,131.33	$1,608.81	$5,788.41
Construction	UT4.42 URBC.6	URBC 6-Pipe Under Asp/Conc No Wire 6"	27	74 Member Service - UG	1575	1	1575	$0.00	$0.00	$40,799.59	$15,888.07	$57,164.30
Construction	UV1000	UV1000-1000MCM 25kV Underground Cable	27	74 Member Service - UG	4725	1	4275	$52,308.11	$19,354.00	$3,893.40	$1,516.16	$77,117.15
Construction	UV2/0A	UV2/0A-2/0A 25kV Underground Cable	27	74 Member Service - UG	860	1	860	$2,629.28	$972.83	$354.32	$137.98	$4,098.55
Construction	VA1.04NJ	VA1.4NJ-Jumper Pin	26	73 System Improvement - OH	6	1	6	$485.04	$179.46	$903.00	$362.19	$1,929.70
Construction	VC4.9	VC4-1L-Pri Vert Const Dbl De w/ Fiberlink	26	73 System Improvement - OH	2	1	2	$1,118.76	$413.94	$3,371.38	$1,352.26	$6,256.34
Construction	VC5.1	VC5-1 - Pri Vertical Dead End	26	73 System Improvement - OH	1	1	1	$251.46	$93.04	$645.62	$258.96	$1,249.08
Construction	VC8.21F	VC8 - Horizontal DDE Fiberglass X Arms	26	73 System Improvement - OH	1	1	1	$1,092.01	$404.04	$1,253.60	$502.82	$3,252.47
Construction	VC7.4 POLY	VC7-4 - 3ph Poly DE w/ Apitong X-Arm	26	73 System Improvement - OH	3	1	3	$2,107.46	$779.76	$2,229.81	$894.38	$6,011.41
Construction	VR3.INTELL	VM3-Intell-Intellirupter Pulse Closer-25	26	73 System Improvement - OH	1	1	1	$45,048.02	$16,667.77	$6,682.02	$2,680.16	$71,077.97
Retirement	25UC4.UV2/0A	VUC4-4C-V2/0AL - 3ph Primary Riser-25kV	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$2,832.30	$1,136.04	$3,968.34
Retirement	45-3	45-3 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$403.04	$161.66	$564.70
Retirement	50-2	50-2 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$436.01	$174.88	$610.89
Retirement	55-2	55-2 - Pole	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$466.40	$187.07	$653.47
Retirement	E9.2	E9-2-Down Guy with Fiber Link	26	73 System Improvement - OH	8	1	8	$0.00	$0.00	$1,422.16	$570.43	$1,992.59
Retirement	F1.12	F1-4-3/4" x 8ft Anchor 12000 lbs	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$168.44	$67.56	$236.00
Retirement	F1.26	F1-5 Anchor & 1 X10' Rod Assem 26,000 lbs	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$168.44	$67.56	$236.00
Retirement	M5-31	M5-31-Device Location Number Tag	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$188.64	$75.66	$264.30
Retirement	VA1.04NJ	VA1.4NJ-Jumper Pin	26	73 System Improvement - OH	6	1	6	$0.00	$0.00	$330.36	$132.51	$462.87
Retirement	VC4.9	VC4-1L-Pri Vert Const Dbl DE w/ Fiberlink	26	73 System Improvement - OH	2	1	2	$0.00	$0.00	$1,575.08	$631.76	$2,206.84
Retirement	VC5.1	VC5-1 - Pri Vertical Dead End	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$297.07	$119.15	$416.22
Retirement	VC8.21F	VC8 - Horizontal DDE Fiberglass X Arms	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$497.99	$199.74	$697.73
Retirement	VC7.4 POLY	VC7-4 - 3ph Poly DE w/ Apitong X-Arm	26	73 System Improvement - OH	3	1	3	$0.00	$0.00	$1,258.65	$504.84	$1,763.49
Retirement	VR3.INTELL	VM3-Intell-Intellirupter Pulse Closer-25	26	73 System Improvement - OH	1	1	1	$0.00	$0.00	$3,962.39	$1,589.31	$5,551.70

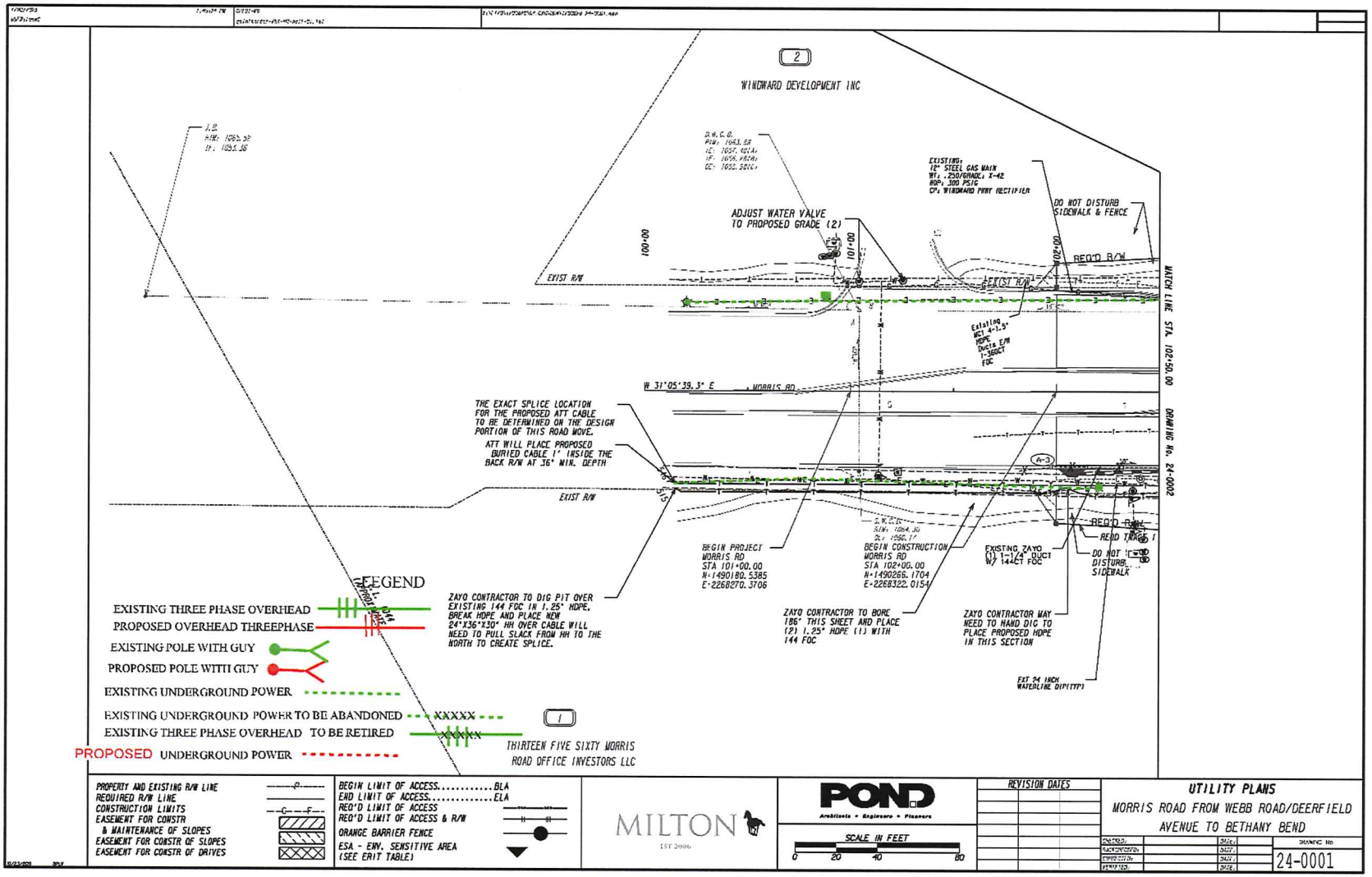
Total for Retirement: $19,625.17

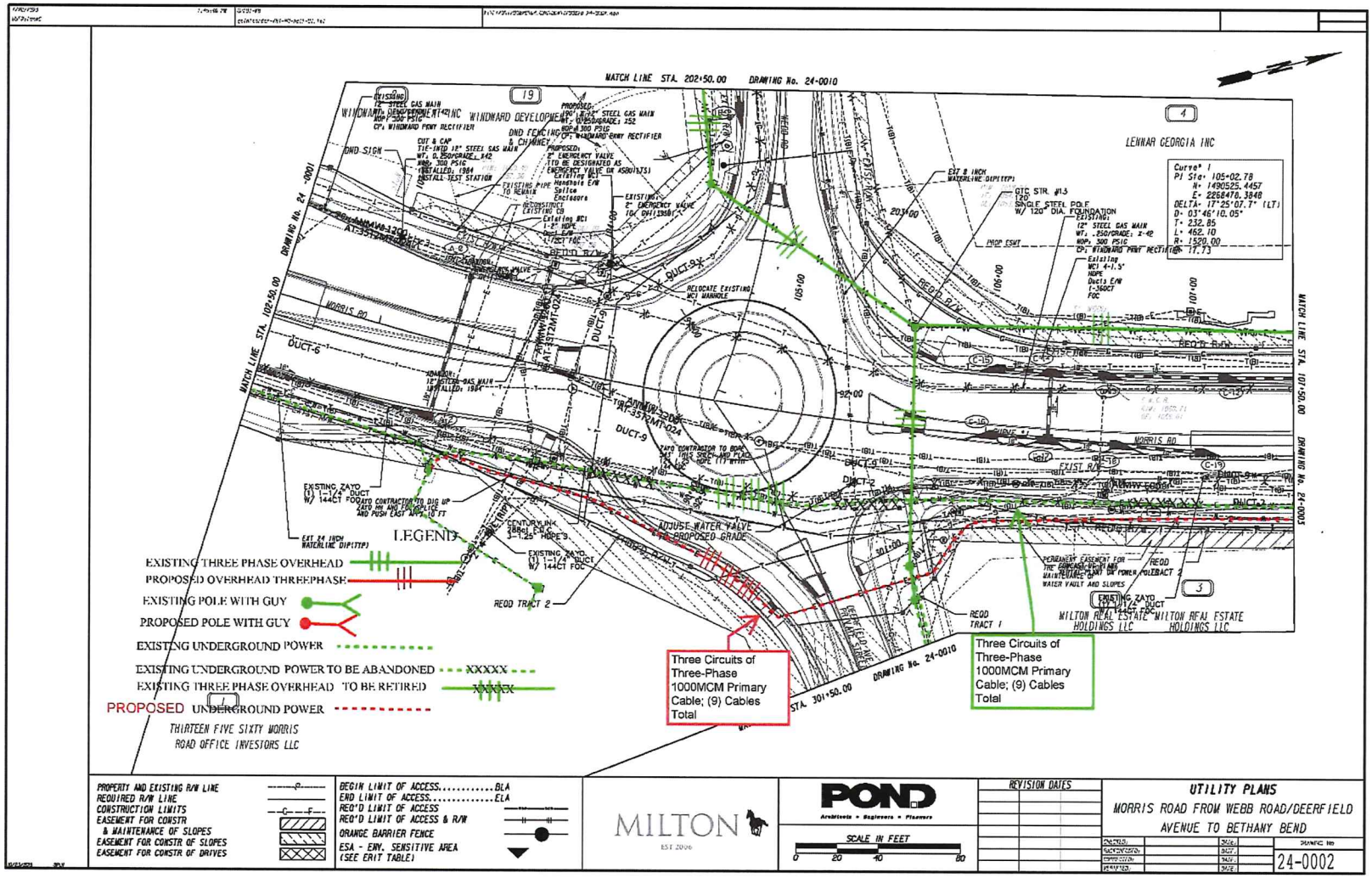
Total for Construction: $304,108.09

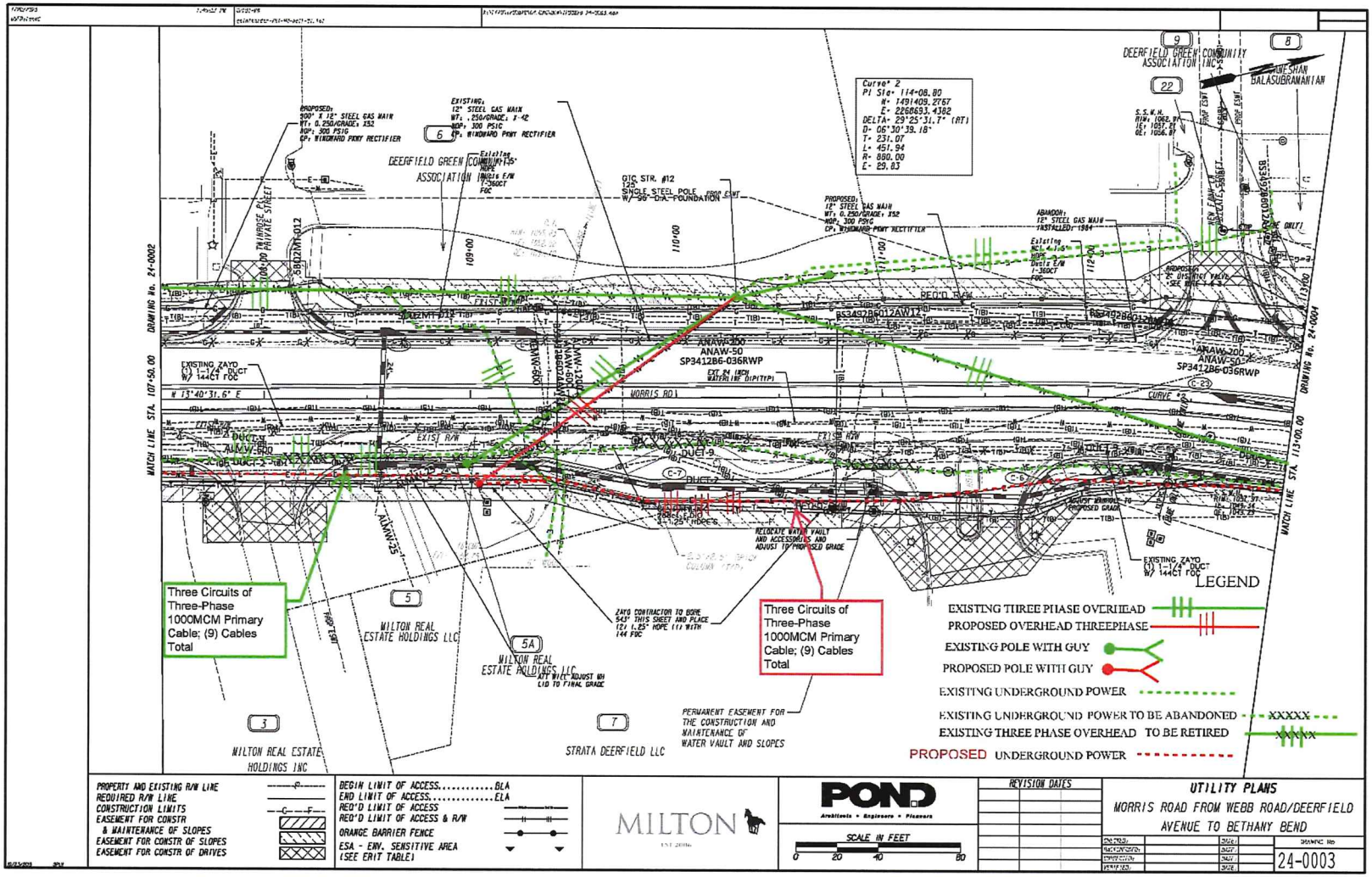
Total: $323,733.26

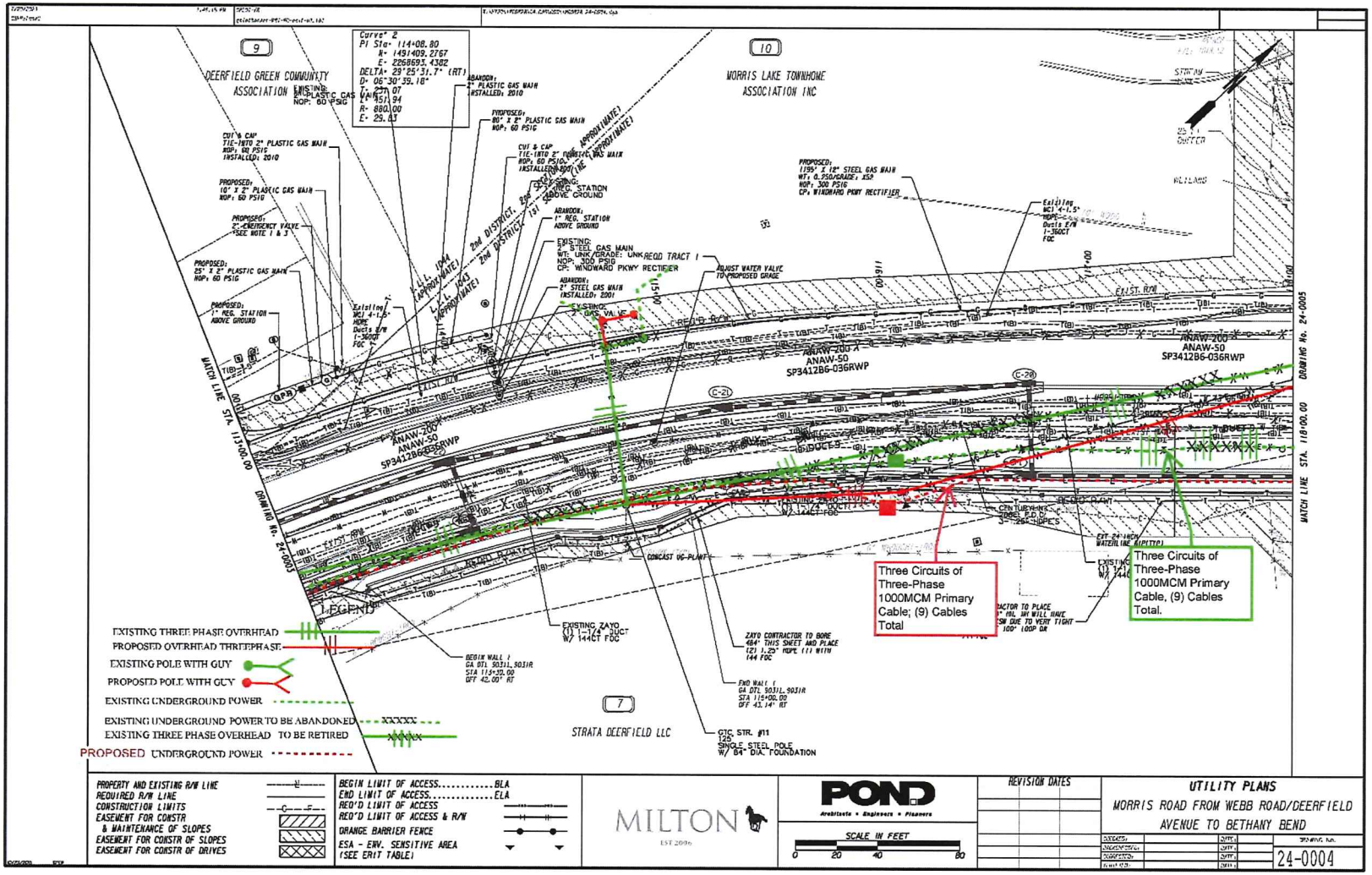
EXHIBIT "B"

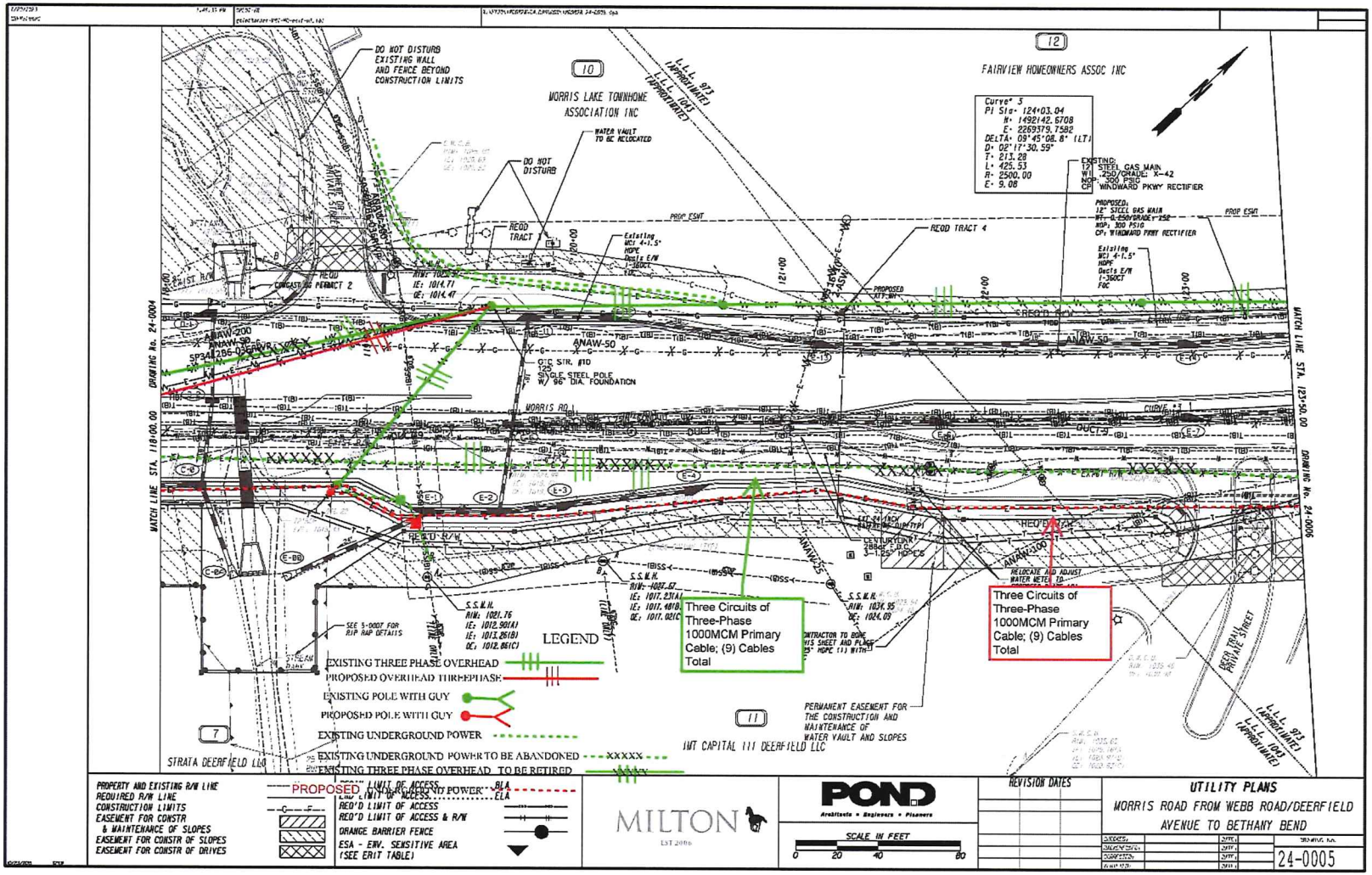

CITY OF MILTON
PUBLIC WORKS DEPARTMENT
PLAN AND PROFILE OF PROPOSED
MORRIS ROAD FROM WEBB ROAD/DEERFIELD
AVENUE TO BETHANY BEND
PROJECT NUMBER: MIL-031
PROJECT LOCATION
LOCATION SKETCH
DESIGN DATA:
TRAFFIC A.D.T.: 19,738 (2024)
TRAFFIC A.D.T.: 24,566 (2044)
% TRUCKS: 2%
SPEED DESIGN: 35 MPH
FUNCTIONAL CLASS:
LOCAL
THIS PROJECT IS 95% IN FULTON COUNTY & 5% IN FORSYTH COUNTY AND IS 95% IN CONG.DIST.NO.6 & 5 % IN CONG.DIST NO7
PROJECT DESIGNATION: EXEMPT
THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)-94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT: HTTPS://MYDOT.SGOT.GA.GOV/INFO/GDOTPUBS/CONSTRUCTIONSTANDARDSANDDETAILS/FORMS/ALLITEMS.ASPX ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERCEDE THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.
THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY. ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
PROJECT MIDPOINT MORRIS RD STA 120+00.00 N=1491775.3731 E=2269036.0351
FLAMINGO RD
FULTON COUNTY
BETHANY BEND
FORSYTH COUNTY
END PROJECT MORRIS RD/ McGINNIS FERRY RD STA 139+00.00 N=1493709.9585 E=2270453.0089
LATHENE DR
NEW FAWN LN
WEBB ROAD
BEGIN CONSTRUCTION MORRIS RD STA 102+00.00 N=1492826.0696 E=2268121.8963
TWINROSE PL
DEERFIELD AVENUE
END CONSTRUCTION MORRIS RD/ McGINNIS FERRY RD STA 138+25.00 N=1493653.5240 E=2270378.3684
BEGIN PROJECT MORRIS RD STA 101+00.00 N=1491881.4907 E=2268024.9640
PLANS PREPARED BY:
POND
Architects • Engineers • Planners
DESIGN
PLANS COMPLETED
REVISIONS
LENGTH OF PROJECT
COUNTY No.121
COUNTY No.117 Project No.
MILES
NET LENGTH OF ROADWAY 0.670 0.050
NET LENGTH OF BRIDGES 0.000 0.000
NET LENGTH OF PROJECT 0.670 0.050
NET LENGTH OF EXCEPTIONS 0.000 0.000
GROSS LENGTH OF PROJECT 0.720
MILTON
EST 2006
SCALE IN FEET
0 200 400 800
DRAWING NO.
01-0001

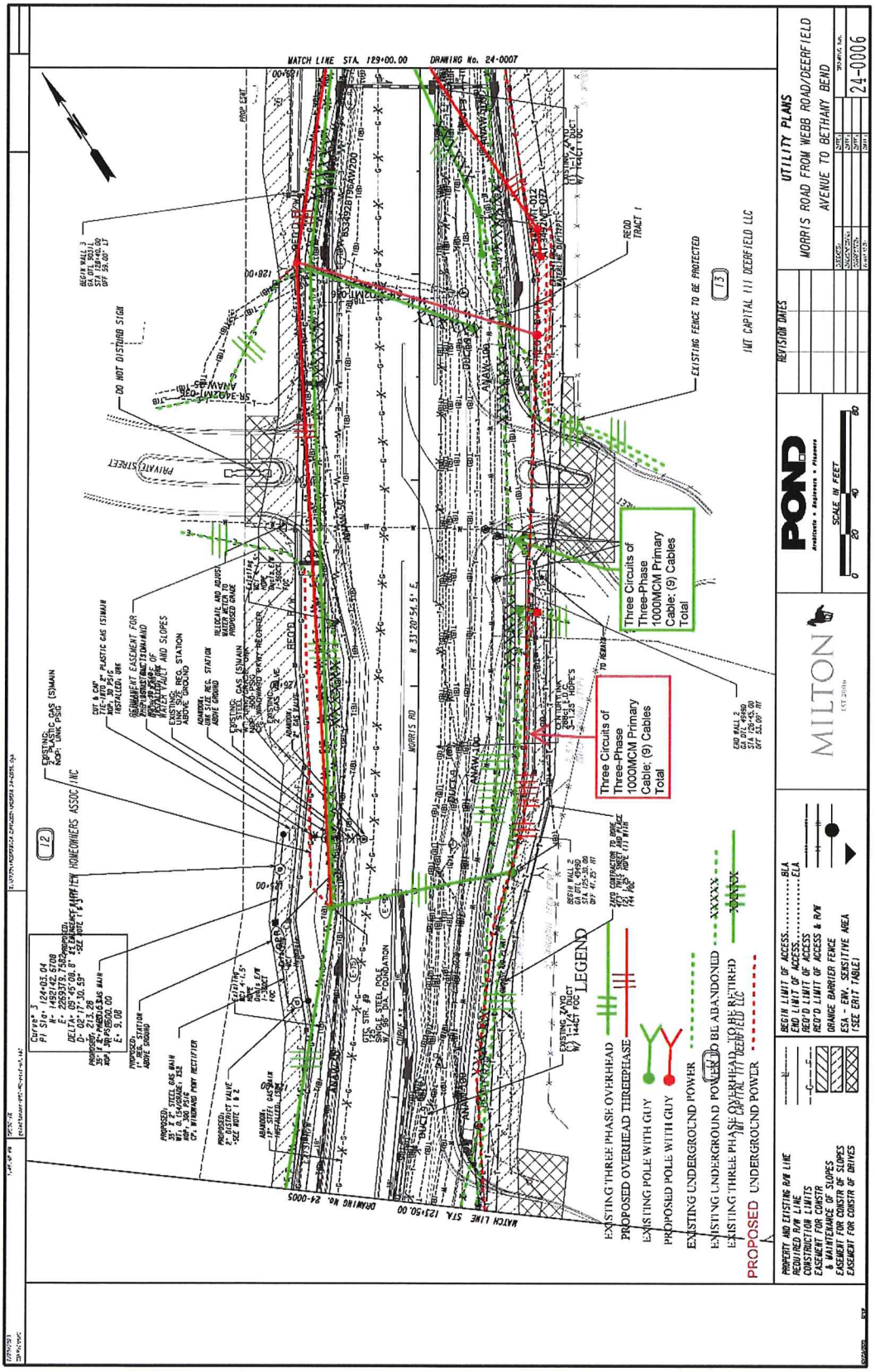

2
WINDWARD DEVELOPMENT INC
ADJUST WATER VALVE TO PROPOSED GRADE (2)
DO NOT DISTURB SIDEWALK & FENCE
EXISTING: 12" STEEL GAS MAIN Wt. .250/GRADE X-42 MOP: 300 PSIG CP: WINDWARD PKWY RECTIFIER
EXIST R/W
REQ'D R/W
W 31°05'39.3" E
WORRIS RD
MATCH LINE STA 102+50.00 DRAWING No. 24-0002
THE EXACT SPLICE LOCATION FOR THE PROPOSED ATT CABLE TO BE DETERMINED ON THE DESIGN PORTION OF THIS ROAD WORK.
ATT WILL PLACE PROPOSED BURIED CABLE 1' INSIDE THE BACK R/W AT 36" MIN. DEPTH
BEGIN PROJECT WORRIS RD STA 101+00.00 N-1490180.5385 E-2268270.3706
BEGIN CONSTRUCTION WORRIS RD STA 102+00.00 N-1490266.1704 E-2268322.0154
EXISTING ZAYO (1) 1-1/4" DUCT W/ 144CT FOC
DO NOT DISTURB SIDEWALK
ZAYO CONTRACTOR TO DIG PIT OVER EXISTING 144 FOC IN 1.25" HDPE, BREAK HDPE AND PLACE NEW 24"X36"X30" HH OVER CABLE WILL NEED TO PULL SLACK FROM HH TO THE NORTH TO CREATE SPLICE.
ZAYO CONTRACTOR TO BORE 186' THIS SHEET AND PLACE (2) 1.25" HDPE (1) WITH 144 FOC
ZAYO CONTRACTOR WAY NEED TO HAND DIG TO PLACE PROPOSED HDPE IN THIS SECTION
EXT 24 INCH WATERLINE DIP (TYP)
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
1
THIRTEEN FIVE SIXTY WORRIS ROAD OFFICE INVESTORS LLC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING NO
24-0001

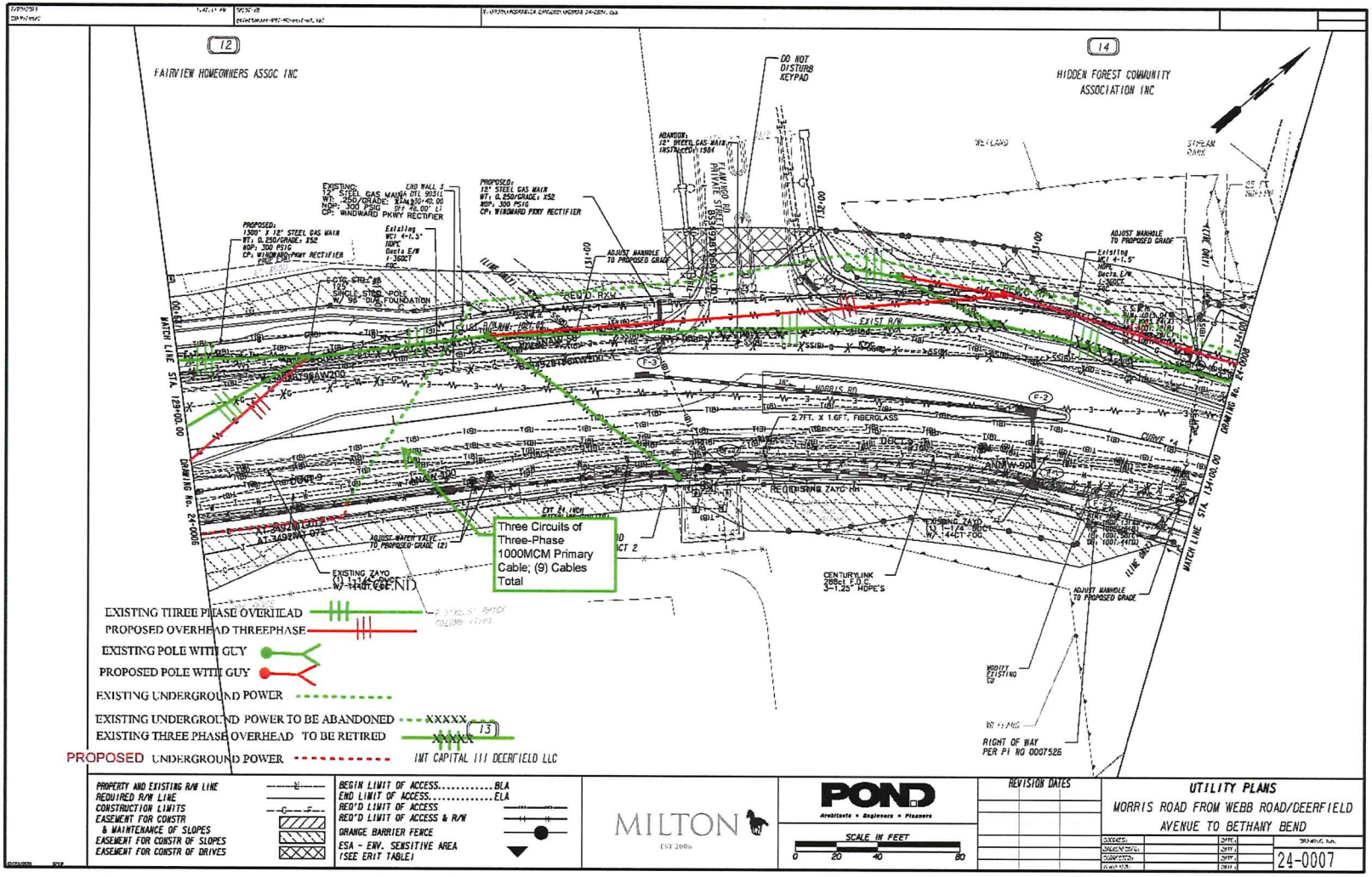

MATCH LINE STA. 202+50.00 DRAWING No. 24-0010
MATCH LINE STA. 102+50.00 DRAWING No. 24-0001
MATCH LINE STA. 301+50.00 DRAWING No. 24-0010
MATCH LINE STA. 107+50.00 DRAWING No. 24-0003
WINDWARD DEVELOPMENT INC
LENNAR GEORGIA INC
MORRIS RD
WEBB RD
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
THIRTEEN FIVE SIXTY MORRIS ROAD OFFICE INVESTORS LLC
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
MILTON REAL ESTATE HOLDINGS LLC
MILTON REAL ESTATE HOLDINGS LLC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING NO
24-0002

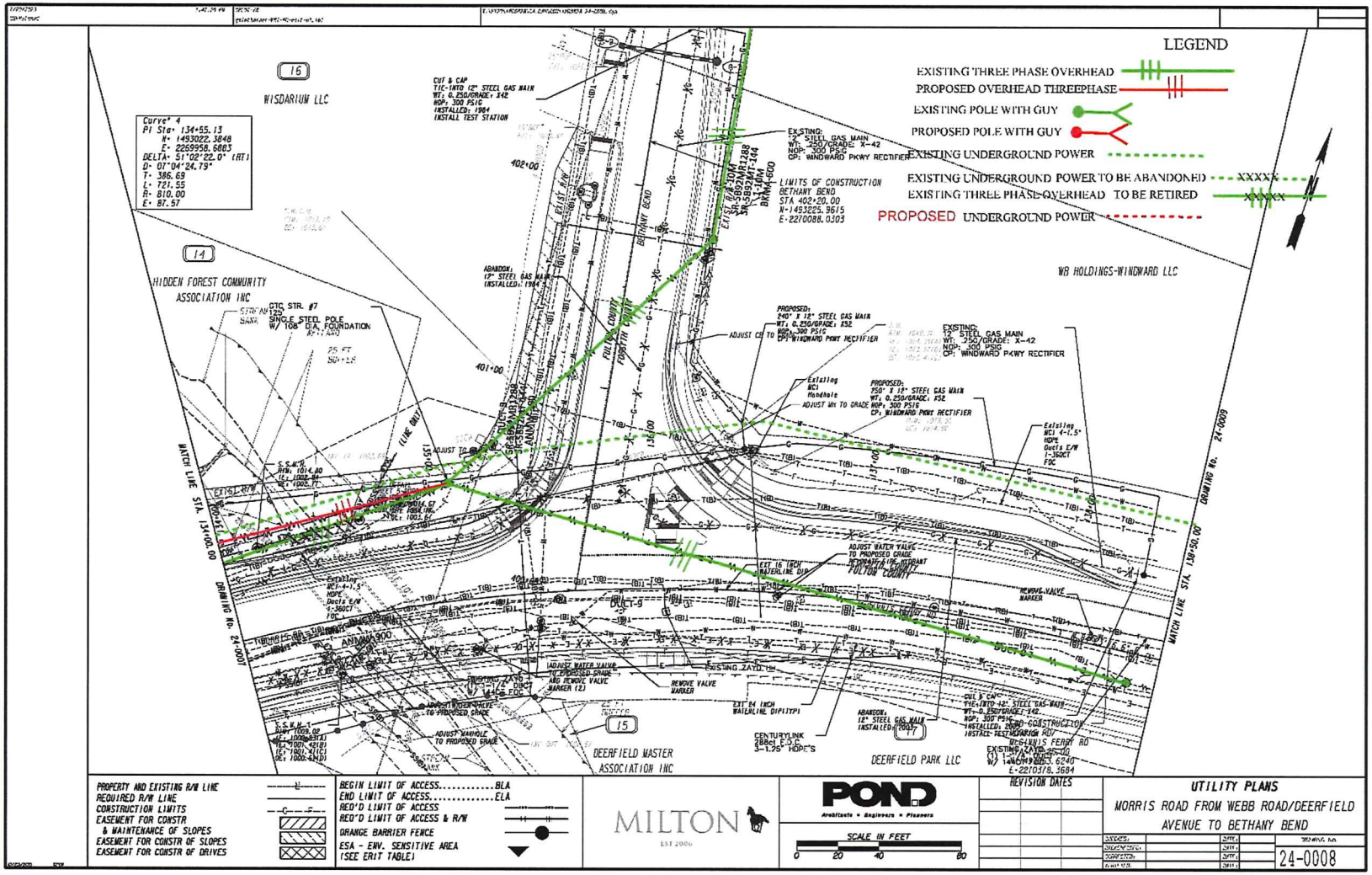

Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
MILTON REAL ESTATE HOLDINGS LLC
MILTON REAL ESTATE HOLDINGS LLC
MILTON REAL ESTATE HOLDINGS INC
STRATA DEERFIELD LLC
DEERFIELD GREEN COMMUNITY ASSOCIATION INC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
24-0003

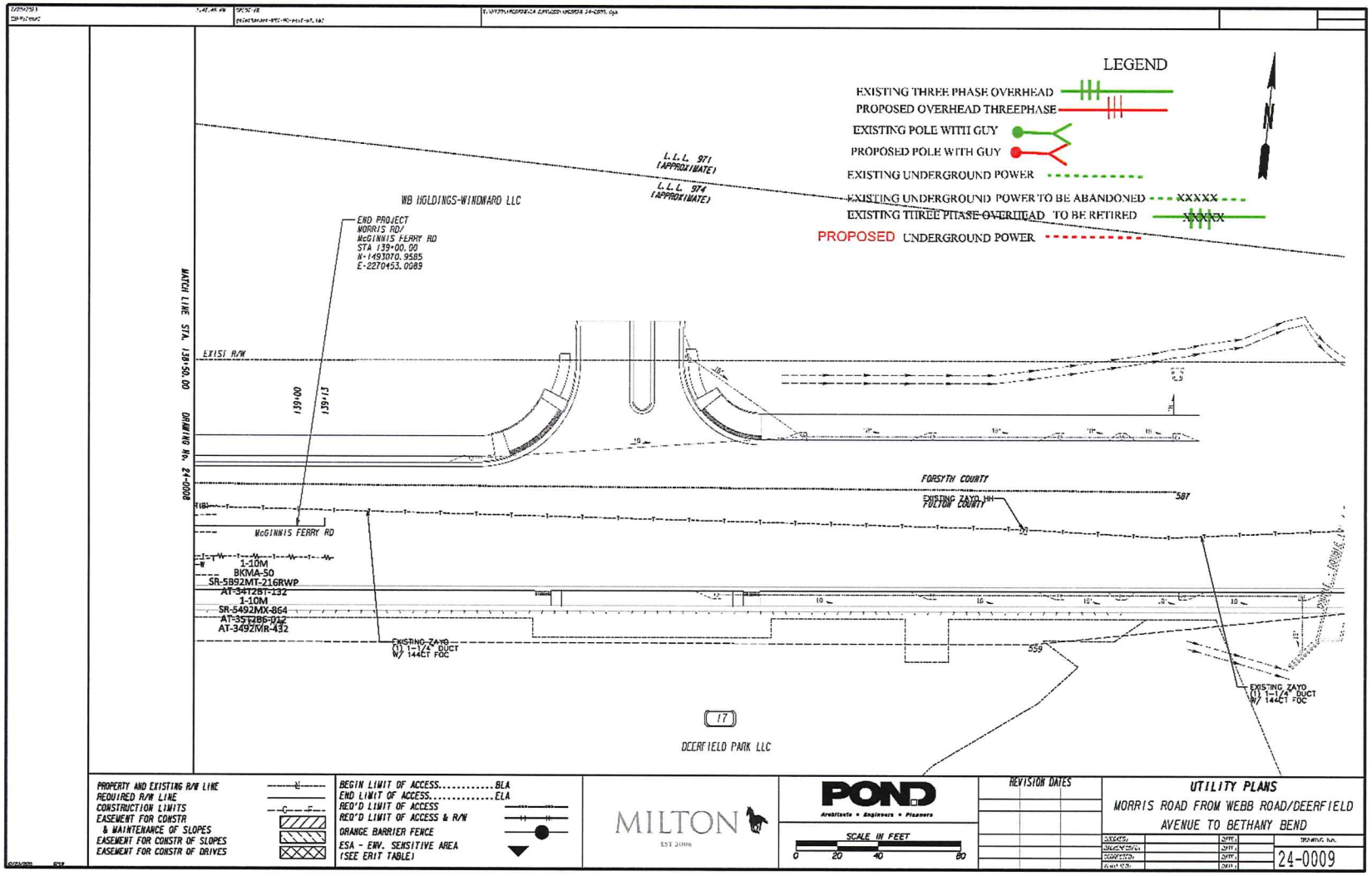

DEERFIELD GREEN COMMUNITY ASSOCIATION
WORRIS LAKE TOWNHOME ASSOCIATION INC
STRATA DEERFIELD LLC
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
Three Circuits of Three-Phase 1000MCM Primary Cable, (9) Cables Total.
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
MILTON
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
24-0004

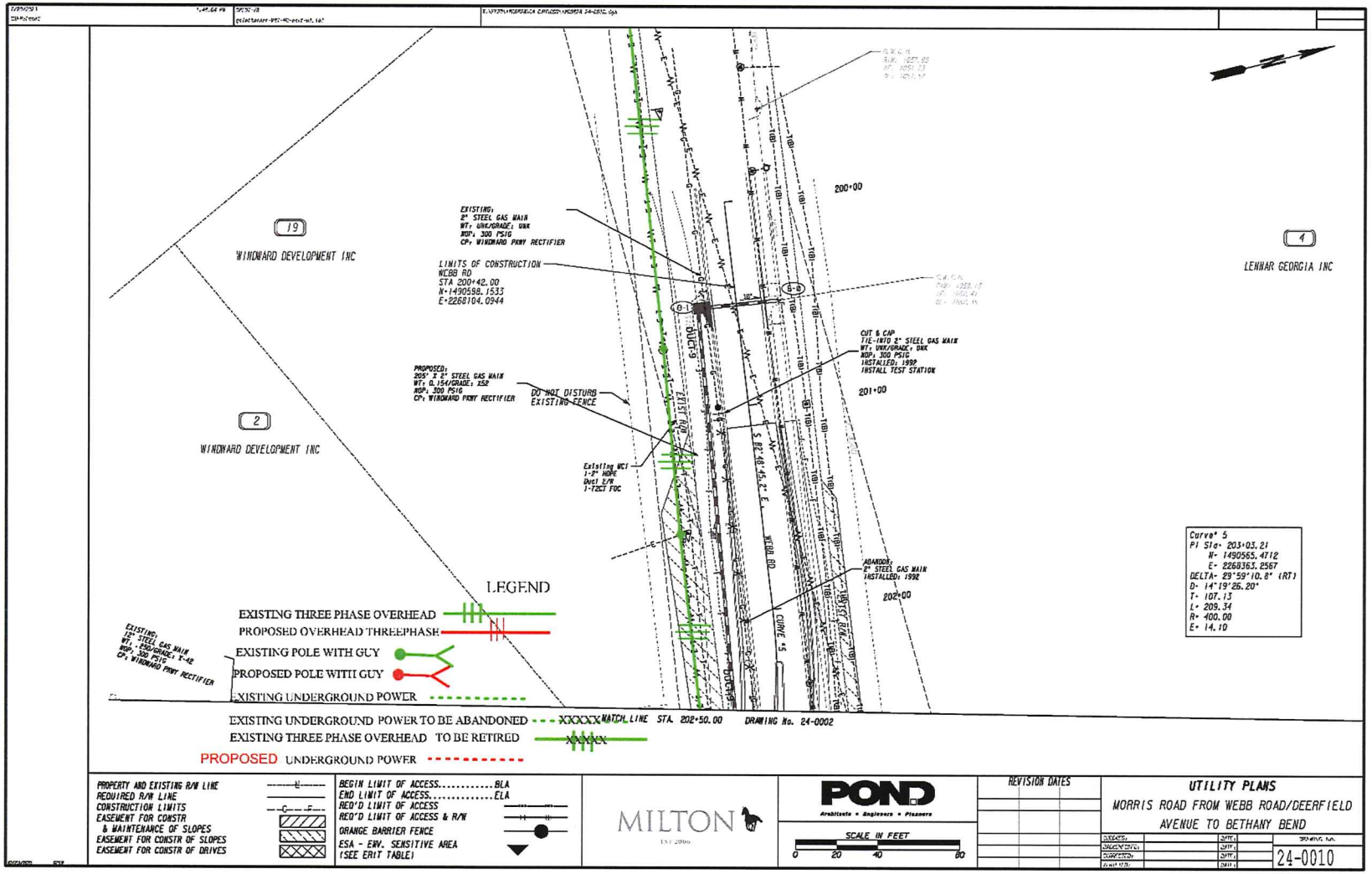

Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
PROPOSED
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
WORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING No.
24-0005

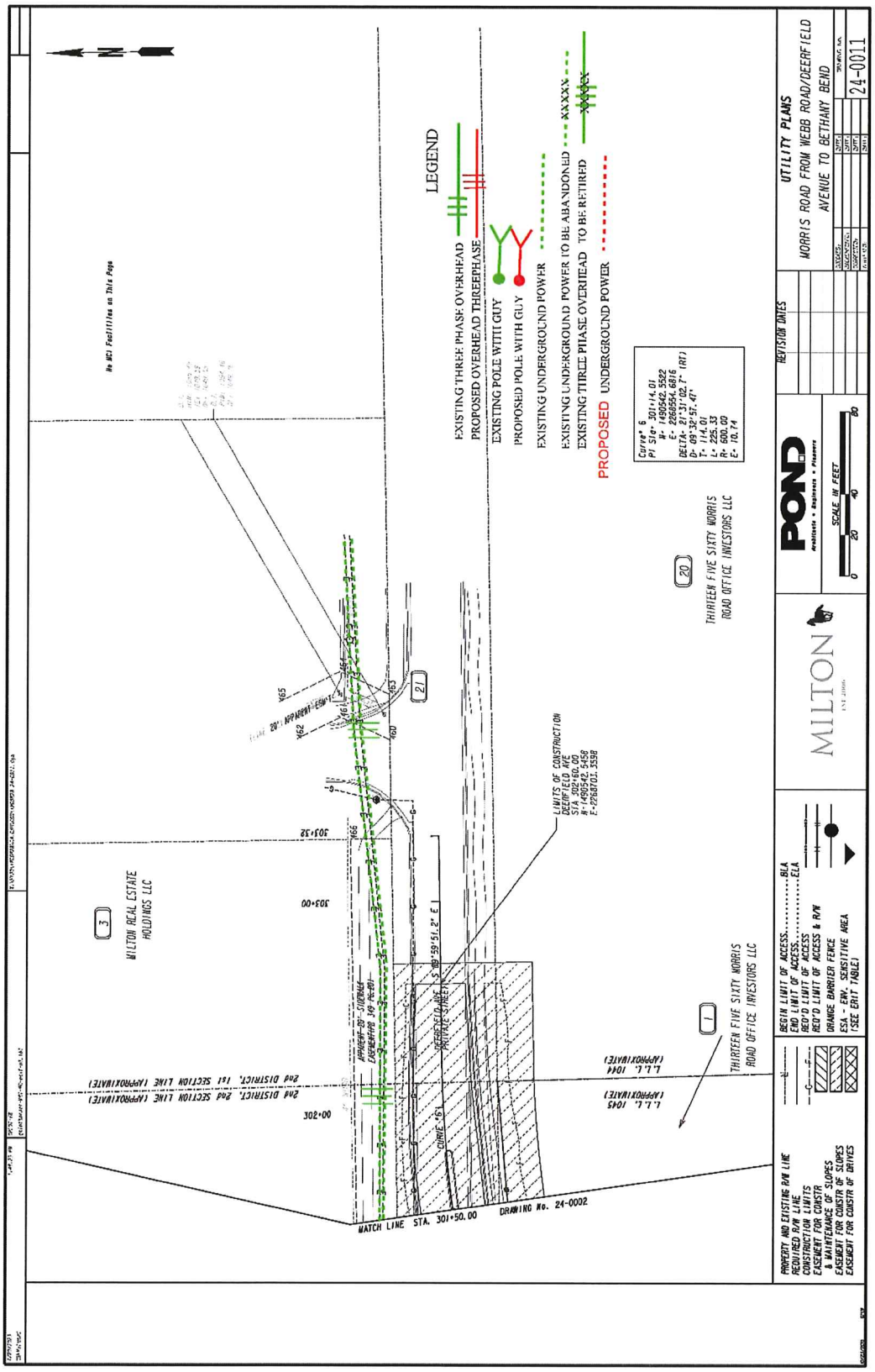

MATCH LINE STA. 129+00.00 DRAWING No. 24-0007
MATCH LINE STA. 125+50.00 DRAWING No. 24-0005
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
EXISTING FENCE TO BE PROTECTED
DO NOT DISTURB SIGN
MORRIS ROAD
PRIVATE STREET
REQD TRACT I
IMT CAPITAL III DEERFIELD LLC
HOMEOWNERS ASSOC INC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
POND
MILTON
SCALE IN FEET
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
24-0006


12
FAIRVIEW HOMEOWNERS ASSOC INC
14
HIDDEN FOREST COMMUNITY ASSOCIATION INC
DO NOT DISTURB KEYPAD
Three Circuits of Three-Phase 1000MCM Primary Cable; (9) Cables Total
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
IMT CAPITAL III DEERFIELD LLC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING NO.
24-0007


LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
WISDARIUM LLC
HIDDEN FOREST COMMUNITY ASSOCIATION INC
WB HOLDINGS-WINDWARD LLC
DEERFIELD MASTER ASSOCIATION INC
DEERFIELD PARK LLC
BETHANY BEND
FULTON COUNTY
FORSYTH COUNTY
MATCH LINE STA. 134+00.00
DRAWING NO. 24-0009
DRAWING NO. 24-0007
LIMITS OF CONSTRUCTION
BETHANY BEND
STA 402+20.00
N-1493225.9615
E-2270088.0303
PROPOSED:
240' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
MOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER
EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
MOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER
PROPOSED:
250' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
MOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER
ABANDON:
12" STEEL GAS MAIN
INSTALLED: 1984
CUT & CAP
TIE-INTO 12" STEEL GAS MAIN
WT: 0.250/GRADE: X42
MOP: 300 PSIG
INSTALLED: 1984
INSTALL TEST STATION
EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
MOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER
PTC STR. #7
SINGLE STEEL POLE
W/ 10ft DIA. FOUNDATION
Curve* 4
PI Sta* 134+55.13
N* 1493022.3848
E* 2269958.6863
DELTA* 51°02'22.0" (RT)
D* 07°04'24.79"
T* 386.69
L* 721.55
R* 810.00
E* 87.57
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING NO.
24-0008


LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
N
WB HOLDINGS-WINDWARD LLC
L.L.L. 971 (APPROXIMATE)
L.L.L. 974 (APPROXIMATE)
END PROJECT
MORRIS RD/
McGINNIS FERRY RD
STA 139+00.00
N-1493070.9585
E-2270453.0089
MATCH LINE STA 139+00.00 DRAWING NO. 24-0008
EXIST R/W
139+00
139+13
FORSYTH COUNTY
FULTON COUNTY
EXISTING ZAYO HH
587
McGINNIS FERRY RD
1-10M
BKMA-50
SR-5B92MT-216RWP
AT-3412BT-132
1-10M
SR-5492MV-864
AT-3514B6-012
AT-3492MR-432
EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC
559
EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC
17
DEERFIELD PARK LLC
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING NO.
24-0009


19
WINDWARD DEVELOPMENT INC
2
WINDWARD DEVELOPMENT INC
1
LENNAR GEORGIA INC
EXISTING:
2" STEEL GAS MAIN
WT: UNK/GRADE: UNK
MOP: 300 PSIG
CP: WINDWARD PWMT RECTIFIER
LIMITS OF CONSTRUCTION
WEBB RD
STA 200+42.00
N-1490598.1533
E-2268104.0944
PROPOSED:
205' 2 2" STEEL GAS MAIN
WT: 0.154/GRADE: X52
MOP: 700 PSIG
CP: WINDWARD PWMT RECTIFIER
DO NOT DISTURB
EXISTING FENCE
Existing WCI
1-2" HDPE
Duct F/M
1-72ct FOC
CUT & CAP
TIE-INTO 2" STEEL GAS MAIN
WT: UNK/GRADE: UNK
MOP: 300 PSIG
INSTALLED: 1992
INSTALL TEST STATION
ABANDON:
2" STEEL GAS MAIN
INSTALLED: 1992
200+00
201+00
202+00
S 82°48'56.2" E
WEBB RD
CURVE #5
Curve# 5
PI Sta- 203+03.21
N- 1490565.4112
E- 2268363.2567
DELTA- 29°59'10.8" (RT)
D- 14°19'26.20"
T- 107.13
L- 209.34
R- 400.00
E- 14.10
EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
MOP: 750 PSIG
CP: WINDWARD PWMT RECTIFIER
LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
MATCH LINE STA. 202+50.00
DRAWING No. 24-0002
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
MILTON
EST 2006
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
DRAWING No.
24-0010


LEGEND
EXISTING THREE PHASE OVERHEAD
PROPOSED OVERHEAD THREEPHASE
EXISTING POLE WITH GUY
PROPOSED POLE WITH GUY
EXISTING UNDERGROUND POWER
EXISTING UNDERGROUND POWER TO BE ABANDONED
EXISTING THREE PHASE OVERHEAD TO BE RETIRED
PROPOSED UNDERGROUND POWER
UTILITY PLANS
WORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND
24-0011
MILTON
POND
SCALE IN FEET
WILTON REAL ESTATE HOLDINGS LLC
THIRTEEN FIVE SIXTY WORRIS ROAD OFFICE INVESTORS LLC
LIMITS OF CONSTRUCTION DEERFIELD AVE
MATCH LINE STA. 301+50.00
DRAWING No. 24-0002
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR OF SLOPES & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE EXIT TABLE)

MILTON
ESTABLISHED 2006

STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DocuSigned by:
4D62B6BB0E9A487...
DATE: Submitted on August 26, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Approval of a Construction Services Agreement between the City of Milton and Wilson Construction Management, LLC. for Construction Services Related to the Morris Road Widening Project.

PROJECT DESCRIPTION

The Contractor will be providing construction services related to road construction, utility relocation and stormwater installation for the Morris Road widening project. This project will provide better connectivity between the new McGinnis Ferry/GA 400 interchange and the Deerfield District.

PROCUREMENT SUMMARY

Purchasing method used: Bid Award-ITB (Over $50,000)
Account Number: 335-4101-541400010
Requisition Total: $6,852,884.10

REVIEW & APPROVALS

DocuSigned by:
45755D597160487...
Financial Review: Karen Ellis, Finance Director – August 28, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 13, 2024
Concurrent Review: Steven Krokoff, City Manager
DocuSigned by:
9E6DD808EBB74CF...
Attachments: Construction Services Agreement

CITY OF MILTON GEORGIA

CHANGE ORDER #1 TO THE CONSTRUCTION SERVICES AGREEMENT
Bethany Bend Traffic and Pedestrian Improvements

WHEREAS, the **CITY OF MILTON, GEORGIA** ("City") and **Wilson Construction Management LLC,** ("Contractor"), entered into that certain Construction Services Agreement dated February 21, 2024, which is incorporated herein by this reference (the "Agreement"); and

WHEREAS, the City has requested for the Contractor to provide additional construction services described in the Scope of Work. This work includes rock facing a concrete wall, adding additional traffic flow devices to assist with the traffic flow entering the roundabout, and the partial removal of the stamped colored concrete center island for additional landscape improvements; and

WHEREAS, the terms of this Change Order #1 shall be incorporated into the Agreement by the references herein.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Exhibit C, Scope of Work, of the Agreement is hereby amended by inserting the additional services and products thereto as set forth in Exhibit "A" attached hereto. The addition of these services equals a total cost of $62,003.03 being added to the contract making the final Maximum Contract price of $1,165,547.03.

2. Section 4 (A) of the Agreement is hereby amended by changing and extending the Expected Date of Final Completion from "September 30, 2024" to "December 31, 2024."

3. Section 5 (A) of the Agreement is hereby amended by replacing the text from "The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION, ONE HUNDRED THREE THOUSAND, FIVE HUNDRED FORTY-FOUR AND 00/100 DOLLARS ($1,103,544.00)**" to "The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION, ONE HUNDRED SIXTY-FIVE THOUSAND, FIVE HUNDRED FORTY-SEVEN AND 03/100 DOLLARS ($1,165,547.03)**"

4. Except as amended hereunder, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Change Order #1 to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CONTRACTOR: Wilson Construction Management, LLC.

By: _____

Print Name: DANIEL MILLER

Its: Member/Manager

Date: 9/10/24

Attest/Witness:

_____

Print Name: SERAPHINA HSU

Its: CONTROLLER
(Assistant)

CITY: CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor Date

Attest:

_____

Print Name: Tammy Lowit
Its: City Clerk

(CITY SEAL)

Approved as to form:

Signed by:
Jennifer McCall 9/11/2024
8433E81E7AE148A...
City Attorney Date

EXHIBIT "A"

Wilson Construction Management

September 5, 2024

Matthew Fallstrom
Capital Projects Manager

To complete the requested work, it is essential to identify and finalize the necessary change order. Additionally, we will require a time extension until 12/30/2024 to accommodate these changes and ensure the project is completed to the highest standards.

Thank you for your understanding and cooperation.

Bethany Bend Change Order

	Pay Item #	Item Description	Unit	Qty.	FINAL BID PRICE	TOTAL BID PRICE
	1	DEMO ISLAND	LS	1	$11,369.73	$11,369.73
	2	TRAFFIC CONTROL	LS	1	$7,131.75	$7,131.75
	3	GRADING COMPLETE	LS	1	$9,414.00	$9,414.00
	4	CONCRETE HEADER CURB, 10 IN, TP 4	LS	1	$4,451.10	$4,451.10
	5	TOPSOIL	LS	1	$697.50	$697.50
	6	WATER METER IRRIGATION	EA	1	$5,642.00	$5,642.00
	7	STONE FACE/CAP WALL #2	LS	1	$7,603.50	$7,603.50
	8	STRIPING	LS	1	$7,207.50	$7,207.50
	9	CERAMIC DOMES	LS	1	$8,485.95	$8,485.95
						$62,003.03

With regards,

Daniel Miller

Daniel Miller
Vice President
Wilson Construction Management
770-596-8778

6365 McDonough Dr Norcross, GA 30093
770-596-8778 / Dmiller@wilsoncm.com

CITY OF MILTON GEORGIA

FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on September 5, 2024 for the September 16, 2024 Regular City Council Meeting

DocuSigned by: 4D62B6BB0E9A487...

AGENDA ITEM: Approval of a Professional Services Agreement between the City of Milton and MXI Environmental Services, LLC, for a 2024 Household Hazardous Waste Collection Event.

DEPARTMENT RECOMMENDATION

Staff recommends approval.

BACKGROUND

The Consultant will be providing professional services to collect, handle, pack, lawfully transport, recycle, reuse, treat, and/or dispose of household hazardous waste (HHW) material. This is for the City's annual collection event, typically held in the fall.

This agreement includes all materials, labor, and equipment to complete this work. Staff is recommending approval of this professional services agreement.

FINANCIAL IMPACT

PROCUREMENT SUMMARY

Purchasing method used: 3 Written Quotes ($5,000-$49,999)
Account Number: 100-4101-521200001
Requisition Total: $30,000.00
Vendor: MXI Environmental Services, LLC

REVIEW & APPROVALS

DocuSigned by: 45755D597160487...

Financial Review: Karen Ellis, Finance Director – September 5, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 29, 2024
Concurrent Review: Steven Krokoff, City Manager
Attachment(s): Professional Services Agreement

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

PROFESSIONAL SERVICES AGREEMENT
Household Hazardous Waste Collection Event (HHW)

This Professional Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA** (hereinafter referred to as the "City"), a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, and having its principal place of business at 2006 Heritage Walk, Milton GA 30004, and **MXI ENVIRONMENTAL SERVICES, LLC,** a New Jersey limited liability company ("the Consultant"), having its principal place of business at 297 Zimmerman Lane, Langhorne, PA 19047.

WITNESSETH THAT:

WHEREAS, the City desires to employ a Consultant to perform the services described herein (the "Work"); and

WHEREAS, Consultant has familiarized itself with the Contract Documents (as defined below), the Work, and with all local conditions and applicable federal, state and local laws, ordinances, rules and regulations.

NOW THEREFORE, the City and Consultant, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. **Contract Documents**: This Agreement and the following named Exhibits, attached hereto and incorporated herein by reference, constitute the "Contract Documents":

EXHIBIT A CITY SOLICITATION DOCUMENTS
EXHIBIT B CONSULTANT RESPONSE/PROPOSAL
EXHIBIT C CONTRACTOR AFFIDAVIT AND AGREEMENT
EXHIBIT D SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

To the extent that there may be any conflict among the Contract Documents, the provision operating most to the benefit of the City shall govern.

Section 2. **The Work**: Consultant shall provide all Work described in the Work Description attached hereto as Exhibit "A". Unless otherwise stated in the Contract Documents, the Work shall include Consultant's provision of materials, labor, expenses, and any other cost or item necessary to complete the Work, which is generally described as "Household paint and chemicals collections event (commonly referred to as a household hazardous waste collection event) at a site to be determined located in the City of Milton." Consultant shall hold one household hazardous waste collection event on a date to be arranged with the City, but in any event prior to October 1, 2024.

Section 3. **Contract Time**:

A. Time for Performance by Consultant: Consultant understands that time is of the essence of this Agreement and warrants that it will perform the Work in a prompt manner, which shall not impose delays on the progress of the Work. Consultant shall provide the Work in accordance with the schedule of events set forth in Exhibit "A".

B. Term: The Term of this Agreement will begin on the Effective Date and end on October 1, 2024 provided that certain obligations will survive termination/expiration of this Agreement, including the Consultant's indemnification obligations.

C. Termination for Breach and Convenience: Either party may terminate this Agreement for breach after providing notice of breach and allowing the other party fifteen (15) days' time to cure. In addition, the City may terminate this agreement at any point during the Term for convenience, after giving thirty (30) days' notice to Consultant. Provided that no damages are due to City for Consultant's breach of this Agreement, upon termination City shall pay Consultant for Work performed to date in accordance with Section 5 herein.

Section 4. **Work Changes**: Any changes to the Work requiring an increase in the Maximum Contract Price, as defined below, shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 5. **Compensation and Method of Payment**: City agrees to pay Consultant for the services performed and costs incurred by Consultant upon the City's certification that the services were actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for services performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon the City's receipt and approval of an invoice, submitted upon completion of the Work, setting forth in detail the services performed and costs incurred. Invoices shall reflect charges incurred versus charges budgeted. The total amount paid under this Agreement for the Work shall not exceed $30,000.00 (the "Maximum Contract Price"), except as may be modified pursuant to Section 4 above. The compensation for Work performed shall be based upon the unit prices set forth in Exhibit "A." Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's industry, Consultant will give written notice thereof immediately to the City.

Section 6. **Covenants of Consultant**

A. Assignment of Agreement: Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City.

B. Responsibility of Consultant and Indemnification of City: Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant 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. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, 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 Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder Consultant shall not be required to indemnify the City or its officers, boards, commissions, elected or appointed officials, employees or agents against liability or claims for damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the City or its officers, boards, commissions, elected or appointed officials, employees or agents. This 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. 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.

C. Independent Consultant: Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent Consultant, not as agent or employee of City. Inasmuch as City and Consultant are parties independent of one another, 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 by both parties. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee to do so, unless specifically authorized, in advance and in writing, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

D. Authority to Contract: The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind the Consultant to the terms of this Agreement, if applicable.

E Insurance:

(1) Requirements:

The Consultant 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 the Consultant, its agents, representatives, employees or sub-consultants. All policies shall be subject to approval by the City Attorney 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:

The Consultant shall maintain limits no less than:

(a) Commercial General Liability of $1,000,000 combined single limit per occurrence with comprehensive coverage including but not limited to coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 per occurrence or disease.

(e) Pollution and Remediation of $5,000,000 million per condition for owned disposal sites and $1,000,000 per condition at non-owned disposal sites.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City in writing so that City may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Pollution and Remediation, and Automobile Liability Coverage.

(i) Additional Insured Requirement. City and City’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, 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 Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance

maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) 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) The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from Work performed by the Consultant for the City.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(iii) Policies shall include an endorsement incorporating the Indemnification obligations assumed by the Consultant under the terms of this Agreement.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

The Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by the Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Sub-consultants:

The Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

The Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) Consultant's Duty to Provide Notice of Reduction in Coverage:

Consultant shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Consultant shall require the same notice to the City in all subcontractor contracts.

F. Licenses, Certifications and Permits; Standard of Care: Consultant covenants and declares that it has obtained and will maintain all diplomas, certificates, licenses, permits or the like required by any national, state, regional, city, and local boards, agencies, commissions, committees or other regulatory bodies to perform the Work. Consultant shall comply with applicable legal requirements and meet the standard of care and quality ordinarily expected of its industry. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

G. Acknowledgment of Restriction on Gratuities: The Consultant and the 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. The Consultant and the 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-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

H. Ownership of Work: All reports, drawings, specifications, and other items prepared or in the process of being prepared for the Work by Consultant ("materials") shall be the property of the City and the City shall be entitled to full access and copies of all materials. All copyrightable subject matter in all materials is hereby assigned to the City and Consultant agrees to execute any additional documents necessary to evidence such assignment. This provision shall prevail over contrary language in any exhibit attached hereto.

I. Consultant's Representative: _Ronald Potter, Managing Member_ shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

J. Notice: All notices, 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 addresses given below, unless a substitute address shall first be furnished to the other party by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

MXI Environmental Services, LLC
297 Zimmerman Ln 26319 Old Trail Road
Langhorne, PA 19047 Abingdon VA 24210

K. Confidentiality: Consultant acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its sub-consultants, agents and/or staff to likewise protect such confidential information.

L. Meetings: Consultant shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to City.

Section 7. Miscellaneous

A. Governing Law. This Agreement shall be governed by the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, and the Consultant submits to the jurisdiction and venue of such court.

B. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect

to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. Neither party has relied on any representation, promise, nor inducement not contained herein. 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 this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

D. No Personal Liability. No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, the Consultant's performance of services under this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal liability. The parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against the Consultant or the City, respectively, and not against any employee, officer, director, or elected or appointed official.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

E. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

F. E-Verify Affidavits. It is the policy of the City of Milton that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services unless:

(1) the Consultant shall provide evidence on City-provided forms, attached hereto as Exhibits "C" and "D" (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 the Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed, **or**

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to City or provided the City with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, the Consultant 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 Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant 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 "D", which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, the Consultant agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

Where the Consultant 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 the Consultant's and the Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and the Consultant'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 the Consultant 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 Consultant or subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Consultant and the Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or its 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. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and the Consultant shall be liable for all damages and delays occasioned by the City thereby.

The Consultant agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.

__x__ 100 or more employees.

____ Fewer than 100 employees.

The Consultant hereby agrees that, in the event the Consultant 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, the Consultant 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.

G. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its

assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section G in every subcontract for services contemplated under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

CONSULTANT: MXI Environmental Services, LLC

Ronald Potter
Signature

Ronald Potter
Print Name

Managing Member
Title (Member or Manager for LLC)

Attest/Witness:

Signature: Peggy Snead
Print Name: Peggy Snead
Title: Government Sales Manager

CITY OF MILTON, GEORGIA

Steven Krokoff, City Manager

RATIFIED BY COUNCIL

Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Tammy Lowit, City Clerk

Approved as to form:

Signed by:
Jennifer McCall 9/9/2024
8433E81F7AF148A...
City Attorney Date

EXHIBIT “A”

CITY OF MILTON GEORGIA

August 15, 2024

Request for Quote
City of Milton Household Hazardous Waste Collection Event
September 2024

The City of Milton intends to offer a household hazardous waste collection event for Milton residents this September 2024. The City of Milton requests qualified individuals and firms with experience in household hazardous waste events to submit a cost proposal for a household chemicals collection event (commonly referred to as a household hazardous waste collection event) located in the City of Milton. It should include services to collect, handle, pack, lawfully transport, recycle, reuse, treat, and/or dispose (at a permitted disposal facility) household hazardous waste (HHW) material for the City of Milton, Georgia.

The budget for this event, including mobilization, is $30,000.00.

The City of Milton will manage event registration and advertising. Participation is expected to be approximately 250 vehicles/households/registrations. The event will be held on a Saturday for four hours in a park or school location within the City of Milton.

Preference will be given to vendors available on Saturday, September 7th, 2024, rain or shine. The event must occur on or before September 30, 2024.

A full proposal and quote should be submitted no later than noon (EDT) on Monday, August 26, 2024. Proposals, quotes, and inquires should be submitted to Environmental Program Manager, Emily Groth, at emily.groth@miltonga.gov.

The proposal should include:

1. A brief description of the vendor and its experience in the collection, handling, transport, and disposal of the proposed materials.
2. A brief narrative of the process and procedures when handling the materials on-site and how items will be inventoried and manifested.
3. Documentation of the vendor's down-stream disposal, recycling, reuse, and/or treatment facilities to be utilized.
4. Certificate of insurance and w9 form
5. A completed Cost Proposal Form

I. General

Household Hazardous Waste (HHW)

Defined as hazardous by 40 CFR part 261 and regulated as hazardous waste by the United States Environmental Protection Agency (EPS) under Subtitle D to the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C.SS 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act, 16, U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste, materials or substances which impose special handling or disposal requirements similar to those required by Subtitle C of RCRA; or,

A substance that is either found on one of several lists of hazardous wastes in the federal regulations or exhibits one of the four following hazardous waste characteristics: corrosivity (damaging to living tissue); ignitable (catches fire under certain conditions); toxic (causing injury or death if eaten or swallowed); or reactive (capable of causing an explosion).

City of Milton desires to offer a program for the collection, packaging, lawful transportation, recycling, reuse, treatment, and/or disposal (at a permitted facility) of household hazardous waste (HHW) materials as defined herein from residents throughout the City of Milton. It is believed that the disposal of HHW in municipal solids waste (MSW) landfills, sewers, septic systems, groundwater, or other environmentally inappropriate sites poses a potential threat to public health and safety.

The purpose of the HHW collection program is three-fold:

1. To increase the public's awareness as to what constitutes HHW and potential dangers with improper disposal of these wastes,
2. To educate the public on recycling, reusing, treating, and/or disposing (at a permitted facility) HHW, and
3. To provide for the safe collection, handling, packing, lawful transportation, recycling, reuse, treatment, and/or disposal (at a permitted facility) of as much HHW as may be collected at the time of the event based on budget and participation.

The collection site (to be determined) will provide controlled access to the general public and will provide sufficiently paved area for staging vehicles bringing the material and for having multiple moving lines to an area where the material can be removed for analysis, inventory, and appropriate handling by the vendor.

II. Scope of Work

1. The vendor shall manage all HHW delivered to the site by the general public. This includes providing an appropriate number of qualified chemists, technicians and appropriate staff to lawfully receive, identify, sort, package, label, load and transport waste received, as well as, enough general labor to expedite receiving materials during the event. Other events suggest that a staff capable of unloading two (2) vehicles at a time (at a minimum) is needed as participants should remain in their vehicles. Responsibilities shall include, without limitation, the unloading of HHW from the general public's vehicles, identifying the materials delivered, inventorying each item, packaging the material for safe transportation and storage, manifesting the HHW and loading the material onto vendor's vehicles for ultimate processing through recycling, reuse, treatment, and/ or disposal at a RCRA approved disposal facility.

2. The vendor shall be the "generator" of the HHW from the standpoint of the United States Environmental Protection Agency (EPA) and the Georgia Department of Natural Resources Environmental Protection Division (GA-EPD). The vendor shall comply with all municipal, state, and federal regulations and laws, ordinances, rules and regulations. The vendor shall obtain, at his own expense, all permits, and licenses required by federal, state, or local law or ordinance, rule or regulation and maintain same in full force and effect. Waste acceptance, ownership and responsibility for necessary handling, packing, lawful transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the collection site shall pass to the vendor from the party delivering the acceptable waste at the time that party delivers to the collection event.

3. Vendor must offer for each material accepted (when applicable):

   - First- Recycle
   - Second- Fuel blend or reuse
   - Third- Treatment
   - Fourth- RCRA incineration
   - Last Option- Land disposal

4. The vendor shall be responsible for all site operations from the point where the general public vehicles containing the HHW move to the unloading area until the general public vehicles leave the unloading area. Upon arrival at the collection point the vendor personnel, upon permission, shall open the doors of the vehicle and remove the HHW.

5. The vendor shall have sufficient personnel to promptly handle at least two (2) vehicles at one time, leaving any non-acceptable materials in each vehicle and taking the acceptable materials to an area established for positive identification.

6. The HHW vendor will monitor the intake of materials and estimate the volume and costs during the event to ensure compliance with the budget.

7. At the end of the collection event, the vendor shall provide to the City estimated total weight for all HHW collected from residents/households.

8. The vendor shall load all collected material into trucks, clean-up and stow all equipment at the end of the collection event. The vendor shall ensure that nothing is left behind from the collection effort and shall ensure that the site is in as good or better condition in all respects than it was prior to set-up and preparation for the collection event.

9. The vendor shall provide all equipment, staff, and materials necessary for the efficient collection and handling of all acceptable wastes received and shall at all times operate the collection site and its facilities in accordance with Applicable Law.

10. The vendor shall be responsible for lawful transportation, recycling, beneficial reuse, fuel blend, treatment, storage and/or disposal of all wastes received at the collection site and must follow all local, district, state, and federal regulations with regard to all disposal methods.

11. The vendor shall provide written documentation (i.e., recycling certificate or other tracking documentation) of the ultimate reuse, recycling, treatment, and/or permitted approved disposal facilities, for HHW collected at the collection event. The vendor shall also verify that all hazardous substances collected are disposed in a manner that constitutes strict adherence with EPA regulations.

III. City of Milton Furnished Property/Services

City of Milton will furnish traffic control barriers and additional personnel at the collection site to assist with the event. Before a vehicle reaches the unloading area, volunteers provided by the City, will check residency requirements and direct the resident to the proper unloading area. Organization and monitoring of volunteer personnel will be the responsibility of the City of Milton. The City of Milton will provide signage to direct traffic to the site, site location, and scheduling. Residents will pre-register for the collection to ensure residency.

IV. Cost Proposal Form

Item	Waste Description	**Primary Method of Disposal	Estimated Quantity in Pounds	***Price/ Pound	$ Total Price
1	Base: Oil based paint, stains, thinners and paint strippers, solvents and varnishes, wood preservatives		9,200		
1a	Aerosol/spray paint		500		
2	Latex and water-based paints****		6,000		
3	Mercury: Mercury salts and elemental mercury thermometers, thermostats, and other mercury containing items		50		
3a	Fluorescent bulbs and ballasts		200		
4	Lawn care products: Poisons, insecticides, weed killer and pesticides, Aerosol/spray pesticides		2,000		
5	Automotive Products: Engine Degreaser, Brake Fluid, Transmission Fluid, etc.		200		
6	Cleaners, Corrosives, Spot Removers, Acids and Bases		600		
6a	Oxidizers		200		
7	Flammables: Lighter Fluid and Waste Fuels (As Kerosene, Gasoline, Diesel, etc.) Flammable solids		500		
8	Batteries: Household and Rechargeable		150		
9	Propane (Camp Size)				
10	Fire Extinguishers				
11	Mobilization charges, including all labor, equipment, supplies, insurance and/or additional charges.				$
	Total Price				$

Attach appropriate supporting documentation
**Primary method of disposal (i.e. recycle, reuse/fuel blend, incineration, landfill
***Collection, handling, transportation, and disposal. Actual price will be actual quantities times "Price per pound"
****See item V. Paint Collection

Date: _____

_____
Company

_____
Name and Title of Person authorized to sign

_____
Signature

V. Paint Collection****

The City of Milton typically partners with a local school group who hosts fundraisers for paint collection utilizing Atlanta Paint Disposal. In 2023, the City's HHW event *did not* accept paint – instead, the school group operated their fundraiser at the same time and location, and collected all paints and paint materials.

In the event that this is possible again this year (on September 7th), please consider pricing *without* the collection of paint (latex or oils).

Please provide pricing for both scenarios:

1. The City of Milton's HHW event *includes* paint collection

2. The City of Milton's HHW *does not include* the collection of paints

---

Thank you for your time, consideration, and prompt response. Please let me know if you have any questions.

Sincerely,



Emily Groth

Environmental Program Manager
2006 Heritage Walk | Milton, GA 30004
678-242-2543
emily.groth@miltonga.gov

EXHIBIT “B”

EXHIBIT "B"
CONSULTANT RESPONSE/PROPOSAL

Emily Groth

From: Peggy Snead <peggys@mxiinc.com>
Sent: Thursday, August 22, 2024 1:20 PM
To: Emily Groth
Subject: Response- Request for Quote Household Hazardous Waste Collection Event September 2024
Attachments: City of Milton GA RFQ Household Hazaardous Waste Collection Event September 2024 Cover letter .docx; Corporate History - Copy.docx; Maximizing Recycling.docx; City of Milton GA RFQ Household Hazardous Waste Collection Event September 2024 Introduction Executive Summary.doc; City of Milton GA RFQ Household Hazardous Waste Collection Event Cost Proposal Form.pdf; Statement of Qualifications.pdf; Permits and Licenses.pdf; Previous Experience.pdf; Key Personnel.pdf; Guidelines To Conduct HHW Events.pdf; Compliance History.docx

Caution: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Emily

Please find attached response for Request For Quote Household Hazardous Waste Collection Event September 7, 2024.

Please acknowledge receipt.

Thank you

Peggy Snead
Government Sales Manager
Office 276-628-6636 ext. 203
Mobile: 276-698-8462

www.mxiinc.com
#MXIEnvironmental

Response To: City of Milton Georgia Request For Quote Household Hazardous Waste Collection Event September 2024

Date: August 22, 2024

City of Milton Georgia
Emily Groth
2006 Heritage Walk
Milton GA 30004

MXI Environmental Services LLC (MXI) is pleased to respond to City of Milton Georgia Request For Quote Household Hazardous Waste Collection Event September 2024.

MXI can execute the specific contractual requirements outlined in this RFQ. MXI is uniquely qualified to assist the City of Milton GA.

MXI has:

- Managed over 6250 HHW waste events over the last 23 years
- Processed over 152 million pounds of Household Hazardous Waste
- Permitted nationally to provide hazardous and non-hazardous waste transportation services with a fleet of over 80 company trucks
- Operates a Materials Recovery Facility (MRF) in Abingdon, VA, where we process and recycle all of our HHW
- A network of service centers in Abingdon, VA, Sumter, SC, Langhorne, PA
- Recycled 4 million gallons of latex paint

Together MXI and the City of Milton GA can achieve the goals set forth for City of Milton Georgia Request For Quote. MXI is committed to exceeding the expectations stated in the RFQ.

Attached is our Introduction and Program Goal that outlines our specific response to the RFQ Household Hazardous Waste event requirements. We welcome the opportunity to provide this valuable service for your community.

Thank you for the opportunity.

Sincerely,

Ronald Potter
Managing Member

MXI CORPORATE HISTORY

26319 O
Abingdon VA, 24210
276-628-6636

Since its inception in 1960 by C.G. Potter as a drayage company, Maumee Express, Inc. (MXI) has evolved into a cornerstone of waste management and environmental solutions. Under the leadership of Ronald Potter, who assumed ownership in 1987, MXI has thrived, pioneering advancements in the industry.

Ron Potter's foresight led MXI into the waste management arena, obtaining crucial permits such as the A901 in New Jersey, enabling the transportation of hazardous, universal, and solid waste materials. This marked the beginning of MXI's transformation into a national leader in regulated waste hauling, with service centers strategically located in Abingdon, VA, Sumter, SC, and Langhorne, PA.

Recognizing the growing demand for environmental solutions, MXI expanded its services in the 1990s, establishing MXI Environmental Services, LLC. This division addressed the needs of industrial and commercial clients, providing comprehensive environmental project assistance.

Continual growth and diversification drove MXI to establish its Materials Recovery Facility (MRF) in Abingdon, VA, in 2001. This facility, equipped with state-of-the-art technology, enabled MXI to undertake a wide range of activities, including recycling ethanol-based products, fuel blending, aerosol recovery, and latex paint recycling.

MXI's commitment to sustainability is evident in its operational ethos. The company employs various technologies to process waste materials, prioritizing reuse and recycling whenever feasible. In instances where recycling is not viable, MXI employs methods such as fuels blending, incineration, solidification, and landfill, always adhering to rigorous environmental standards.

The company's dedication to excellence is showcased through its handling of Household Hazardous Waste (HHW) contracts, managing over 6200 jobs for municipal and state clients since 2000. With a highly skilled team of Project Managers, Chemists, and Waste Management Technicians, MXI ensures seamless execution of large-scale events.

MXI's commitment to innovation is demonstrated through milestones such as securing a GSA Contract in 2011 and launching the Latex Paint Recycling program in 2013, establishing itself as a leading provider in this niche.

Looking ahead, MXI remains focused on continual improvement, aiming to provide customers with top-tier transportation and waste processing capabilities. With significant expansions in both trucking and environmental services divisions, MXI is positioned as the premier HHW service provider nationally.

MXI's vision extends beyond mere business success; it is committed to environmental stewardship, striving to leave a positive legacy for future generations. By leveraging cutting-edge technology and unwavering dedication, MXI endeavors to make the world a cleaner, safer place for all.

MXI Material Recovery Facility
MAXIMIZING RECYCLING

26319 Ol
Abingdon VA, 24210
276-628-6636

MXI operates its Materials Recovery Facility (MRF) in Abingdon, VA, serving as a primary processing site for Household Hazardous Waste (HHW). Authorized by the VADEQ, MXI's MRF handles HHW materials under the Solid Waste category, adhering to the HHW exemption in The Resource Conservation and Recovery Act according to 40 CFR §261.4(b)(1). The company's personnel manage material collection at events, transportation via company-owned trucks, and processing at the MRF, where waste streams are treated and consolidated for disposal at approved facilities.

MXI emphasizes resource recovery and recycling, starting with its Latex Paint Recycling Program, which addresses the significant HHW stream of latex paint. Traditionally destined for landfill, MXI's state-of-the-art plant recycles latex paint, which is endorsed by the American Coating Association's PaintCare program. Since the latex recycling inception, MXI has recycled approximately 4,000,000 gallons of latex paint.

Moreover, MXI focuses on recycling hydrocarbon-based wastes, diverting materials like lube oil, transmission fluid, and others into the used oil recycling network. MXI also recycles nonhazardous HHW materials such as antifreeze, batteries, and light bulbs, partnering with high-standard recyclers. Additionally, MXI's reuse program salvages materials that are otherwise non-recyclable, and certain acids and bases are repurposed for pH adjustment or water treatment.

The company's recycling efforts extend to various materials like metals (Steel, Brass, Copper, Aluminum), pallets, cardboard, and selected plastics, promoting a circular economy and reducing landfill reliance. For hazardous materials like flammables and pesticides, MXI bulk ships to approved treatment facilities, employing responsible disposal methods when recycling or reuse isn't feasible.

MXI continuously enhances its facility and processes to prioritize safety, efficiency, and waste reduction. The MRF's Statement of Qualification details its background and the disposal facilities used for each waste class. Legal and compliance history for the MRF can be found in the "Compliance History" section. For further details, visit www.mxiinc.com or contact (276) 628-6636.

Date: August 22, 2024

INTRODUCTION/EXECUTIVE SUMMARY

MXI Environmental Services LLC (MXI) is pleased to provide our response to City of Milton Georgia Request For Quote Household Hazardous Waste Collection Event September 7, 2024.

MXI will execute the specific performance and contractual requirements outlined in your RFQ. It is our hope that The City of Milton GA and MXI can work together to advance your HHW program's goals.

Program Goal

1. Provide a safe and moderately convenient disposal service to area residents
2. Increase participation in HHW collections
3. Provide more focused and targeted long-term publicity about the safe use and handling of hazardous household products and their associated waste
4. Provide cost-effective reuse and recycling of HHW
5. Promote source reduction of HHW

MXI's Responsibilities

MXI is capable of providing comprehensive HHW collection, processing, transportation, and management of recycling and disposal of the HHW generated by The City of Milton GA citizens having 23 years' experience managing programs on the size and scope of those outlined in the quote request issued by The City of Milton Georgia.

Choose Your Future

MXI fully endorses the hierarchy for processing of HHW:

1. Recovery/recycling without treatment/processing
2. Recovery/recycling with treatment/processing
3. Disposal with treatment/processing
4. Disposal without treatment/processing

MXI ENVIRONMENTAL SERVICES, LLC

APPLICANT PROFILE

Applicant Information

MXI Environmental Services LLC
26319 Old Trail Road
Abingdon VA 24210
276 628 6636
www.mxiinc.com
Fed Id 22-3747787

Maumee Express, Inc.
297 Zimmerman Lane
Langhorne PA 19047
267 590 0043
www.mxiinc.com
Fed Id 22-1726110

Contact Information

John Twiddy
Business Development Manager
W – 276 628 6636 x 202
F – 276 623 0599
C – 276 608 0003
johnt@mxiinc.com

Bid Document Contact

Peggy Snead
Government Sales Manager
W – 276 628 6636 x203
F - 276 623 0599
C - 276 698 8462
peggys@mxiinc.com

Business Background

MXI (Maumee Express, Inc. and MXI Environmental Services LLC) has provided top-tier environmental services for over 23 years. Maumee Express, Inc. has served a nationwide clientele with hazardous and non-hazardous waste transportation and disposal from our network of service centers in Abingdon, VA, Sumter, SC, and Langhorne, PA. MXI Environmental Services LLC has conducted HHW collections for 23 years. Last year MXI processed over 17 million pounds of Household Hazardous Waste (HHW), and has conducted over 6250 HHW events, and managed a number of Permanent Collection Sites. Our events ranged in size from as small as 20 participants to events of over 3000 participants. MXI also operates an HHW Materials Recovery Facility (MRF) at our Abingdon, VA location. This facility is designed to maximize recycling opportunities from the HHW that we process. Additional information on MXI's background is attached as MXI Corporate History. Detailed information on our Approach, The MRF, Our Qualifications and Permits, Licenses, Compliance, and processes please see the attached tabs in our response to this RFQ.

MXI is registered to do business in Virginia. Maumee Express Inc. was formed in 1961 and MXI Environmental Services LLC was formed in 2000. Maumee was

formed to provide transportation services and MXI was formed to provide environmental services with a focus on HHW.

PROJECT UNDERSTANDING

Approach

MXI has applied the latest methodologies in our approach to HHW collection and processing, seeking to reduce waste and maximize recycling and reuse of materials. The result is reduced waste volumes with the associated pollution and no additional onsite or regulatory headaches for our HHW clients. MXI sets the standard for protecting the environment. MXI's Material Recovery Facility (MRF) has implemented the most comprehensive resource recovery and recycling program available today. Our approach starts with our program to recycle latex paint. Latex paint is the most widely collected HHW stream. Most waste latex paint is solidified and landfilled as waste. MXI has built a state- of- the art plant to recycle latex paint. MXI's latex paint process is approved by the American Coating Association's PaintCare product stewardship initiative. Please see www.paintcare.org for more information on PaintCare. Last year MXI recycled 900,000 gallons of latex paints.

MXI also maximizes the recycling of hydrocarbon-based wastes that can go into the used oil recycling network. Aside from standard used motor oil, these materials include lube oil, fuel oil, transmission fluid, kerosene, mineral spirits, hydraulic oil, gear oil, lamp fuel, and others. This process keeps these materials out of the landfill and hazardous fuels streams.

MXI has programs to recycle a broad range of HHW materials, including antifreeze, glycol, rechargeable batteries, 1# and 20# propane and butane cylinders, and light bulbs containing mercury. MXI works only with recyclers that operate at the highest standards. MXI would also separate lime and fertilizers from registered pesticides and have a program for reuse with ranchers in the vicinity of our Abingdon MRF.

MXI also has a recycling program for spent shipping containers in place. Materials recycled include metals like Steel, Brass, Copper, and Aluminum. Pallets, cardboard, and some plastics are also recycled from the waste stream.

Unfortunately, many materials are not recyclable or suitable for reusable. In those instances, MXI utilizes proven, safe, and responsible disposal processes, minimizing the use of landfills. Wastes with thermal value are processed for alternative fuels. Aerosols are processed into their basic constituents in a specialized process. Metal is recycled, gases are captured, and flammable liquids are sent for waste fuels. When fuels are not an option MXI utilizes RCRA incineration by the nation's best-licensed facilities.

MXI has made a commitment to the future through good stewardship. We invite The City of Milton GA to work with us for a better future.

Project Methodology

MXI will be designated as the generator from the standpoint of the US EPA and DEQ.

MXI will coordinate with the host county prior to each collection to review the program, the schedule, site requirements, and set up for the expected number of participants and all operations and coordination necessary to ensure a successful collection effort. MXI will designate a project manager for each collection program that will be directly responsible for all facets of the program.

MXI will provide all equipment and supplies necessary to manage the collection, segregation, handling, packaging, and transportation from the HHW events. Specifically, this will include ground cover, tents, the required PPE for all MXI staff, grounding for bulk flammables, non-sparking tools, and required accommodations. MXI will provide a sufficient number of drums and other approved containers to package the HHW in compliance with State and Federal Rules and Regulations.

MXI will be responsible for the overall operation from the point where the general public vehicles containing HHW move to the unloading area until the vehicles leave the unloading area. The collection site (to be determined) will be available for collection on the date mutually agreed upon between The City of Milton and MXI Environmental Services LLC. MXI will be on-site one hour prior to the event for site setup. MXI will provide sufficient personnel to handle at least 2 vehicles at one time promptly. MXI will remove all materials from the site at the end of the event.

MXI's HHW Program Manager will visit the site prior to the event with the specific county coordinator to develop a site-specific Health & Safety plan. MXI will look for any environmental issues (which will be noted in the site-specific Health & Safety Plan) to make sure that these environmental issues are addressed before the collection. The site will be photographed to help identify all the traffic flow, the collection area(s), the production area, and the material loading zones.

MXI will have at each site a standard set of documentation that allows for recording each shipping unit. The sequence of the material on the loading document corresponds to the sequence of the materials on the Hazardous Waste Manifest. MXI will provide completed manifests at the completion of each assignment. MXI will, in addition to these documents, provide the required hazardous waste labels and placards to properly label all HHW for transportation to the designated recycling and disposal sites. Following the event, MXI will provide a Records of Operations report to the program coordinator.

MXI will utilize our sister company Maumee Express, Inc. to transport all hazardous and non-hazardous waste from each collection site. Maumee Express, Inc. is a fully licensed hazardous and non-hazardous transporter that operates in full compliance with all state and federal regulations. A copy of all pertinent information related to Maumee Express Inc. is attached.

MXI will provide appropriate spill control equipment and supplies to address any situation during the collection events. MXI will remove all materials and equipment from each site and fully police the site.

MXI Will Prepare

MXI will provide all supporting information starting with our Guidelines for Household Hazardous Waste Collections that outline the Spill Prevention and Contingency Plan (SPCP) and a Site-Specific Health and Safety Plan. A copy of the Guideline is attached.

MXI will also provide the required certificate of insurance at that time. A sample copy of the certificate of insurance is attached under the tab section Statement of Qualifications. MXI will attend to the site at all times during the collection day and continuously secure the site along with the waste that is collected throughout the day.

The MXI crew will be responsible for the setup and takedown of the collection site. The site will be restored to its original condition prior to leaving the site. All equipment is to be removed within the same day. The site layout will be discussed prior to the collection event. The work area will be covered with a tarp to prevent spilled waste from contaminating the environment. A site safety meeting will be conducted which will review instruction and site safety procedures including evacuation procedures and designated routes and must be attended by all participants.

The MXI crew will be responsible for segregating of the waste in compliance with the contract requirements, packing, loading, and shipping the HHW. MXI will prepare all required manifests and accompanying documentation for the collection event. Should MXI identify any material that cannot be classified, MXI will notify The City of Milton GA HHW Coordinator of the material and the quantity prior to completing demobilization of the HHW site.

All HHW will be processed in compliance with the MXI permit issued by the Commonwealth of Virginia. MXI will be responsible for managing the hazardous and non-hazardous waste and assuring that the HHW is treated and disposed of in full compliance with federal and VA statutes, regulations, and standards for the management of hazardous waste or of the residual non-hazardous material remaining after the process of the hazardous waste.

At the conclusion of each event, MXI will prepare and deliver to the host community all the documentation of the collected waste handled by MXI.

MXI Approach

MXI has documented our procedure for HHW collection events in the attachment Guidelines for Household Hazardous Waste Collections. This document sets forth in some detail the approach that MXI has developed to conduct collection events. Our guidelines cover all aspects of our personnel and site requirements, the segregation of the activity on site, the equipment, and PPE required in each step, the basic contingency plan, and operating guidelines for each phase. Attached as appendices to the Guidelines is the approach MXI has developed to adjust the physical layout to allow our program to flex from smaller events (200 – 500) cars up to large collections (3000 +). The MXI site layout accommodates all activity from the removal of the HHW from participants' cars, through sortation, bulking, and segregation, and loading of HHW materials. Our approach is fully scalable for events from small to large. The MXI approach as spelled out in the Guideline is then fully integrated with the MRF that MXI operates in Abingdon Virginia.

MXI's Materials Recovery Facility is focused on processing HHW materials. Attached in MXI's Materials Recovery Facility – Maximizing Recycling is a description of the approach utilized at the facility including an outline of the Latex Paint Recycling program that MXI has established. This attachment also outlines the primary end disposal facilities that are utilized for each waste stream. All aspects of the facility's operations are in turn fully documented and can be provided as required. The combination of the collection procedures outlined in the Guideline and the disciplined approach utilized at the MRF allow MXI to provide a focused and cost-effective service for the collection and processing of HHW.

PROPOSED SCOPE OF WORK

Cost Proposal

MXI has attached a schedule that sets forth our cost proposal for this RFQ in the form specified.

STATEMENT OF QUALIFICATION

Qualification

MXI has attached a Statement of Qualification for the Materials Recovery Facility. That Statement outlines the history of the facility and the company, it provides the basic

audit data along with the site, compliance, offsite disposal facilities, current insurance, and a listing of the equipment at the facility.

Previous Experience

MXI has attached a listing of the various type of HHW activities that it has participated in. This is separated by the type of activity and is broken down by State.

Qualification

MXI has in place a training program to assure that all staff has the required levels of training for each specific job that they are assigned to at a collection event. This includes both online training as well as classroom and annual refresher courses. An overview of the positions and the types of training is attached in Key Personnel.

Staffing

MXI will set the staffing levels that are appropriate for each collection event. MXI has a staff of 160 that participate in our HHW collection activity along with our supervisory staff. Staffing is utilized from both offices to satisfy the requirements of our collection events. Each project is under the direction of the Project Manager. Reporting to him/her is the lead person in each functional area. The functional areas are:

Lead - Chemist
Lead - Bulker
Head - Secondary Sort
Head - Primary Sort
Lead – Pack and Ship

Representative Resumes for key staff that would be assigned to this contract is attached.

Flexibility

MXI has considerable flexibility in adjusting the staffing requirement for assignments as we make up our weekly staff assignment. We can move personal between various commitments as we assign staff for each event. Should, during an event, the event proves to be unexpectedly busy, MXI can call out staff that has not been assigned or can pull staff from other jobs taking place in the general area of the problem event.

Permitting

Attached are the current permits held by both Maumee Express, Inc. and MXI Environmental Services LLC.

Compliance History

Attached is the history of compliance for both Maumee Express, Inc. and MXI Environmental Services LLC.

SUBCONTRACTORS

MXI/Maumee

As we have indicated in our proposal, MXI will conduct the events, transport the HHW with its own equipment, process the portion of the material that is allowable, and supervise the selection of the final disposal sites with its own staff. We do not intend to subcontract those activities.

EXCEPTIONS TO CONTRACT

MXI does not request any changes in the proposed contract.

DEFAULTS

MXI has not been in default or noncompliance with any contractual obligations.

IV. Cost Proposal Form

Item	Waste Description	**Primary Method of Disposal	Estimated Quantity in Pounds	***Price Pound	$ Total Price
1	Base. Oil based paint, stains, thinners and paint strippers, solvents and varnishes, wood preservatives	Fuels Blend	9,200	$0.50	$4,600.00
1a	Aerosol/spray paint	Fuels Blend	500	$0.80	$400.00
2	Latex and water-based paints****	Recycle	6,000	$0.30	$1,800.00
3	Mercury: Mercury salts and elemental mercury thermometers, thermostats, and other mercury containing items	Recycle/Retort	50	$20.00	$1,000.00
3a	Fluorescent bulbs and ballasts	Recycle	200	$1.10	$220.00
4	Lawn care products: Poisons insecticides, weed killer and pesticides, Aerosol spray pesticides	Incineration	2,000	$1.25	$2,500.00
5	Automotive Products: Engine Degreaser, Brake Fluid, Transmission Fluid, etc.	Fuels Blend	200	$0.35	$70.00
6	Cleaners, Corrosives, Spot Removers, Acids and Bases	Treatment	600	$1.00	$600.00
6a	Oxidizers	Incineration	200	$3.50	$700.00
7	Flammables: Lighter Fluid and Waste Fuels (As Kerosene, Gasoline, Diesel, etc.) Flammable solids	Fuels Blend	500	$0.22	$110.00
8	Batteries, Household and Rechargeable	Recycle	150	$1.00	$150.00
9	Propane (Camp Size)	Recycle		$1.50	$0.00
10	Fire Extinguishers	Recycle		$1.10	$0.00
11	Mobilization charges, including all labor, equipment, supplies, insurance and or additional charges.				$9,000.00
	Total Price (No Paint)				$14,750.00
	Total Price (With Paint)				$21,150.00

Attach appropriate supporting documentation

**Primary method of disposal (i.e. recycle, reuse fuel blend, incineration, landfill

***Collection, handling, transportation, and disposal. Actual price will be actual quantities times "Price per pound"

****See item V Paint Collection

MXI Environmental Services, LLC

Company

Ronald Poster, Managing Member

Name and Title of Person authorized to sign

Date: 8/22/24

Ronald Potter

Signature

Permits and Licenses

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 10009, Richmond, Virginia 23240
Fax (804) 698-4500 TDD (804) 698-4021
www.deq.state.va.us

Robert G. Burnley
Director

(804) 698-4000
1-800-592-5482

August 30, 2002

Mr. Ronald Potter, President
MXI Environmental Services LLC
26319 Old Trail Road
Abingdon, VA 24210

SUBJECT: MXI Environmental Services LLC, Materials Recovery Facility
Permit-by-Rule #180
Washington County, Virginia

Dear Mr. Potter:

The Department is in receipt of your request dated May 30, 2002 for a Materials Recovery Facility permit – by – rule located in Washington County at 26319 Old Trail Road. The requirements for this application were completed with the receipt of the site certification dated August 21, 2002.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purposes of this letter are to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-80-480.E.2 of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-80-10, et seq.) for permit-by-rule facilities, and to notify you that the amendment of Permit-by-Rule #180 is approved. Please note, however, that in accordance with 9 VAC 20-80-480.E.6, and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of VSWMR Parts VI and VII, if applicable. Should such changes be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

Please note that it is the responsibility of MXI Environmental Services LLC, to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Joseph R. Levine, PE, Environmental Engineer Senior, at (276) 676-4876.

Sincerely,

Karen Jackson Sizemore for

Robert G. Burnley

Attachments

c: DEQ - D. Sizemore, Southwest Regional Office (letter only)
DEQ - L. Stull, Southwest Regional Office
DEQ - E. Paul Farrell, Jr., Waste Permitting (letter only)
DEQ – J. Levine, Waste Permitting
DEQ – P. Kohler, Waste Permitting (letter only)

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 10009, Richmond, Virginia 23240
Fax (804) 698-4500 TDD (804) 698-4021
www.deq.state.va.us

Robert G. Burnley
Director

(804) 698-4000
1-800-592-5482

August 30, 2002

Mr. Ronald Potter, President
MXI Environmental Services LLC
26319 Old Trail Road
Abingdon, VA 24210

SUBJECT: MXI Environmental Services LLC, Materials Recovery Facility
Permit-by-Rule #180
Washington County, Virginia

Dear Mr. Potter:

The Department is in receipt of your request dated May 30, 2002 for a Materials Recovery Facility permit – by – rule located in Washington County at 26319 Old Trail Road. The requirements for this application were completed with the receipt of the site certification dated August 21, 2002.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purposes of this letter are to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-80-480.E.2 of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-80-10, et seq.) for permit-by-rule facilities, and to notify you that the amendment of Permit-by-Rule #180 is approved. Please note, however, that in accordance with 9 VAC 20-80-480.E.6, and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of VSWMR Parts VI and VII, if applicable. Should such changes be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

Please note that it is the responsibility of MXI Environmental Services LLC, to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Joseph R. Levine, PE, Environmental Engineer Senior, at (276) 676-4876.

Sincerely,

Karen Jackson Sizemore for

Robert G. Burnley

Attachments

c: DEQ - D. Sizemore, Southwest Regional Office (letter only)
DEQ - L. Stull, Southwest Regional Office
DEQ - E. Paul Farrell, Jr., Waste Permitting (letter only)
DEQ – J. Levine, Waste Permitting
DEQ – P. Kohler, Waste Permitting (letter only)

RECEIVED 13 DEC 2004

COMMONWEALTH of VIRGINIA

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street Address: 355 Deadmore Street, Abingdon, Virginia 24210
Mailing Address: P.O. Box 1688, Abingdon, Virginia 24212-1688
Fax: (276) 676-4899
www.deq.virginia.gov

Robert G. Burnley
Director

Michael D. Overstreet
Regional Director
(276) 676-4800

December 9, 2004

Mr. Ronald S. Potter
President
MXI Environmental Services, LLC
P.O. Box 262
Somerville, NJ 08876

RE: MXI Environmental Services, LLC, Material Recovery Facility
Permit-by-Rule #180
Permit Amendment
Washington County, Virginia

Dear Mr. Potter:

The Department has received your letter requesting an amendment to the Permit-by-Rule for the Material Recovery Facility located in Washington County. The letter requests a change in the operating plan for the addition of two storage tanks and installation of a low speed shredder. The Materials Recovery Facility is located on approximately 6.5 acres off State Route 879.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purposes of this letter are to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-80-485.A.8 of the *Virginia Solid Waste Management Regulations* (VSWMR, 9 VAC 20-80-10, et seq.) for Permit-by-Rule facilities, and to notify you that the amended Permit-by-Rule #180 is approved. Please note, however, that in accordance with 9 VAC 20-80-485.A.6, and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of VSWMR Parts VI and VII, if applicable. Should such changes be accomplished

by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

Please note that it is the responsibility of MXI Environmental Services, LLC to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Jim Stump, Environmental Engineer Senior, at (276) 676-4856.

Sincerely,

Dallas R. Sizemore
Deputy Regional Director

Attachments

C: Linda Stull, SWRO

14 OCT 2005

COMMONWEALTH of VIRGINIA

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street Address: 355 Deadmore Street, Abingdon, Virginia 24210
Mailing Address: P.O. Box 1688, Abingdon, Virginia 24212-1688
Fax: (276) 676-4899
www.deq.virginia.gov

Robert G. Burnley
Director

Michael D. Overstreet
Regional Director
(276) 676-4800

October 7, 2005

Mr. Ronald S. Potter
President
MXI Environmental Services, LLC
P.O. Box 262
Somerville, NJ 08876

RE: MXI Environmental Services, LLC, Material Recovery Facility
Permit-by-Rule #180
Permit Amendment
Washington County, Virginia

Dear Mr. Potter:

The Department has received your letter requesting an amendment to the Permit-by-Rule for the Material Recovery Facility located in Washington County. The letter requests a change in the operating plan as presented in the new Attachment 9. The amendment also includes a new drawing showing the area assigned to the MRF and a revised closure cost estimate. The Materials Recovery Facility is located on approximately 6.5 acres off State Route 879.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purposes of this letter are to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-80-485.A.8 of the *Virginia Solid Waste Management Regulations* (VSWMR, 9 VAC 20-80-10, et seq.) for Permit-by-Rule facilities, and to notify you that the amended Permit-by-Rule #180 is approved. Please note, however, that in accordance with 9 VAC 20-80-485.A.6, and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with

the standards of VSWMR Parts VI and VII, if applicable. Should such changes be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

Please note that it is the responsibility of MXI Environmental Services, LLC to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Jim Stump, Environmental Engineer Senior, at (276) 676-4856.

Sincerely,

Dallas R. Sizemore
Deputy Regional Director

Attachments

C: Linda Stull, SWRO

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHWEST REGIONAL OFFICE

Preston Bryant
Secretary of Natural Resources

Mailing Address: P.O. Box 1688, Abingdon, Virginia 24212-1688
Street Address: 355 Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800 Fax (276) 676-4899
www.deq.virginia.gov

David K. Paylor
Director

Michael D. Overstreet
Regional Director

June 2, 2006

Mr. Ronald S. Potter
President
MXI Environmental Services, LLC
297 Zimmerman Lane
Langhorne, PA 19047

RE: MXI Environmental Services, LLC, Material Recovery Facility
Permit-by-Rule #180
Permit Amendment
Washington County, Virginia

Dear Mr. Potter.

The Department has received your letter requesting an amendment to the Permit-by-Rule for the Material Recovery Facility located in Washington County. The letter requests a change in the operating plan as presented on page 37, pages 61 and 62 of Attachment 1and page 84 of Attachment 3. The amendment also request an increase in the capacity to 300 ton per week. The Materials Recovery Facility is located on approximately 6.5 acres off State Route 879.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purposes of this letter are to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-80-485.A.8 of the *Virginia Solid Waste Management Regulations* (VSWMR, 9 VAC 20-80-10, et seq.) for Permit-by-Rule facilities, and to notify you that the amended Permit-by-Rule #180 is approved. Please note, however, that in accordance with 9 VAC 20-80-485.A.6, and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with

the standards of VSWMR Parts VI and VII, if applicable. Should such changes be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

Please note that it is the responsibility of MXI Environmental Services, LLC to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Jim Stump, Environmental Engineer Senior, at (276) 676-4856.

Sincerely,

Dallas R. Sizemore

Dallas R. Sizemore
Deputy Regional Director

Attachments

C: Willard Keene, SWRO, letter only
Stacy Bowers, SWRO, letter only
Permit File PBR #180

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHWEST REGIONAL OFFICE
355 Deadmore Street, PO Box 1688, Abingdon, Virginia 24212
Phone (276) 676-4800 Fax (276)676-4899
www.deq.virginia.gov

Doug Domenech
Secretary of Natural Resources

David K. Paylor
Director

Dallas R. Sizemore
Regional Director

July 11, 2011

Mr. Ronald Potter
MXI Environmental Services
26319 Old Trail Road
Abingdon, Virginia 24210

RE: MXI Environmental Services- MRF
Permit-by-Rule #180
Permit Modification
Washington County, Virginia

Dear Mr. Potter:

The Department has received a notice of intent and application to operate a Materials Recovery Facility located at 26319 Old Trail Road, Abingdon, VA.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purpose of this letter is to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-81-410.A.2. for Permit-by-Rule facilities. In accordance with 9 VAC 20-81-410.A.4. this facility is deemed to have permit-by-rule status. The reference number for this facility is Permit-By-Rule Number 180. Please note, however, that in accordance with 9 VAC 20-81-410.A.5., and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of the VSWMR. Should such changes not be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

In addition, with the acknowledgement of this permit the facility is required to comply with the following annual requirements:

1. The facility shall maintain records of self-inspections, facility monitoring, and receipt of unauthorized waste in accordance with 9 VAC 20-81-350.
2. The facility is required to follow the reporting requirements of 9 VAC 20-81-530.C., which includes written notification of any planned physical alterations (C.1) and notification, orally within 24 hours and written within 5 days, of any noncompliance or unusual condition which may endanger health or the environment (such as receipt of hazardous waste, facility fires, etc) (C.3).
3. Submission of the Solid Waste Information and Assessment (SWIA) 50-25 Form in accordance with 9 VAC 20-81-80 by March 31st of each year. This form can be found online at www.deq.virginia.gov/waste/wasteinf.html.
4. The facility is responsible for paying an annual fee to the Department of Environmental Quality by October 1st of each year. The fee amount is determined based upon the facility's annual tonnage as recorded on the SWIA 50-25 Form in accordance with 9 VAC 20-90-130.
5. The facility shall review and certify its Operations Manual is consistent with current facility operations and regulatory requirements annually, by December 31st of each calendar year. These certifications shall be maintained in the facility's operating record.
6. The facility is required to adjust the estimated closure cost amount annually for inflation 60 days prior to the anniversary date of the establishment of the financial mechanism in accordance with 9 VAC 20-70-10, *et seq*.

Please note that it is the responsibility of MXI Environmental Services, Inc. to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Daniel P. Scott, Environmental Engineer Senior, at (276) 676-4866.

Respectfully,

Dallas Sizemore
Regional Director
Southwest Regional Office

Attachments

c: Kathryn Perszyk – DEQ, Solid Waste Permit Coordinator (letter only)
Suzanne Taylor – DEQ, Financial Assurance (letter only)
Daniel Scott, SW Regional Office
File PBR 180

REC'D JUL 18 2016

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
Phone (276) 676-4800 Fax (276) 676-4899
www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

Allen J. Newman, P.E.
Regional Director

July 15, 2016

Mr. Jonathan Linder
MXI Environmental Services
26319 Old Trail Road
Abingdon, Virginia 24210

RE: MXI Environmental Services - MRF
Permit-by-Rule #180
Permit Update
Washington County, Virginia

Dear Mr. Linder:

The Department has received your request to update Permit-by-Rule 180 for the MXI Materials Recovery Facility located at 26319 Old Trail Road, Abingdon, Virginia. The request and associated revised documentation was received July 1, 2016 relating to the proposed update. The update includes a modification to the Site Plan and the MRF Layout to include four (4) static storage trailers with concrete pads and access walkways adjacent to the building and reorganization of the Universal Waste (UW) within the building.

Attached to this letter are two documents that have been modified and must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purpose of this letter is to acknowledge receipt of the revised documentation submitted in accordance with the requirements of 9 VAC 20-81-410.A.6. for Permit-by-Rule modifications. In accordance with 9 VAC 20-81-410.A.4. this facility continues to operate under permit-by-rule status. With this modification, Attachments I and II have been revised and enclosed. Please insert the revised Attachments and submitted documentation into all copies of Permit-by-Rule 180 along with this letter to document the modification. Please note, however, that in accordance with 9 VAC 20-81-410.A.5., and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of the VSWMR. Should such changes not be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

In addition, with the acknowledgement of this permit modification, the facility is required to comply with the following requirements:

1. The facility shall maintain records of self-inspections, facility monitoring, and receipt of unauthorized waste in accordance with 9 VAC 20-81-350.
2. The facility is required to follow the reporting requirements of 9 VAC 20-81-530.C., which includes written notification of any planned physical alterations (C.1) and notification, orally within 24 hours and written within 5 days, of any noncompliance or unusual condition which may endanger health or the environment (such as receipt of hazardous waste, facility fires, etc) (C.3).
3. Submission of the Solid Waste Information and Assessment (SWIA) 50-25 Form in accordance with 9 VAC 20-81-80 by March 31st of each year. This form can be found online at https://node.deq.virginia.gov/SWIAWebApp/login.jsp.
4. The facility is responsible for paying an annual fee to the Department of Environmental Quality by October 1st of each year. The fee amount is determined based upon the procedures outlined in 9 VAC 20-90-115.
5. The facility shall review and certify its Operations Manual is consistent with current facility operations and regulatory requirements annually, by December 31st of each calendar year. These certifications shall be maintained in the facility's operating record.
6. The facility is required to adjust the estimated closure cost amount annually for inflation 60 days prior to the anniversary date of the establishment of the financial mechanism in accordance with 9 VAC 20-70-10, *et seq*.

Please note that it is the responsibility of MXI Environmental Services, Inc. to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Daniel P. Scott, Environmental Engineer Senior, at (276) 676-4866.

Respectfully,

Daniel Manweiler
Land Protection Manager
Southwest Regional Office

Attachments

c: Kathryn Perszyk – DEQ, Solid Waste Permit Coordinator (letter only)
Daniel Scott – SWRO Permits
Stephan Martin – SWRO Inspections
Justen Dick – SWRO HW Inspections
File PBR 180

ATTACHMENT I
CONDITIONS OF THE PERMIT-BY-RULE STATUS

I. CHANGE OF OWNERSHIP

A permit-by-rule may not be transferred by the permittee to a new owner or operator. However, when the property transfer takes place without proper closure, the new owner shall notify the Department of the sale and fulfill all the requirements contained in 9 VAC 20-81-410.A.2.a. through 9 VAC 20-81-410.A.2.k. of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-81-10, *et seq.*). Upon presentation of the financial assurance proof required by the Financial Assurance Regulations for Solid Waste Facilities (9 VAC 20-70-10, *et seq.*) by the owner, the Department will release the old owner from his closure and financial responsibilities and acknowledge the new permit-by-rule in the name of the new owner.

II. FACILITY MODIFICATIONS

The owner or operator of a facility operating under a permit-by-rule may modify its design and operation by furnishing the Department a new design and construction certificate prepared by the professional engineer and an operations manual certificate. Whenever modifications in the design or operation of the facility affect the provisions of the approved closure plan, the owner or operator shall also submit an amended closure plan certificate signed by a professional engineer.

III. LOSS OF PERMIT-BY-RULE STATUS

In the event that a facility operating under a permit-by-rule violates any applicable siting, design and construction, or closure provisions of 9 VAC 20-81-320, 9 VAC 20-81-330, or 9 VAC 20-81-360, respectively, the owner or operator of the facility will be considered to be operating an unpermitted facility as provided for in 9 VAC 20-81-45 of the VSWMR and shall be required to either obtain a new permit as required by Part V [9 VAC 20-81-400, *et seq.*] or close under Part III [9 VAC 20-81-100, *et seq.*] or IV [9 VAC 20-81-300, *et seq.*] of these regulations, as applicable.

IV. TERMINATION

The Director shall terminate permit-by-rule and shall require closure of the facility whenever he finds that:

a. As a result of changes in key personnel, the requirements necessary for a permit-by-rule are no longer satisfied;

b. The applicant has knowingly or willfully misrepresented or failed to disclose a material fact in his disclosure statement, or any other report or certification required under this regulation, or has knowingly or willfully failed to notify the Director of any material change to the information in the disclosure statement;

c. Any key personnel have been convicted of any of the crimes listed in § 10.1-1409 of the Code of Virginia, punishable as felonies under the laws of the Commonwealth or the equivalent of them under the laws of any other jurisdiction; or have been adjudged by an administrative agency or a court of competent jurisdiction to have violated the environmental protection laws of the United States, the Commonwealth or any other state and the Director determines that such conviction or adjudication is sufficiently probative of the permittee's inability or unwillingness to operate the facility in a lawful manner.

d. The operation of the facility is inconsistent with the facility's operations manual and/or the operational requirements of the regulations.

V. CERTIFIED OPERATOR

In accordance with the Virginia Waste Management Act (Title 10.1, Chapter 14 of the Code of Virginia), § 10.1-1408.2, this facility must employ a facility operator licensed by the Board of Waste Management Facility Operators (Licensing Regulations, 18 VAC 155-20-10 *et seq.*).

VI. RIGHT OF APPEAL

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Waste Permitting & Compliance
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

VII. SITE SPECIFIC CONDITIONS

a. The Hazardous Waste Area delineated on the Site Plan is not included with this permit-by-rule and no materials approved for acceptance with this permit-by-rule shall be stored or handled in this area at any time.

b. When Universal Waste (UW) is present in the delineated area shown on the plan on the Site Plan, the area should be properly contained and marked with signage as such. In addition when UW are present in the delineated area shown on the Site Plan, no materials approved for acceptance with this permit-by-rule shall be stored or handled in this area.

c. The sign located at the access point(s) should include but is not limited to facility name, facility address, contact number(s), and hours of operation.

d. The static storage trailers shall be regularly inspected for leakage and proper containment per the Operations Manual requirements appropriate to the material type stored.

ATTACHMENT II
FACILITY DESCRIPTION

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF LAND PROTECTION & REVITALIZATION
OFFICE OF WASTE PERMITTING & COMPLIANCE
Permit-By-Rule #180

Facility Name: MXI Environmental Services LLC

Facility Type: Materials Recovery Facility

Site Location: Washington County, Virginia

Latitude: 36°44'18" North
Longitude: 81°54'03" West

Location Description: The facility is located at 26319 Old Trail Road in the Town of Abingdon, Washington County. Access is provided by a paved access road. The materials recovery facility is located on a paved state access road (SR 879) with an operations area of approximately 6.5 acres. The entrance to the facility is located on State Route 879, Old Trail Road, and approximately 0.5 miles southeast from SR 609. Two gates and a perimeter fence are utilized to limit access to the facility. The access pad is concrete and the site contains a suitable all-weather surface. Adequate queuing and parking capacity is available at the facility.

Background: The facility is owned and operated by MXI Environmental Services. The facility serves as a central delivery point for non-hazardous solid waste and recyclable material collected by MXI Environmental Services LLC. The facility consists of an office, vehicle repair garage, and operations building. The MRF permitted area includes the Operation Building which consists of a single story metal building with concrete floors. The operation consists of receiving non-hazardous solid waste material that have been collected at the point of generation by MXI vehicles and are packaged either in USDOT-approved shipping containers (drums or carton) or in palletized loads. The incoming collection vehicles contain mixed loads of different categories of containerized wastes. The incoming waste will be sorted at the facility into three waste streams: material to be recycled; material suitable for use as fuel substitutes in approved incinerators; and, material to be disposed of as waste in a permitted landfill. The waste will be unloaded from the collection vehicles, processed or stored in tanks at the facility, and loaded into haulage vehicles for transportation to the appropriate final destination. Four (4) static storage trailers are located to the north northeast of the building for storage of segregated household hazardous waste (HHW), see figures 1 & 2. This facility has a maximum capacity of 600 tons per week. The hours of operation for the facility are 6am till 12am 7 days per week.

Modification Highlights: The permit-by-rule has been modified to include the following:

A. Increase of the permitted capacity from 300 tons/week to 600 tons/week
B. Site Plan updated to Revisions 02/02/2011.
C. Operations Plan – Sheets 37 & 48 (revised 5/24/11)
D. Attachment 3 (revised 05/01/11) – List of Contracted Facilities
E. Attachment 7 – Adverse Closure Cost (revised 05/2011)
F. Attachment 8 - Addition to Processing Equipment (revised 05/01/11)
G. Attachment 9 - Addition to Processing Equipment (revised 05/01/11)
H. Attachment 10 - Addition to Processing Equipment (revised 05/01/11)
I. Attachment 11 – Addition of four (4) Static Storage Trailers with concrete pads and pathways and relocation of Universal Waste (UW) from the northeast corner of the building to the southwest corner of the building (revised 06/20/16 – update only).

Update Submission Highlights: The Department is in receipt of the following documents for this update (non-process non-modification):

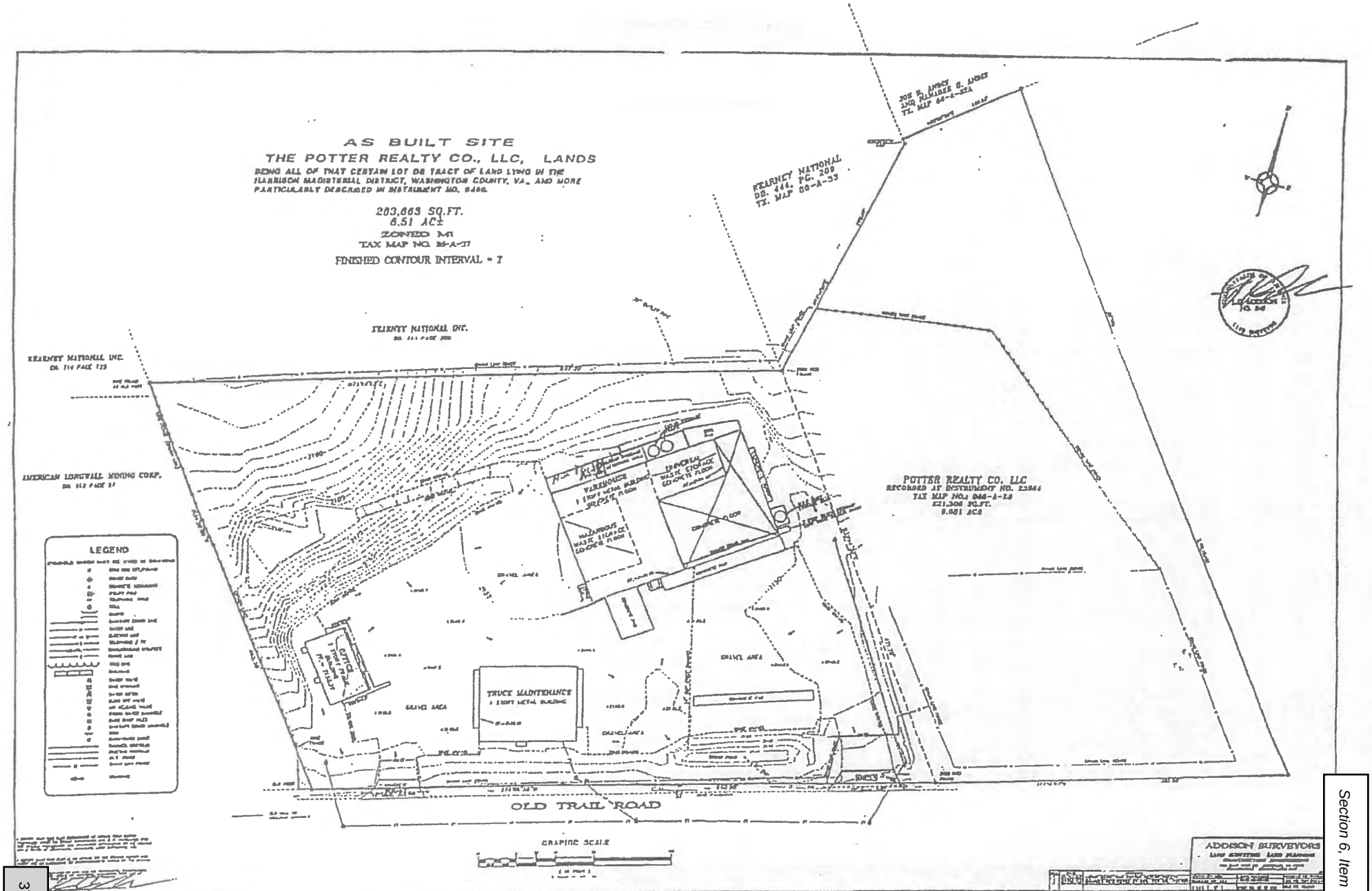
A. Attachment 11 Request – Dated June 29, 2016
B. Attachment 11 figure 1 – As-built Site Map
C. Attachment 11 figure 1 – Proposed MRF Layout – UW and HHW (Aerosol, Propane, Oxidizing Solid, and Reactive Solid Storage Trailers)

Modification Submission Highlights (2011): The Department is in receipt of the following documents:

A. A document signed by Ronald Potter dated July 7, 2011 certifying that the facility has an operations manual that conforms to the standards of 9 VAC 20-81-340. This is a required submission in accordance with 9 VAC 20-81-410.A.2.d.
B. A document signed by C. Donald Evans, Jr., a professional engineer, dated May 11, 2011 certifying that the facility has been designed and constructed in accordance with the standards of 9 VAC 20-81-330. This is a required submission in accordance with 9 VAC 20-81-410.A.2.e.(1).
C. A document signed by C. Donald Evans, Jr., a professional engineer, dated May 11, 2011 certifying that the facility has a closure plan that conforms to the standards of 9 VAC 20-81-360. This is a required submission in accordance with 9 VAC 20-81-410.A.2.e.(2).
D. A copy of a lease demonstrating MXI Environmental Services has legal control over the site. This is a required submission under 9 VAC 20-81-410.A.2.f.
E. Certification from the State Corporation Commission for MXI Environmental Services. This is a required submission under 9 VAC 20-81-410.A.2.g.
F. Financial Assurance in the amount of $110,000 has been provided in the form of an increase in the Closure Bond from $91,000 to $110,000. This is a required submission in accordance with 9 VAC 20-81-410.A.2.h.
G. Payment of the permit application fee in accordance with 9 VAC 20-81-410.A.2.k.

Previous Submission Highlights: The Department was in receipt of previous applications and modifications that contained the following documents:

1. A notice of intent submitted by Mr. Ronald Potter, President of MXI Environmental Services LLC, and dated November 10, 2001. A Disclosure Statement signed by Mr. Potter, and dated July 11, 2002. A local certification dated September 18, 2000, and signed by Mr. Mark Reeter, Washington County Administrator. The above documents contained in Item A of the report are in accordance with 9 VAC 20-80-500.B of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-80-10, et seq).;
2. A Site Location Map, dated May 20, 2002, and Facility Site Plan, dated July 3, 2002 (See Item A and Final Page of Operations Plan, respectively);
3. Certification signed by Mr. Robert H. Taylor, P.E., certifying that the facility meets the DEQ waste management siting standards of 9 VAC 20-80-360.B. This is a required submission in accordance with 9 VAC 20-80-485.A.2.b.;
4. Certification signed and stamped by Mr. Robert H. Taylor, P.E., of R.D. Designs, Inc. certifying that the facility has been designed and constructed in accordance with the standards of 9 VAC 20-80-360.C. (See Item B). This is a required submission in accordance with 9 VAC 20-80-485.A.2.c.;
5. A new certification dated 6/30/2005 by Mr. Robert H. Taylor P.E. certifying that the addition Attachment 9 complies with the design and construction of the facility in accordance with the standards of 9 VAC 20-80-360 C and the required submission with 9 VAC 20-80-485 A.8;
6. An operations plan which meets the requirements of 9 VAC 20-80-360.D. (See Item D with Attachments 1-5). This is a required submission in accordance with 9 VAC 20-80-485.A.2.d.;
7. A closure plan which meets the requirements of 9 VAC 20-80-360.E. (See Item E). This is a required submission in accordance with 9 VAC 20-80-485.A.2.e.;
8. A proof of financial responsibility which meets the requirements of the Financial Assurance Regulations for Solid Waste Facilities, 9 VAC 20-70-10, et seq. This is a required submission in accordance with 9 VAC 20-80-485.A.2.f., (See Item F).
9. Public participation documents which resulted from the public participation effort, in accordance with 9 VAC 20-80-485.A.5. This is a required submission in accordance with 9 VAC 20-80-485.A.2.g. The advertisement was published in the local newspaper. "The Bristol Herald Courier" on June 8, 2000. The public meeting was help on June 28. 2000 at the Maumee Express offices at 17600 Jeb Stuart Highway, Abingdon, VA 24211. No comments regarding the technical merit of the facility were received (See Attachment G).


AS BUILT SITE
THE POTTER REALTY CO., LLC, LANDS
BEING ALL OF THAT CERTAIN LOT OR TRACT OF LAND LYING IN THE HARRISON MAGISTERIAL DISTRICT, WASHINGTON COUNTY, VA., AND MORE PARTICULARLY DESCRIBED IN INSTRUMENT NO. 8466.
283,663 SQ.FT.
6.51 AC±
ZONED M1
TAX MAP NO. 86-A-27
FINISHED CONTOUR INTERVAL = 2
KEARNEY NATIONAL INC.
AMERICAN LONGWALL MINING CORP.
KEARNEY NATIONAL
DB. 446, PG. 209
TX. MAP 86-A-33
POTTER REALTY CO. LLC
RECORDED AT INSTRUMENT NO. 23864
TAX MAP NO.: 86-A-28
121,308 SQ.FT.
2.681 ACS
WAREHOUSE
1 STORY METAL BUILDING
OFFICE
1 STORY BRICK
TRUCK MAINTENANCE
1 STORY METAL BUILDING
GRAVEL AREA
OLD TRAIL ROAD
LEGEND
GRAPHIC SCALE
ADDISON SURVEYORS

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
Phone (276) 676-4800 Fax (804) 698-4178
www.deq.virginia.gov

Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director

Jeffrey Hurst.
Regional Director

March 31, 2021

Mr. Brian Potter
MXI Environmental Services LLC
26319 Old Trail Road
Abingdon, Virginia

RE: MXI Environmental Services MRF
Permit-by-Rule #180
Washington County, Virginia 24210

Dear Mr. Potter:

The Department has received the DEQ requested information to update Permit-by-Rule 180 for the MXI Environmental Services MRF located at 26319 Old Trail Road in Abingdon, Virginia. The request and associated revised documentation was received date relating to updating of the permit information and requirements to meet all applicable standards and documentation. The modification includes updates and clarifications to previous submissions and does not constitute significant changes to the facility operation or layout.

Attached to this letter are two documents that have been modified and must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purpose of this letter is to acknowledge receipt of the revised documentation submitted in accordance with the requirements of 9 VAC 20-81-410.A.6. for Permit-by-Rule modifications. In accordance with 9 VAC 20-81-410.A.4. this facility continues to operate under permit-by-rule status. With this modification, Attachments I and II have been revised and enclosed. Please insert the revised Attachments and submitted documentation into all copies of Permit-by-Rule 180 along with this letter to document the modification. Please note, however, that in accordance with 9 VAC 20-81-410.A.5., and the attached "Conditions of the Permit-by-Rule Status," the Director may require changes in the documents designed to assure compliance with the standards of the VSWMR. Should such changes not be accomplished by the facility owner or operator, the Director may require the owner or operator to submit the full application and to obtain a regular solid waste management facility permit.

In addition, with the acknowledgement of this permit modification, the facility is required to comply with the following requirements:

1. The facility shall maintain records of self-inspections, facility monitoring, and receipt of unauthorized waste in accordance with 9 VAC 20-81-350.
2. The facility is required to follow the reporting requirements of 9 VAC 20-81-530.C., which includes written notification of any planned physical alterations (C.1) and notification, orally within 24 hours and written within 5 days, of any noncompliance or unusual condition which may endanger health or the environment (such as receipt of hazardous waste, facility fires, etc) (C.3).
3. Submission of the Solid Waste Information and Assessment (SWIA) 50-25 Form in accordance with 9 VAC 20-81-80 by March 31st of each year. This form can be found online at https://node.deq.virginia.gov/SWIAWebApp/login.jsp.
4. The facility is responsible for paying an annual fee to the Department of Environmental Quality by October 1st of each year. The fee amount is determined based upon the procedures outlined in 9 VAC 20-90-115 for MRF facilities.
5. The facility shall review and certify its Operations Manual is consistent with current facility operations and regulatory requirements annually, by December 31st of each calendar year. These certifications shall be maintained in the facility's operating record.
6. The facility is required to adjust the estimated closure cost amount annually for inflation 60 days prior to the anniversary date of the establishment of the financial mechanism in accordance with 9 VAC 20-70-10, *et seq*.

Please note that it is the responsibility of the Owner to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Daniel P. Scott, PE Environmental Engineer Senior, at (276) 676-4866 or email at daniel.scott@deq.virginia.gov.

Respectfully,

Daniel Manweiler
DEQ-SWRO Land Protection Manager

Attachments

c: Kathryn Perszyk – DEQ-CO - Solid Waste Permit Coordinator
Suzanne Taylor – DEQ-CO - Financial Assurance
Daniel Scott - DEQ-SWRO – Solid Waste Permits
Stephan Martin – DEQ-SWRO – Solid Waste Inspections

c. Any key personnel have been convicted of any of the crimes listed in § 10.1-1409 of the Code of Virginia, punishable as felonies under the laws of the Commonwealth or the equivalent of them under the laws of any other jurisdiction; or have been adjudged by an administrative agency or a court of competent jurisdiction to have violated the environmental protection laws of the United States, the Commonwealth or any other state and the Director determines that such conviction or adjudication is sufficiently probative of the permittee's inability or unwillingness to operate the facility in a lawful manner.

d. The operation of the facility is inconsistent with the facility's operations manual and/or the operational requirements of the regulations.

V. CERTIFIED OPERATOR

In accordance with the Virginia Waste Management Act (Title 10.1, Chapter 14 of the Code of Virginia), § 10.1-1408.2, this facility must employ a facility operator licensed by the Board of Waste Management Facility Operators (Licensing Regulations, 18 VAC 155-20-10 *et seq.*).

VI. RIGHT OF APPEAL

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Waste Permitting & Compliance
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

ATTACHMENT I
CONDITIONS OF THE PERMIT-BY-RULE STATUS

I. CHANGE OF OWNERSHIP

A permit-by-rule may not be transferred by the permittee to a new owner or operator. However, when the property transfer takes place without proper closure, the new owner shall notify the Department of the sale and fulfill all the requirements contained in 9 VAC 20-81-410.A.2.a. through 9 VAC 20-81-410.A.2.k. of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-81-10, *et seq.*). Upon presentation of the financial assurance proof required by the Financial Assurance Regulations for Solid Waste Facilities (9 VAC 20-70-10, *et seq.*) by the owner, the Department will release the old owner from his closure and financial responsibilities and acknowledge the new permit-by-rule in the name of the new owner.

II. FACILITY MODIFICATIONS

The owner or operator of a facility operating under a permit-by-rule may modify its design and operation by furnishing the Department a new design and construction certificate prepared by the professional engineer and an operations manual certificate. Whenever modifications in the design or operation of the facility affect the provisions of the approved closure plan, the owner or operator shall also submit an amended closure plan certificate signed by a professional engineer.

III. LOSS OF PERMIT-BY-RULE STATUS

In the event that a facility operating under a permit-by-rule violates any applicable siting, design and construction, or closure provisions of 9 VAC 20-81-320, 9 VAC 20-81-330, or 9 VAC 20-81-360, respectively, the owner or operator of the facility will be considered to be operating an unpermitted facility as provided for in 9 VAC 20-81-45 of the VSWMR and shall be required to either obtain a new permit as required by Part V [9 VAC 20-81-400, *et seq.*] or close under Part III [9 VAC 20-81-100, *et seq.*] or IV [9 VAC 20-81-300, *et seq.*] of these regulations, as applicable.

IV. TERMINATION

The Director shall terminate permit-by-rule and shall require closure of the facility whenever he finds that:

a. As a result of changes in key personnel, the requirements necessary for a permit-by-rule are no longer satisfied;

b. The applicant has knowingly or willfully misrepresented or failed to disclose a material fact in his disclosure statement, or any other report or certification required under this regulation, or has knowingly or willfully failed to notify the Director of any material change to the information in the disclosure statement;

ATTACHMENT II
FACILITY DESCRIPTION

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF LAND PROTECTION & REVITALIZATION
OFFICE OF WASTE PERMITTING & COMPLIANCE
Permit-By-Rule #180

Facility Name: MXI Environmental Services

Facility Type: Materials Recovery **Latitude:** 36°44'18" North

Site Location: Washington County, Virginia **Longitude:** 81°54'03" West

Location Description: The facility is located at 26319 Old Trail Road in the Town of Abingdon, Washington County. Access is provided by a paved access road. The materials recovery facility is located on a paved state access road (SR 879) with a total site of 14 acres and a permitted operations area of approximately 1.0 acres. The entrance to the facility is located on State Route 879, Old Trail Road, and approximately 0.5 miles southeast from SR 609. Two gates and a perimeter fence are utilized to limit access to the facility. The access pad is concrete and the site contains a suitable all-weather surface. Adequate queuing and parking capacity is available at the facility.

Background: The facility is owned Potter Realty Company and operated by MXI Environmental Services, LLC. The facility serves as a central delivery point for non-hazardous solid waste and recyclable material collected by MXI Environmental Services LLC, Maumee Express, and other private deliveries. The facility consists of an office, vehicle repair garage, and operations building. The MRF permitted area includes the Operation Building which consists of a single story metal building with concrete floors.

The operation consists of receiving non-hazardous solid waste material that have been collected at the point of generation by MXI vehicles and are packaged either in USDOT-approved shipping containers (drums or carton) or in palletized loads. The incoming collection vehicles contain mixed loads of different categories of containerized wastes. The incoming waste will be sorted at the facility into three waste streams: material to be recycled; material suitable for use as fuel substitutes in approved incinerators; and, material to be disposed of as waste in a permitted landfill. The waste will be unloaded from the collection vehicles, processed or stored in totes at the facility, and loaded into haulage vehicles for transportation to the appropriate final destination.

Processing includes stripping of packaging, venting of aerosols, consolidation of liquids for additional use or disposal, and solidification/mixing of waste liquids and solids to meet appropriate handling and disposal standards for receipt by a permitted solid waste landfill facility.

Seven (7) storage trailers are located to the north northeast of the building for storage of segregated flammable wastes and aerosols. All storage is under cover and protected from run on and run off. Access and transfer areas are concrete surfaced

All spillage or washwater that free flow are conveyed by trench drain from the upper level to the lower lever and then collected at the lower trench drain and conveyed by pipe to a 10,000 gallon secondary containment tank located at the south southwest corner of the building. This tank is checked daily and is periodically pumped and hauled for proper disposal.

The facility may accept delivery of petroleum contaminated soils for testing and subsequent offsite disposal at recycling or landfill. Storage must remain under cover, on an impervious surface, and be protected from all run-on or run-off.

Prior to acceptance, the facility ensures that accurate waste determinations/characterizations have been made (per 40 CFR 262.11 as referenced by 9 VAC 20-60-260) for all incoming wastes in order to ensure wastes are properly managed according to the Virginia Hazardous Waste Management Regulations as set forth at 9 VAC 20-60-12 et seq. and certain provisions adopted by reference of Title 40 of the Code of Federal Regulations Hazardous Waste Management Regulations. A portion of the MRF facility layout is occasionally utilized as a 10 day Hazardous Waste Transfer Site and designated on the site plan for this use. Signage segregating the area shall be utilized when in use. The facility will ensure that hazardous wastes are not impermissibly mixed with other excluded non-hazardous wastes such as HHW. Any comingling of hazardous waste with solid waste shall render the entire waste to be considered hazardous waste and must be reported, handled, and disposed of as such.

This facility has a process rate of 85 tons per day (600 tons/7 day week). The hours of operation for the facility are 6am till 12am, 7 days per week.

Submission Highlights: The Department is in receipt of DEQ Form PBR signed by Brian Potter on March 3, 2021. The following documents comprise the Permit-by-Rule submittal:

A. A notice of intent with area and site location maps provided in the original submission. Site map has been updated for this submission. A notarized disclosure statement has been updated periodically. A local government certification dated August 4, 2000, and signed by Mark Reeter, County Administrator for Washington County was previously received. These documents are in accordance with 9 VAC 20-81-450.B., and are required submissions under 9 VAC 20-81-410.A.2.a. and 9 VAC 20-81-410.A.2.c.

B. A document signed by C. Donald Evans, Jr., a professional engineer, dated May 11, certifying that the facility conforms to the siting standards of 9 VAC 20-81-320. This is a required submission in accordance with 9 VAC 20-81-410.A.2.b.

C. A document signed by Ronald Potter dated July 7, 2011 certifying that the facility has an

operations manual that conforms to the standards of 9 VAC 20-81-340. The Operations Manual is updated and certified each year. This is a required submission in accordance with 9 VAC 20-81-410.A.2.d.

D. A document signed by C. Donald Evans, Jr., a professional engineer, dated May 11, 2011 certifying that the facility has been designed and constructed in accordance with the standards of 9 VAC 20-81-330. This is a required submission in accordance with 9 VAC 20-81-410.A.2.e.(1).

E. A document signed by C. Donald Evans, Jr., a professional engineer, dated May 11, certifying that the facility has a closure plan that conforms to the standards of 9 VAC 20-81-360. A closure plan has been updated per this submission. This is a required submission in accordance with 9 VAC 20-81-410.A.2.e.(2).

F. A copy of lease demonstrating the MXI Environmental has legal control over the site owned by Potter Realty Company, LLC. This is a required submission under 9 VAC 20-81-410.A.2.f.

G. Certification of Fact from the State Corporation Commission dated March 16, 2004 that indicates the facility operator, MXI Environmental, is a valid business entity in the Commonwealth of Virginia was previously submitted. This is a required submission under 9 VAC 20-81-410.A.2.g.

H. The cost estimate for facility closure is $427,829.50, which covers the design throughput of 85 tons per day and temporary storage of segregated materials. Financial Assurance in the amount of $427,829.50 has been provided in the form of a Financial Bond and was approved by the Office of Financial Assurance in a compliance letter dated March 8, 2021. This is a required submission in accordance with 9 VAC 20-81-410.A.2.h.

I. Public participation documents which resulted from the public participation effort, in accordance with 9 VAC 20-81-410.A.3. The advertisement was published in the local newspaper, "Bristol Herald Courier" on June 8, 2000. The public meeting was held on June 28, 2000 at the Maumee Express offices at 17600 Jeb Stuart Highway, Abingdon, VA 24211. No comments regarding the technical merit of the facility were received. This is a required submission in accordance with 9 VAC 20-81-410.A.2.i.

J. A portion of the total site is permitted separately under VADEQ Air Quality Permit – Ethanol Recovery/Distillation – Air Reg. No. 11447. See site plan for the extent of each permit.

K. *No permit application fee required as this was an Agency initiated update.*

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2022-2025

Registrant: MXI ENVIRONMENTAL SERVICES LLC
ATTN: John Brothers
26319 OLD TRAIL ROAD
ABINGDON, VA 24210

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062822550437EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 97524

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

EPA

ACKNOWLEDGEMENT OF SUBSEQUENT NOTIFICATION OF REGULATED WASTE ACTIVITY (VERIFICATION)

This is to acknowledge that we have updated our records to reflect the information supplied on a Subsequent Notification of Regulated Waste Activity for the Installation located at the address shown below. This is in compliance with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation is identified below.

Date:
5/4/2010

Installation Name:
MXI Environmental Services, LLC

EPA ID No.:
VAR000503920

Installation Address:
26319 Old Trail Road
Abingdon, VA 24210

Contact / Mailing Address:
Brian W. Potter
VP Operations
MXI Environmental Services, LLC
26319 Old Trail Road
Abingdon, VA 24210

Status:
Conditionally Exempt Small Quantity Generator (CESQG)

Note: Per 9VAC20-60-315 D, "Anyone who becomes a large quantity generator shall notify the department in writing immediately of this change in status and document the change in the operating record. Any large quantity generator who ceases to be a large quantity generator shall notify the department in writing immediately of this change in status and document the change in the operating record."

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

MXI ENVIRONMENTAL SERVICES LLC

TRADE NAME:

ADDRESS:

27 SUTTON RD
LEBANON NJ 08833

SEQUENCE NUMBER:

1284011

EFFECTIVE DATE:

12/04/06

ISSUANCE DATE:

03/09/07

James J. Fruscione

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Connecticut Department of
ENERGY &
ENVIRONMENTAL
PROTECTION

Approval of Registration

General Permit to Perform
One Day Collections of Certain Wastes and Household Hazardous Waste

Registrant: MXI Environmental Services, LLC

Address: 26319 Old Trail Road, Abingdon, VA 24210-7635

The owner is hereby authorized to conduct one-day collections of household hazardous wastes, covered electronic devices or used electronics, hazardous and universal wastes from conditionally exempt small quantity generators, and sharps and pharmaceuticals from households, in accordance with the general permit re-issued by the Department on September 30, 2009.

This registration will expire on October 14, 2024.

January 13, 2015
Date

/s/Robert C. Isner
Robert C. Isner, Director
Waste Engineering & Enforcement Division
Bureau of Materials Management and
Compliance Assurance

Application No. 201407948

Registration No. OOS-0940-HHW

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2022-2025

Registrant: MAUMEE EXPRESS INC
ATTN: John Brothers
PO BOX 278
SOMERVILLE, NJ 08876-0278

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062122550281EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 19696

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

07/26/16

axpayer Identification# **221-726-110/000**

ear Business Representative:

ongratulations! You are now registered with the New Jersey Division of Revenue.

se the Taxpayer Identification Number listed above on all correspondence with the Divisions f Revenue and Taxation, as well as with the Department of Labor (if the business is subject ı unemployment withholdings). Your tax returns and payments will be filed under this number, nd you will be able to access information about your account by referencing it.

dditionally, please note that State law requires all contractors and subcontractors with Public gencies to provide proof of their registration with the Division of Revenue. The law also amended ection 92 of the Casino Control Act, which deals with the casino service industry.

/e have attached a Proof of Registration Certificate for your use. To comply with the law, if you are ırrently under contract or entering into a contract with a State agency, you must provide a copy f the certificate to the contracting agency.

you have any questions or require more information, feel free to call our Registration Hotline at i09)292-9292.

wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT O TREASURY/
DIVISION OF RE VENUE
PO BOX 252
TRENT N, N J 0 64 6-0252

AX AYE NAME:

IAUMEE EXPRESS, INC.

DDRESS:

7 SUTTON RD
EBANON NJ 08833-4 9

FFECTIVE DATE:

1/22/61

TRADE NAME:

SEQUENCE NUMBER:

0401958

ISSUANCE DATE:

07/26/16

James J. Fruscione

Director
New Jersey Division of Revenue

PM-31
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

FEB 24 1992

PERMIT *

No. MC 202190 (Sub 2)

MAUMEE EXPRESS, INC.
MARTINSVILLE, NJ

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)[1]; and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

NOTE: If there are any discrepancies regarding this Permit, please notify the Commission within 30 days.

[1]While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

U.S. Department
of Transportation
Federal Highway
Administration

400 Seventh St. S.W.
Washington, D.C. 20590

JULY 01, 1998

IN REPLY REFER TO:
YOUR USDOT NO.: 389242
REVIEW NO.: 00205742/CR

MAUMEE EXPRESS INC
P O BOX 278
SOMERVILLE NJ 08876-0278

DEAR MOTOR CARRIER:

THE MOTOR CARRIER SAFETY RATING FOR YOUR COMPANY IS:

SATISFACTORY

THIS SATISFACTORY RATING IS THE RESULT OF A MAY 26, 1998, REVIEW AND EVALUATION. A SATISFACTORY RATING INDICATES THAT YOUR COMPANY HAS ADEQUATE SAFETY MANAGEMENT CONTROLS IN PLACE TO EFFECT SUBSTANTIAL COMPLIANCE WITH THE FEDERAL MOTOR CARRIER SAFETY AND/OR HAZARDOUS MATERIALS REGULATIONS.

PLEASE ASSURE YOURSELF THAT ANY SPECIFIC DEFICIENCIES IDENTIFIED IN THE REVIEW REPORT HAVE BEEN CORRECTED. WE APPRECIATE YOUR EFFORTS TOWARD PROMOTING MOTOR CARRIER SAFETY THROUGHOUT YOUR COMPANY. IF YOU HAVE QUESTIONS OR REQUIRE FURTHER INFORMATION, PLEASE CONTACT THE SAFETY SPECIALIST WHO CONDUCTED THE REVIEW.

James R. Keenan

JAMES R. KEENAN
NATIONAL FIELD COORDINATOR,
OFFICE OF MOTOR CARRIER FIELD OPERATIONS

20 DEC 2006

ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

Region 2

11/07/2006

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA: on all applications for a Federal Hazardous Waste Permit: and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER:	NJD986607380
INSTALLATION NAME:	MAUMEE EXPRESS INC
INSTALLATION ADDRESS :	27 SUTTON RD LEBANON, NJ 08833
MAILING ADDRESS :	PO BOX 278 SOMERVILLE, NJ 08876

EPA Form 8700-12A/B (3-89)

USEPA - REGION 2
RCRA Programs Branch
290 Broadway, 22nd Floor
New York, NY 10007-1866

ATTN: RCRA NOTIFICATIONS
Tel : (212) 637-4106
Fax: (212) 637-3056

TO: MAUMEE EXPRESS INC
or Current Occupant
ATTN: RONALD POTTER
PO BOX 278
SOMERVILLE, NJ 08876

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, March 16, 2004

This certificate of registration to transact business in Virginia is this day issued for

MXI Environmental Services LLC

a limited liability company organized under the laws of NEW JERSEY and the said company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0431

Geo. E. Penn (1895-1931)
Wm. A. Stuart (1922-1976)

Wm. W. Eskridge
Stephen M. Hodges
W. Challen Walling [II]
Nade W. Massie [I, III]
Daniel H. Caldwell
Michael F. Blair [III]
William M. Moffet [III]
Mark L. Esposito [III]
Timothy W. Gresham [III]
H. Ashby Dickerson
Byrum L. Geisler [III]
Jill Morgan Harrison [I, II, III]
Richard E. Ladd, Jr. [III]
W. Bradford Stallard
Ramesh Murthy [IV]
Mark E. Frye [III]
Lisa Frisina Clement

PENNSTUART
Since 1890
ATTORNEYS AT LAW
Post Office Box 2009
Bristol, Virginia/Tennessee 24203
804 Anderson Street
Bristol, Tennessee 37620
Telephone 423/793-4800
Facsimile 423/793-4900
Offices in Abingdon and Richmond, Virginia and Bristol, Tennessee
Additional Bar Memberships:
[I] NC, [II] WV; [III] TN; [IV] KY [V] WI

G.R.C. Stuart (Retired)
John B. Hemminos (Retired)

Elizabeth R. Walters [III]
Andrew M. Hanson [III]
Danielle S. Kiser [III]
John A. Martin [III]
Jesse F. Narron
Cameron S. Bell [III]
Kari Lou Frank
Anne L. Musgrove
Laura E. Wilson [III, IV]
Brian J. Rife [III]
Whitney J. A. Caudill [III]
James R. Perkins [III]
Tracey A. Berry [III, V]
Steven H. Theisen

E mail: cwalling@pennstuart.com
Writer's Direct Dial: 423/793-4811

September 15, 2005

Virginia State Corporation Commission
Attn: Registered Agent Section
Corporate Operations Division
P.O. Box 1197
Richmond, VA 23218-1197

Re: MXI Environmental Services LLC
SCC ID # T024242-2
Our File No. 4845-12

Dear Sir or Madam:

Please find enclosed for filing a Statement of Change of Registered Office and/or Registered Agent form for MXI Environmental Services LLC.

Thank you for your attention to this matter.

Very truly yours,

PennStuart

By: _____
W. Challen Walling

WCW/jf

Enclosure
cc: Mr. Ron Potter

116214-1

LLC-1016 (09/04)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

STATEMENT OF CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT

1. Limited Liability Company's Name: **MXI Environmental Services LLC** Limited Liability Company's SCC ID# **T024242 - 2**
2. Current registered agent's name and registered office address on record

FREDRICK A ROWLETT

208 E MAIN ST

ABINGDON, VA 24210-0000

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. Registered agent's name and registered office address, including the street and number, if any, after this statement is filed with the Commission:

Penn, Stuart & Eskridge, A Professional Corporation

208 E. Main St.

Abingdon, VA 24210

4. The registered agent named in item 3 is **(mark appropriate box):**
   (A) an individual who is a resident of Virginia **and**
   ( ) a member or manager of the limited liability company.
   ( ) a member or manager of a limited liability company that is a member or manager of the limited liability company.
   ( ) an officer or director of a corporate member/manager of the limited liability company.
   ( ) a general partner of a general or limited partnership that is a member or manager of the limited liability company.
   ( ) a trustee of a trust that is a member of the limited liability company.
   ( ) a member of the Virginia State Bar.

   OR

   (B) ( ) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of registered office:

   (A) Current registered office locality: **WASHINGTON COUNTY**

   (B) Registered office locality after this statement is filed: ( ) city or (X) county of Washington

6. After the foregoing change(s) is (are) made, the limited liability company will be in compliance with the requirements of § 13.1-1015 of the Code of Virginia.

7. Complete "(A)" if a new registered agent is being appointed (see Instructions for requisite authority):

   (A) The undersigned (manager/person who has been delegated the right and power to manage the company's business and affairs/member/person who formed the limited liability company) executes this statement on behalf of the limited liability company:

8/19/05 — Donald Potter — Donald Potter
(Date) (Signature) (Printed Name & Title)

Complete "(B)" if the registered agent (i) is remaining the same but has changed his/her/its name or business office address or (ii) is the surviving entity of a merger with the registered agent named in item 2:

   (B) The undersigned registered agent declares that a copy of this statement has been mailed to the limited liability company named in item 1, above.

(Date) (Signature of Registered Agent)

SEE INSTRUCTIONS

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid and Hazardous Waste
MAIL CODE 401-02C, P.O. BOX 420
TRENTON, NJ 08625-0420
TEL: 609-984-4250
FAX: 609-777-1951
www.state.nj.us/dep/dshw

BOB MARTIN
Commissioner

MXI Environmental Services LLC
27 Sutton Road
Lebanon, NJ 08833

JUN 22 2017

RE: **Broker's A-901 Approval and Approved Registration Statement**

Dear Applicants:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection (Department). Based on our review of the investigative report, the Department is hereby authorizing the following entity to act as a **Broker** engaged in the solid waste and hazardous waste industry of New Jersey:

MXI ENVIRONMENTAL SERVICES LLC

As a Department-approved broker, this entity may charge a commission or fee to arrange for the transportation or disposal of solid waste or hazardous waste within this State. N.J.A.C. 7:26-16.2.

Please be advised that the license hereby issued is a **"conditional"** license and is modified by the terms and conditions as specified on the attached document as they have been put forth by the Attorney General's Office. Failure to meet the specified conditions will result in the revocation of this license.

This license authority is only issued to MXI Environmental Services LLC for its exclusive use and control, and it must be renewed annually by filing the Annual License Update form as well as any other change of information concerning your company or its operation as required by the Department.

Please note that you are required to obtain a Certificate of Public Convenience and Necessity (CPCN) prior to acting as a broker for solid waste. An application is enclosed. You may act as a broker for hazardous waste without a CPCN. Questions regarding the CPCN should be directed to (609) 633-1389.

Sincerely,

Roxanne Feasel

Roxanne Feasel, Permit Coordination Officer
Planning & Licensing

Enclosure
c: DSFC James Mager, NJSP
Akeel Qureshi, DAG, DOL
Suzanne Conway, NJDEP, SWUCA
John Barry, NJDEP, TOU
005294 - PI 754789

MXI Environmental Services LLC

Condition of Waste Broker License: Certification of Public Convenience and Necessity

The licensee must obtain a Certificate of Public Convenience & Necessity ("CPCN") before brokering solid waste in this State.

Condition of Waste Broker License and Notice to Licensee: Key Employee Disclosures

All supervisory or discretionary decisions with respect to solid waste operations can only be made by key employees disclosed to the Department pursuant to N.J.S.A. 13:1E-127(f). Therefore, MXI Environmental Services LLC is required to file a Personal History Disclosure for all key employees; that is, any supervisors, or any individuals empowered by MXI Environmental Services LLC to make discretionary decisions with respect to the solid waste operations of the company. MXI Environmental Services LLC must file a Personal History Disclosure for these individuals regardless of whether they are employees of MXI Environmental Services LLC or independent contractors.

Condition of Waste Broker License: Broker Must Only Engage the Services of A-901 Licensed Transporters

The licensee must only engage the solid or hazardous transportation services of A-901 licensed entities. All transporters must comply with State and Federal transportation requirements, and have current decals affixed to their equipment. Further, in the case of hazardous waste transportation, the A-901 transporter must be licensed specifically by the Department to transport hazardous waste.

Condition of Waste Broker License: Official Company Name

The State of New Jersey, Division of Commercial Recordings database indicates that this company is registered as MXI Environmental Services LLC (commercial record number: 0600096334), which is the official company name licensed as a waste broker in New Jersey. Therefore, you are required to conduct all solid waste business activities and operations under the registered and licensed name of: MXI Environmental Services LLC, including, but not limited to, billing and invoices, insurance, and all state and federal identification numbers and registrations.

Condition of Waste Broker License: Prohibition of Sale of License

Pursuant to N.J.S.A. 13:1E-133: If, at any point subsequent to issuance of this license, this company has no solid waste equipment registered with NJDEP, or has no customers: the owners are prohibited from effecting any transaction which results in a change in majority ownership of the company, until NJDEP has reviewed disclosure statements from the proposed new owners and approved their participation in the New Jersey solid waste industry in accordance with N.J.S.A. 13:1E-126 to 135.

Condition of Waste Broker License: Attendance at a NJDEP Compliance Assistance Workshop on A-901 and related laws

All key employees (that is, any supervisors, or any individuals empowered by MXI Environmental Services LLC to make discretionary decisions with respect to the brokering operations of the company) must attend a Compliance Assistance Workshop offered by NJDEP within 90 days of the date of this license. Please email annamaria.penaherrera@dep.nj.gov for further information.

CERTIFICATION FOR HAZARDOUS WASTE BROKERS

I certify that I am Craig Potter (Your Name) the Vice President (Title) of MXI Environmental Services LLC, and am authorized to make this certification/affidavit on behalf of MXI Environmental Services LLC, and that I have personal knowledge of the facts set forth below.

I understand that I must obtain a Certificate of Public Convenience & Necessity ("CPCN") before I can broker solid waste in the State. Without a CPCN, I may only broker hazardous waste.

I further certify that I will not broker solid waste in the State of New Jersey without first applying for and obtaining a CPCN.

I am aware that if any of the foregoing information or statement is willfully false, I am subject to punishment.

Signature: Craig J Potter Date: 6/22/2017

HAZARDOUS WASTE BROKERS – PLEASE MAIL THIS COMPLETED FORM TO:

NJDEP, PLANNING & LICENSING, ROXANNE FEASEL, A-901 UNIT, 401 E. STATE STREET, PO BOX 420, MAIL CODE: 401-02C, TRENTON, NJ 08625-0420

f: #005294

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid and Hazardous Waste
MAIL CODE 401-02C, P.O. BOX 420
TRENTON, NJ 08625-0420
TEL: 609-984-4250
FAX: 609-777-1951
www.state.nj.us dep/dshw

BOB MARTIN
Commissioner

Acknowledgement and Agreement

By accepting this license, I hereby agree to comply with the conditions of this license, which shall be enforceable as a final agency order in the Superior Court of New Jersey, under NJ Court Rule 4:67-6. I agree not to contest the terms or conditions of this license in any action to enforce the conditions contained within this license.

Date	Ronald Potter-Print Name	Signature	Title
7/19/17	Ronald Potter	Ronald Potter	Managing Member
7/18/17	Brian Potter	Brian Potter	Member
6/22/2017	Craig Potter	Craig Potter	Vice President

Re: MXI Environmental Services LLC
#005294

This Certificate is Non-Transferable

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Department of Environmental Protection
Division of Solid & Hazardous Waste
Bureau of Planning & Licensing
401 East State Street, Mail Code 401-02C
P.O. Box 420
Trenton, New Jersey 08625

BOB MARTIN
Commissioner

CERTIFICATE
Of
PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: MXI ENVIRONMENTAL SERVICES LLC

STREET ADDRESS
27 SUTTON ROAD
LEBANON, NEW JERSEY 08833

MAILING ADDRESS
27 SUTTON ROAD
LEBANON, NEW JERSEY 08833

SW NUMBER: SW3354

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. **CF2017-051**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

Date of Issue: 12-01-2017

Seth Hackman, Supervisor
Bureau of Planning & Licensing

New Jersey is an Equal Opportunity Employer. Printed on Recycled Paper and Recyclable

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ACKNOWLEDGEMENT OF NOTIFICATION OF REGULATED WASTE ACTIVITY (VERIFICATION)

This is to acknowledge that you have filed a Notification of Regulated Waste Activity for the installation located at the address shown below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation is identified below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Biennial Reports that are from generators of hazardous waste, for Biennial Reports from hazardous waste treatment, storage, and disposal facilities; on all applications for State or Federal Hazardous Waste Permits; and other hazardous waste management reports and documents required under Subtitle C of RCRA. The EPA Identification Number is also necessary to manage, collect, and transport waste oil in the state of Pennsylvania.

The Pennsylvania Hazardous Waste Management regulations closely mirror the Federal regulations. Links to Pennsylvania's regulations, along with Fact Sheets, Compliance Guides and much more useful compliance information may be found on the Department's Hazardous Waste Web page at www.dep.state.pa.us. The Hazardous Waste page is found under subjects "H" for Hazardous Waste.

EPA ID NO.:
PAR000520940
LQG HANDLER OF UNIVERSAL WASTE

INSTALLATION ADDRESS:
MXI ENVIRONMENTAL SERVICES LLC
297 ZIMMERMAN LN
LANGHORNE PA 19047

MAILING ADDRESS:
MXI ENVIRONMENTAL SERVICES LLC
Attn: RONALD POTTER
297 ZIMMERMAN LN
LANGHORNE PA 19047

March 23, 2010

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, May 19, 2000

This is to certify that a certificate of authority to transact business in Virginia was this day issued and admitted to record in this office for

MAUMEE EXPRESS, INC.

a corporation organized under the laws of NEW JERSEY and that the said corporation is authorized to transact business in Virginia, subject to all Virginia laws applicable to the corporation and its business.

State Corporation Commission
Attest:

Joel H. Peck

Clerk of the Commission

C1S0436

EPA

ACKNOWLEDGEMENT OF NOTIFICATION OF REGULATED WASTE ACTIVITY (VERIFICATION)

This is to acknowledge that you have filed a Notification of Regulated Waste Activity for the Installation located at the address shown below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation is identified below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Biennial Reports that generators of hazardous waste, and owner and operators of hazardous waste treatment, storage and disposal facilities must file with EPA: on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA ID No.:
VAR000503912

Installation Address:
MAUMEE EXPRESS INC
26319 Old Trail Road
Abingdon, VA 24210

Mailing Address:
Attn: Chris Widener, Mgr
PO Box 1537
Abingdon, VA 24212
276-628-1156

Generator Status:
Transporter

1= Large Quantity Generator
2= Small Quantity Generator
3= Conditionally Exempt Small Quantity Generator

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND ENERGY

CHRISTINE TODD WHITMAN
Governor

Division of Solid Waste Management
CN 414
Trenton, NJ 08625-0414
Tel.# 609-530-4004
Fax.# 609-530-4000

IN THE MATTER OF THE APPLICATION BY MAUMEE EXPRESS, INC. FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO TRANSPORT SOLID WASTE	)))))	SOLID WASTE ORDER DOCKET NO. CE05940066

Ronald Potter, President, 713 D East Main Street, Bridgewater, Jersey 08807 for Maumee Express, Inc.

Celia D. Elie, Program Development Specialist II, on behalf of the Bureau of Registration, Division of Solid Waste Management.

On May 26, 1994, Maumee Express, Inc. (Applicant), a licensed hazardous waste transporter in the State of New Jersey, located at 713 D East Main Street, Bridgewater, NJ 08807 filed an application with the Department of Environmental Protection and Energy (Department) pursuant to N.J.S.A. 48:13A-6, for a Certificate of Public Convenience and Necessity (Certificate) to engage in the business of solid waste transportation.

Pursuant to N.J.S.A. 48:13A-6, persons are not permitted to engage in the solid waste transportation, collection or disposal business unless they hold a Certificate, are qualified by experience, training or education and the proposed collection or disposal system is registered with and approved by the Department.

The Applicant proposes to transport small quantities of solid waste incidental to the transportation of hazardous waste for various clients. The Applicant has agreed that the transportation of this incidental solid waste will always be listed on a hazardous waste manifest and transported to an authorized hazardous waste Transfer, Storage and Disposal Facility, either in New Jersey or out of state unless it constitutes source separated recyclable materials which are transported to an approved recycling facility. As requested by the Department, the Applicant has submitted an Affidavit that sets forth the criteria for its transportation of this incidental solid waste.

The Applicant submitted a copy of its notice of approval dated November 27, 1991, obtained after meeting the requirements of N.J.S.A. 13:1E -

126 et seq. (A-901).

After review of the application as filed, the Department FINDS that the Applicant has met the necessary requirements as to sufficient equipment to conduct the proposed operations in New Jersey, A-901 approval, experience and training to be granted a Certificate. Therefore, the Department HEREBY AUTHORIZES the issuance of a Certificate identified as SW No. 1878, to engage in the solid waste transportation business in New Jersey as specified hereinabove. Operations authorized herein are subject to the rights and duties of public utilities as set forth in Title 48, New Jersey Statutes Annotated and Title 14, New Jersey Administrative Code. Further, the Department HEREBY ACCEPTS the Affidavit (attached hereto) whereby the Applicant certifies that it will adhere to the above criteria in the transportation of solid waste which will exempt the Applicant from the necessity of filing a tariff as required by N.J.A.C. 14:3-11.7.

This Order shall not limit, prevent, or in any manner affect the authority of the Department or State to institute any proceeding, civil, criminal, regulatory, or administrative, in any federal or state court or agency with respect to anti-trust, monopoly, or restraint of trade issues, "fitness to serve" or other activities of the parties to this proceeding. Nor shall this Order limit, prevent, or in any manner affect the authority of the Department, or any federal or state court or agency.

Should the fitness to serve of Maumee Express, Inc. be successfully challenged in any legal and/or administrative proceeding, or should Maumee Express, Inc. or its owner, officer or employees be found to have violated any statutory or regulatory provision, the Department hereby reserves its right to amend, change, and/or rescind such provisions of this Order, as in its judgement the public good may demand.

Moreover, this Order is conditional and contingent upon Maumee Express, Inc. registering its vehicles with the Department within ninety (90) days of the date of this Order. Applicant's Certificate will be issued subsequent to its vehicle registration. Further, this Order grants approval to operate only to the extent consistent with the application, affidavit and supporting documents incorporated herein by reference. Should Maumee Express, Inc. expand the scope of its solid waste operations without seeking approval to do so, including filing a tariff, the Applicant shall be subject to penalties and fines pursuant to applicable law.

DATED:

DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND ENERGY
BY:

Kenneth T. Hart, Director
Division of Solid Waste Management

This Certificate is Non-Transferable.

No. SW 1878

State of New Jersey

Department of Environmental Protection and Energy
Division of Solid Waste Management

CERTIFICATE
OF
PUBLIC CONVENIENCE AND NECESSITY

Hereby issued to:

NAME Maumee Express, Inc.

ADDRESS 713 D East Main Street, Bridgewater, New Jersey 08807

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY.

NJDEPE/DSWM CERTIFICATE NO. 18582

The authority granted herein shall not exceed that requested and applied for in the application and tariff, Docket No. CF05940066

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. AND FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION, CHANGE, OR REVOCATION, PURSUANT TO N.J.S.A. 48:1-1 ET. SEQ.

Date of Issue

NJDEPE, Division of Solid Waste Management

Director

SWM-044
1/92

State of New Jersey
Department of Environmental Protection and Energy
Division of Solid Waste Management
CN 414
Trenton, NJ 08625-0414
Tel. # 609-530-8591
Fax. # 609-530-8899

Scott A. Weiner
Commissioner

Steven Gabel
Director

November 27, 1991

Maumee Express, Inc.
44 Wall Street
Princeton, NJ 08872

Re: Solid Waste Transporter License
N.J.S.A. 13:1E-126 et seq.

Dear Mr. Potter:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection and Energy. Based on our review of the investigative report and the disclosure statement, your other application papers, and the Department's enforcement history, the Department is issuing a solid waste transporter license to Maumee Express, Inc. This license must be renewed annually by filing the annual license update form and any other information concerning your company or its operation as required by the Department.

This letter will serve as documentation that Maumee Express, Inc. has been issued a solid waste transporter license. A license certificate will follow at a later date. Please fill out the enclosed application to register your company's equipment prior to initiating business activities.

If you have any further questions concerning this license, please contact Dean Fuller at (609) 530-8212. For any questions regarding equipment registration, please contact Michael Nalbone at (609) 530-4004.

Sincerely,

Charles E. DeWeese, P.E.
Assistant Director
Office of Investigation
and Enforcement

Enclosure
c: Rai Belonzi, Chief BCE, DSWM
Thomas Kearns, Chief BR, DSWM
Dean Fuller, DSWM
Michael Nalbone, BR, DSWM
Harley Williams, DAG

Pennsylvania Department of Environmental Protection

2 East Main Street
Norristown, PA 19401
December 12, 2005

Southeast Regional Office

Phone: 484-250-5960
Fax: 484-250-5961

Mr. Ronald S. Potter
Maumee Express, Inc.
P.O. Box 278
Somerville, NJ 08876

Re: In-transit Storage
287 Zimmerman Lane
Bristol Township
Bucks County

Dear Mr. Potter:

The Department has finished the review of your request to extend the time of your in-transit storage at your Bristol facility. The extension from 3 to 10 days is approved.

If you have any questions concerning this matter, please feel free to call me at 484-250-5746.

Sincerely,

James A. Pagano
Waste Management Supervisor
Waste Management Program

cc: Mr. Page
Mr. Baker
File
Re (GJS05)346

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
ADVANCED CHEMICAL COMPANY	WARWICK , RI	Hazardous Industrial/Commercial	
ADVANCED DISPOSAL GREENTREE LANDFILL, LLC	KERSEY , PA	Non-Hazardous Industrial/Commercial	
AERC RECYCLING SOLUTIONS (MITCHELL AVE)	ALLENTOWN , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
ALLIED WASTE CARBON LIMESTONE LANDFILL	LOWELLVILLE , OH	Non-Hazardous Industrial/Commercial	
AMERICAN BIO MASS	WALTERBORO , SC	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
AMERICAN ENVIRONMENTAL SERVICES	CALVERT CITY , KY	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
AMERICAN LAMP RECYCLING, LLC	MARLBORO , NY	Universal Waste	
BETHLEHEM APPARATUS COMPANY, INC	HELLERTOWN , PA	Non-Hazardous Industrial/Commercial	
CALGON CARBON CORP	CATLETTSBURG , KY	Hazardous Industrial/Commercial	
CASIE ECOLOGY OIL SALVAGE INC	VINELAND , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Hazardous Industrial/Commercial Waste Oil	
CHEMTRON CORPORATION	AVON , OH	Non-Hazardous Industrial/Commercial Asbestos Hazardous Industrial/Commercial Waste Oil	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NOTE: By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the Environmental Conservation Law, all applicable regulations, and the General Conditions printed on the back of this page.

ADDRESS:

New York State Department of Environmental Conservation
Division of Materials Management - Waste Transporter Program
625 Broadway, 9th Floor
Albany, NY 12233-7251

AUTHORIZED SIGNATURE: Laura Stevens Digitally signed by Laura Stevens Date: 2024.03.12 07:48:46 -04'00' Date: ____/____/____

GENERAL CONDITIONS

The permittee must:

1. Carry a copy of this waste transporter permit in each vehicle to transport waste. Failure to produce a copy of the permit upon request is a violation of the permit.

2. Display the full name of the transporter on both sides of each vehicle and display the waste transporter permit number on both sides and rear of each vehicle containing waste. The displayed name and permit number must be in characters at least three inches high and of a color that contrasts sharply with the background.

3. Transport waste only in authorized vehicles. An authorized vehicle is one that is listed on this permit.

4. Submit to the Department a modification application for additions/deletions to the authorized fleet of vehicles. The permittee must wait for a modified permit before operating the vehicles identified in the modification application.

5. Submit to the Department a modification application to add a new waste category or a new destination facility, or to change the current waste or destination facility category. The permittee must wait for a modified permit before transporting new waste types or transporting to new destination facilities.

6. Submit to the Department a modification application for change of address or company name.

7. Comply with requirements for placarding and packaging as set forth in New York State Transportation Law as well as any applicable federal rules and regulations.

8. Contain all wastes in the vehicle so there is no leaking, blowing, or other discharge of waste.

9. Use vehicles to transport only materials not intended for human or animal consumption unless the vehicle is properly cleaned.

10. Comply with requirements for manifesting hazardous waste, regulated medical waste, or low-level radioactive waste as set forth in the New York State Environmental Conservation Law and the implementing regulations. Transporters who provide a pre-printed manifest to a generator/shipper/ offeror of regulated waste shall ensure that all information is correct and clearly legible on all copies of the manifest.

11. Deliver waste only to transfer, storage .. treatment and disposal facilities authorized to accept such waste. Permittee must demonstrate that facilities are so authorized if requested to do so.

12. Maintain liability insurance as required by New York State Environmental Conservation Law.

13. Maintain records of the amount of each waste type transported to each destination facility on a calendar-year basis. The transporter is obligated to provide a report of this information to the Department at the time of permit renewal, or to any law enforcement officer, if requested to do so.

14. Pay regulatory fees on an annual basis. Non-payment may be cause for revocation or suspension of permit.

15. This permit is not transferrable. A change of ownership will invalidate this permit.

16. This permit does not relieve the permittee from the obligation to obtain any other approvals or permits, or from complying with any other applicable federal, state, or local requirement.

17. Renewal applications must be submitted no less than 30 days prior to the expiration date of the permit to:

New York State Department of Environmental Conservation
Division of Materials Management, Waste Transporter Program
625 Broadway, 9th Floor
Albany, NY 12233-7251

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
CLEAN EARTH OF MORGANTOWN	MORGANTOWN , WV	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
CLEAN EARTH OF NORTH JERSEY	KEARNY , NJ	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
CLEAN EARTH OF PHILADELPHIA	PHILADELPHIA , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN HARBORS DEER PARK	LAPORTE , TX	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
CLEAN HARBORS EL DORADO, LLC	EL DORADO , AR	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Waste Tires Grease Trap Waste Hazardous Industrial/Commercial Waste Oil	
CLEAN HARBORS PPM, LLC	TWINSBURG , OH	Hazardous Industrial/Commercial	
CLEAN HARBORS REIDSVILLE, LLC.	REIDSVILLE , NC	Hazardous Industrial/Commercial	
Clean Water of New York Inc	Staten Island , NY	Non-Hazardous Industrial/Commercial Waste Oil	
COLT REFINING, INC.	MERRIMACK , NH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
CONESTOGA LANDFILL	MORGANTOWN , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
COVANTA HAVERHILL, INC.	HAVERHILL , MA	Non-Hazardous Industrial/Commercial	
Covanta Niagara I, LLC	Niagara Falls , NY	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
COVANTA UNION INC	RAHWAY , NJ	Non-Hazardous Industrial/Commercial	
CUMBERLAND COUNTY LF-NEWBURG	NEWBURG , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CWM CHEMICAL SERVICES LLC	MODEL CITY , NY	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
CWM CHEMICAL SERVICES LLC	MODEL CITY , NY	Hazardous Industrial/Commercial Waste Oil	
CYCLE CHEM (NJ)	ELIZABETH , NJ	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Hazardous Industrial/Commercial Waste Oil	
CYCLE CHEM (PA)	LEWISBERRY , PA	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Grease Trap Waste Hazardous Industrial/Commercial Waste Oil	
DCS,DISPOSAL CONSULTING SERVICES, INC.	PISCATAWAY , NJ	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
DYNAMIC RECYCLING LLC	BRISTOL , TN	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
E. I. DUPONT DENEMOURS AND COMPANY	DEEPWATER , NJ	Hazardous Industrial/Commercial	
ECOFLO	GREENSBORO , NC	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
ENVIRITE OF PENNSYLVANIA	YORK , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
ENVIRONMENTAL ENTERPRISES, INC	CINCINNATI , OH	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Hazardous Industrial/Commercial	
ENVIRONMENTAL PROTECTION SERVICES	WHEELING , WV	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
ENVIRONMENTAL QUALITY COMPANY	BELLEVILLE , MI	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Hazardous Industrial/Commercial	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
ENVIROSAFE SERVICES OF OHIO, INC.	OREGON , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
EnviroSense, Int'l Ltd / Advanced Recycling Technology	Depew , NY	Non-Hazardous Industrial/Commercial	
EQ DETROIT, INC (US ECOLOGY DETROIT SOUTH)	DETROIT , MI	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Hazardous Industrial/Commercial	
EQ OF YORK (ENVIRITE OF PENNSYLVANIA)	YORK , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
EWS ALABAMA	GLENCOE , AL	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
EXIDE CORPORATION	READING , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
GENERAL ENVIRONMENTAL MANAGEMENT	CLEVELAND , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
GIANT RESOURCE RECOVERY-SUMTER	SUMTER , SC	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
HERITAGE CRYSTAL CLEAN	INDIANAPOLIS , IN	Hazardous Industrial/Commercial	
HERITAGE CRYSTAL CLEAN LLC	PENNSAUKEN , NJ	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Waste Oil Universal Waste	
HERITAGE CRYSTAL CLEAN, LLC	FAIRLESS HILLS , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Waste Oil	
HERITAGE ENVIRONMENTAL SERVICES, LLC	INDIANAPOLIS , IN	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Universal Waste	
HERITAGE WTI, INC.	EAST LIVERPOOL , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
HUKILL CHEMICAL CORPORATION	BEDFORD , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
Hyland Landfill	Angelica , NY	Non-Hazardous Industrial/Commercial	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Hyland Landfill	Angelica , NY	Asbestos Petroleum Contaminated Soil Sludge from Sewage or Water Supply Treatment Plant	
IMPERIAL LANDFILL	IMPERIAL , PA	Non-Hazardous Industrial/Commercial Asbestos	
JG ENVIRONMENTAL	LANCASTER , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
LEI INC.	HAMMOND , LA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
LIGHTING RESOURCES	GREENWOOD , IN	Hazardous Industrial/Commercial	
MAX ENVIRONMENTAL TECHNOLOGIES	YUKON , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Hazardous Industrial/Commercial	
MERCURY WASTE SOLUTIONS	UNION GROVE , WI	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
METALLIC RESOURCE	TWINSBURG , OH	Hazardous Industrial/Commercial	
MICHIGAN DISPOSAL WASTE TREATMENT PLANT	BELLEVILLE , MI	Non-Hazardous Industrial/Commercial Asbestos Petroleum Contaminated Soil Sludge from Sewage or Water Supply Treatment Plant Hazardous Industrial/Commercial	
MODERN LANDFILL	YORK , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
MXI ENVIRONMENTAL SERVICES	ABINGDON , VA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Waste Oil Universal Waste	
MXI ENVIRONMENTAL SERVICES, LLC	Langhorne , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Universal Waste	
NORLITE, LLC	COHOES , NY	Hazardous Industrial/Commercial Waste Oil	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
NSSI/RECOVERY SERVICES, INC	HOUSTON , TX	Hazardous Industrial/Commercial	
PETROCHEM PROCESSING GROUP OF NORTRU LLC	DETROIT , MI	Hazardous Industrial/Commercial	
RELDAN METALS/ABINGTON METAL REFINING &MFG	FAIRLESS HILLS , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
REPUBLIC ENVIRONMENTAL SYSTEMS (PA) INC.	HATFIELD , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Hazardous Industrial/Commercial	
REVERE SMELTING & REFINING CORPORATION	MIDDLETOWN , NY	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
RINECO CHEMICAL	BENTON , AR	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial Waste Oil	
ROSS INCINERATION SERVICES, INC.	GRAFTON , OH	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Hazardous Industrial/Commercial Waste Oil	
SABIN METAL CORPORATION	SCOTTSVILLE , NY	Hazardous Industrial/Commercial	
SAFETY-KLEEN SYSTEMS, INC	LINDEN , NJ	Non-Hazardous Industrial/Commercial Waste Oil	
SAFETY-KLEEN SYSTEMS, INC.	SMITHFIELD , KY	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
SET ENVIRONMENTAL INC	HOUSTON , TX	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
SIEMENS WATER TECHNOLOGIES CORP.	ROSEVILLE , MN	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
SOUTHEASTERN PUBLIC SERVICE AUTHORITY	PORTSMOUTH , VA	Non-Hazardous Industrial/Commercial	
SPIRIT SERVICES, INC. (ELLIOT PKWY)	WILLIAMSPORT , MD	Non-Hazardous Industrial/Commercial	
SYSTECH ENVIRONMENTAL	PAULDING , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TECHNIC, INC.	CRANSTON , RI	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TIER ENVIRONMENTAL SERVICES	GAP , PA	Non-Hazardous Industrial/Commercial	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
TIER ENVIRONMENTAL SERVICES	GAP , PA	Hazardous Industrial/Commercial	
TOXCO	BALTIMORE , OH	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TRADEBE TREATMENT & RECYCLING, LLC	EAST CHICAGO , IN	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TRIUMVIRATE ENVIRONMENTAL	BALTIMORE , MD	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TRIUMVIRATE ENVIRONMENTAL INC.	STAFFORD , VA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
TRIUMVIRATE ENVIRONMENTAL, (NYC) LLC	ASTORIA , NY	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
UN ECOLOGY	ROBSTOWN , TX	Hazardous Industrial/Commercial	
VEOLIA ENVIRONMENTAL SERVICE, LLC	SAUGET , IL	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
VEOLIA ENVIRONMENTAL SERVICES	PORT ARTHUR , TX	Hazardous Industrial/Commercial	
VEOLIA ES TECHNICAL SOLUTIONS (FORMERLY ONYX)	FLANDERS , NJ	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	
VEXOR TECHNOLOGY, INC	MEDINA , OH	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
VICKERY ENVIRONMENTAL, INC.	VICKERY , OH	Hazardous Industrial/Commercial	
VLS PIEDMONT, LLC	MAULDIN , SC	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Waste Oil	
VLS SOLUTIONS, LLC	LANCASTER , PA	Non-Hazardous Industrial/Commercial Grease Trap Waste Waste Oil	
WASTE RECOVERY SOLUTIONS, INC.	MYERSTOWN , PA	Non-Hazardous Industrial/Commercial	
WHEELABRATOR BALTIMORE L.P.	BALTIMORE , MD	Non-Hazardous Industrial/Commercial	
WHEELABRATOR FALLS INC	MORRISVILLE , PA	Non-Hazardous Industrial/Commercial	
WINFIELD ALLOY INC.	LAWRENCE , MA	Hazardous Industrial/Commercial	
WM AMERICAN LANDFILL	WAYNESBURG , OH	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)
The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
WORLD RESOURCES COMPANY	POTTSVILLE , PA	Non-Hazardous Industrial/Commercial Hazardous Industrial/Commercial	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. NJ-334

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

MAUMEE EXPRESS, INC.
297 ZIMMERMAN LANE
LANGHORNE, PA 19047

PERMIT TYPE:

☐ NEW
■ RENEWAL
☐ MODIFICATION

CONTACT NAME:	RONALD POTTER/JOHN BROTHERS	EFFECTIVE DATE:	04/01/2024
COUNTY:	OUT OF STATE	EXPIRATION DATE:	**03/31/2025**
TELEPHONE NO:	(800)742-5542	US EPA ID NUMBER:	NJD986607380

AUTHORIZED VEHICLES:
The Permittee is Authorized to Operate the Following Vehicles to Transport Waste:

(Vehicles enclosed in <>'s are authorized to haul Residential Raw Sewage and/or Septage only)

89 (Eighty Nine) Permitted Vehicle(s)

ME 2175508	NJ TKS58U
ME 255077E	NJ TKS59U
ME 255078E	NJ TKS62U
ME 255079E	NJ TKZ86S
ME 255080E	NJ TLK71F
ME 255081E	NJ TLY27C
ME 266784A	NJ TMF10E
ME 266785A	NJ TMF11E
ME 266786A	NJ TMU63G
ME 266787A	NJ TNW83T
ME 266788A	NJ TNW84T
ME 2836617	NJ TNW85T
ME 2836618	NJ TNW86T
ME 2836619	NJ TNW87T
ME 2836620	NJ TPL57Y
ME 2836621	NJ TPL59W
ME 2940096	NJ TPT83S
ME 2940097	NJ TPT84S
ME 2940098	NJ TPT85S
ME 2940099	NJ TPT86S
ME 2940100	NJ TPT87S
ME 525077E	NJ TPT88S
ME 525078E	NJ TPT90S
ME 525079E	NJ TPT91S
ME 525080E	NJ TPT92S
ME 525081E	NJ TPT93S
NJ AF548X	NJ TSV12L
NJ AT515U	NJ TSV13L
NJ AT524N	NJ TSV14L
NJ AT530N	NJ TSV15L
NJ AW264L	NJ TSV16L
NJ AW703M	NJ TSV17L
NJ AW785P	NJ TSV18L
NJ AX108K	NJ TSV19L
NJ AX109K	NJ TSV201
NJ TAB6071	NJ TSV21L
NJ TAS54H	NJ TTT34Z
NJ TCL87S	NJ TTT35Z
NJ TEM68J	NJ TTT36Z
NJ TEM70J	NJ TTT37Z
NJ THR14K	NJ TTT43Z
NJ TJP40Z	NJ TTT44Z
NJ TJP41Z	NJ XEDK72
NJ TJP42Z	TN E249HV
NJ TKS35T	End of List

DEPARTMENT OF THE TREASURY – BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

OPERATING PERMIT

UNDER 26 U.S.C. 5171 (D)

1. PERMIT NO.
OP-VA-20

2. EFFECTIVE DATE
OCT 8 2003

3. DATE OF APPLICATION
MARCH 10, 2003

4. NAME OF PERMITTEE AND ADDRESS OF PERMIT PREMISES

MXI ENVIRONMENTAL SERVICES LLC
26319 Old Trail Road
Abingdon, VA 24210

5. PERMIT GRANTED FOR THE FOLLOWING OPERATIONS

Distilling for Industrial Use, Denaturing Spirits and Manufacturing Articles at DSP-VA-33.

6. LIMITATION

Pursuant to application and subject to applicable law and regulations and to the conditions set forth on the reverse side of this permit, you are hereby authorized to engage, at the above address, in the operations specified herein.

This permit is continuing, and will remain in force until suspended, revoked, voluntarily surrendered, or automatically terminated.

This Permit is not transferable. In the event of any lease, sale, or other transfer of the operations authorized, or of any other change in the proprietor of such operations, this permit shall automatically terminate. (If permittee is a corporation or partnership, see reverse side.)

7. SIGNATURE OF DISTRICT DIRECTOR, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

BY AUTHORITY OF DD:

ATF F 5110.23 (1-80) REPLACES ATF FORM 2604 WHICH IS OBSOLETE

MXI ENVIRONMENTAL SERVICES, LLC
Equal Opportunity Employer

PERSONNEL QUALIFICATIONS

MXI Environmental Services LLC., project managers, chemists/technicians have extensive training and experience in HHW collection events. Our proposed staff consists of skilled workers who ensure your operation(s) comply with public safety and environmental laws and regulations. In addition to their formal education, all chemists have, at a minimum, completed all EPA training per 40 CFR 264.16, all OSHA training per 29 CFR 1910, and various other training modules (i.e., DOT, CDL, emergency response, etc.). These individuals have performed numerous pickups involving packaging and removing laboratory chemicals from academic institutions and household hazardous waste collections from local municipalities. Our lead chemists have specific training and more than five years of experience in the characterization of waste materials and packaging and removing hazardous wastes.

Onsite Responsibilities

Project Manager –
The *Project Manager* will interface with the On-Site County Coordinator during Household Hazardous Waste Collection events. As the single point of contact, the Project Manager will provide overall management of the project, including site setup and general supervision of the event. The Project Manager has extensive work experience performing numerous Household Hazardous Waste Collections. The Project Manager will be involved in the collection program, including personnel, equipment, transportation, and disposal for this contract.

Lead Chemist -
A *Lead Chemist* is responsible for adequately categorizing and packing the waste, generating packing lists, properly labeling the drums, and preparing all necessary regulatory documentation and certifications, including drafting various Hazardous Waste Manifests. The Chemist will also serve as the emergency coordinator in the case of an emergency. All our chemists have job-specific training and experience in the characterization of waste materials and the packaging and removal of hazardous wastes.

Household Hazardous Waste Technicians - Varies
Waste Technicians are responsible for assisting with site set-up, surveying and unloading waste from the resident's cars, supporting the initial sorting of materials, applying labels on containers, and assisting in loading the final shipping containers onto vehicles—general housekeeping functions such as sweeping, picking up, and disposal of non-hazardous trash.

MXI Environmental Services LLC. believes its employees are the most valuable asset in performance and contract compliance. The attached is representative of our Key Personnel experience. Training certificates are included.

Key Personnel Environmental Experience

Brian Potter — **18 years experience**

- Chief Operating Officer

Craig Potter — **18 years experience**

- Vice President Business Development

John Brothers — **16 years experience**

- VP Environmental Health and Safety

Marc Kodrowski — **32 years experience**

- Director Special Projects

Gordon Muncey — **32 years experience**

- VP of Operations-Environmental SE

John Twiddy — **7 years experience**

- Business Development Manager

Austin Robbins — **5 years experience**

- Material Recovery Facility Manager

Thomas Shell Jr — **30 years experience**

- Lead Chemist/Technician

Chris Van Namee — **6 years experience**

- Project Manager

James Righetti	**11 years experience**
• Project Manager	
Jeffrey Compton	**7 years experience**
• Latex Paint Facility Manager	
Mickey Balthazr	**24 years experience**
• Lead Field Service Technician, Project Manager, HHW Coordinator	
Logan Johnson	**5 years experience**
• Lead Field Services Chemist, Project Manager	
Drew Mawson	**5 years experience**
• Account Manager, Project Manager	
Brent Frick	**4 years experience**
• Account Manager, Project Manager	

Brian Potter

Chief Operating Officer

Maumee Express | Dynamic Recycling LLC | MXI Environmental Services

AREAS OF EXPERTISE

As a Chief Operating Officer, I have been entrusted with decision-making responsibilities for key operations, including the Material Recovery Facility, Distilled Spirits Facility, and a Long-haul Hazardous Transportation company.

PROFESSIONAL SUMMARY

Throughout my career, I have accumulated extensive experience in various leadership roles. I have commanded a 180-man support organization, overseeing reconnaissance and medical support. Additionally, I have supervised a 45-man and 22-vehicle organization responsible for ammunition, fuel, and transportation, catering to a staff of 750 individuals. Furthermore, since 2006, I have served as the Chief Operating Officer for the Material Recovery Facility, Distilled Spirits Facilities, and the long-haul hazardous transport company.

DETAILED EXPERIENCE

Chief Operating Officer, Material Recovery Facility, Distilled Spirits Facilities, and long-haul hazardous transport company (Since 2006): As the Chief Operating Officer, I am responsible for overseeing the overall activities at the Material Recovery Facility and Distilled Spirits Facilities, which includes handling both hazardous and non-hazardous waste.

EDUCATION

The University of Missouri Rolla

United States Military Academy at West Point

CERTIFICATION

40 Hour OSHA Trained (29 CFR 1910.120), Annual 8 Hour Refreshers, Confined Space Entry, RCRA Hazardous/Toxic Waste Management, Hazardous Waste Training, DOT Hazardous Materials 181, Hazardous Security, Respirator Training, Asbestos Abatement

EMPLOYMENT HISTORY

US Army, Fort Bragg (2000-2005)

MXI Environmental Services LLC | Dynamic Recycling LLC | Maumee Express Inc. (2006-Current)

MXI Environmental Services, LLC
Maumee Express, Inc.

HAZARDOUS MATERIALS TRAINING CERTIFICATION

THIS IS TO CERTIFY THAT

BRIAN POTTER

HAS SUCCESSFULLY COMPLETED THE COURSE ENTITLED

40 HOUR HAZARDOUS WASTE SITE WORKERS TRAINING AS REQUIRED BY OSHA 29CFR 1910.120

October 27, 2006

AUTHORIZED BY
Ronald Potter, President

COURSE INSTRUCTOR
Joseph D. Angelone, CHMM

Craig Potter

Vice President of Business Development

Maumee Express Inc | MXI Environmental Services LLC

AREAS OF EXPERTISE

Supervision of Northeast Region Transportation and Material Recovery Facility (MRF). Coordination of HHW/Agricultural/Hazardous waste collection programs throughout the Northeastern United States.

PROFESSIONAL SUMMARY

Mr. Craig Potter possesses a commendable 17-year tenure in the Hazardous Waste Industry, which began with an internship at a hazardous waste firm, followed by valuable experience in the power generation field.

DETAILED EXPERIENCE

Project Manager - HHW Collection Events (Hazardous Waste Disposal Firm) Mr. Potter adeptly manages HHW Collection events for a hazardous waste disposal firm. As a Branch Manager, Mr. Potter holds pivotal responsibilities, including dispatching equipment, overseeing inventory management, supervising the loading and reloading of equipment for events, and overseeing recycling programs. MRF Supervisor - In this role, Mr. Potter supervises the Lab Pack Repack and Processing Area at a Material Recovery Facility operated by a hazardous waste disposal firm. His duties encompass efficiently handling receipt, consolidation, processing, and bulking of HHW and Agricultural materials received and processed at the MRF. As a Field Technician, Mr. Potter plays a crucial role in the hazardous waste firm, undertaking tasks such as chemical lab packing, field sampling, emergency response, and hazard identification. He possesses extensive expertise in HHW chemical identification, segregation, packaging, and chemical compatibility. Mr. Potter is well-versed in conducting waste characterization sampling procedures for laboratory analysis and ensuring compliance with waste disposal criteria. Additionally, he has in-depth knowledge of emergency response procedures for hazardous substance releases.

EDUCATION

James Madison University (2000-2005) Bachelor of Science (BS) degree Bachelor of Arts (BA) degree

CERTIFICATION

40-Hour OSHA Trained (29 CFR 1910.120), Annual 8-Hour Refresher, Confined Space Entry, RCM S30 Hazardous/ Toxic Waste Management. Hazardous Security Training, DOT Hazardous Materials 181, Hazardous Security, Respirator Training, Asbestos Abatement

EMPLOYMENT HISTORY

Vector Marketing (2002 - 2003) - Internship

Environmental Services (2004 - 2005) - NCC, Energy Solutions Inc.

MXI Environmental Services (2006-Present)

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

Craig Potter

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on March 6th 2010

John Brothers
Director of Safety

John Brothers

SAFETY DIRECTOR/PERSONNAL MANAGER
MXI ENVIRONMENTAL SERVICES

FIELDS OF COMPETENCE

Responsibilities include developing and implementing training and safety management for a Hazardous Waste Transportation and Disposal company with offices in four states and field operation in number of other states. Assure compliance with DOT, EPA and OSHA and conduct the associated training both for the company and its client's staff.

SUMMARY OF EXPERIENCE

Mr. Brothers has 25+ years of experience in the Safety and Compliance Field with much of that time involving Hazardous Materials and Hazardous waste ranging from compliance enforcement to safety program development.

DETAILED EXPERIENCE

Director of Safety and Personnel for a hazardous waste transportation and disposal firm with responsibility for all DOT, EPA and OSHA compliance and the associated training and oversight. Conducts training of staff and audits compliance at company operated facilities. Maintains hauling and facility permits required for hazardous waste. Personnel Manager for a hazardous waste transportation and disposal firm with responsibility for all aspects of hiring, review, discipline, suspension and/or termination in addition to awards for outstanding performance. Responsible for staff training and development.Safety Manager for a hazardous terminal and transportation operation with responsibility for the health, safety, welfare and moral of all staff including all testing, communications and required training.Field Service Manager responsible for development of policies and procedures, conducting security assessments and establishing required manning for a range of projects.

EDUCATION

Essex Community College (1988-1989)

CERTIFICATION

40 Hour OSAH Trained (29 CFR 1910.120) and Annual 8 Hour Refresher
Respirator Training
Hazardous Security Training
RCRA Certification
DOT Hazardous Materials 181
DEA Hazardous Materials Shipping Certified

EMPLOYMENT

Anne Arundel Fire Department (1985-1990)
Anne Arundel County Police Department (1990-2003)
Securitas Security Services (2003-2005)
Regional Enterprises/Thompson Trucking (2004-2007)
MXI Environmental Services (2007-Present)

MXI Environmental Services, LLC
Maumee Express, Inc.

HAZARDOUS MATERIALS TRAINING CERTIFICATION

THIS IS TO CERTIFY THAT

John Brothers

HAS SUCCESSFULLY COMPLETED THE COURSE ENTITLED

40 HOUR HAZARDOUS WASTE SITE WORKERS TRAINING AS REQUIRED BY OSHA 29CFR 1910.120

February 25th to February 29th, 2008

AUTHORIZED BY
Ronald Potter, President

COURSE INSTRUCTOR
Joseph D. Angelone, CHMM

Marc D. Kodrowski

DIRECTOR SPECIAL PROGRAMS
MXI ENVIRONMNETAL SERVICES INC.

FIELDS OF COMPETENCE

Responsibilities include managing HHW/Agricultural/Hazardous waste disposal programs conducted throughout the United States, prospecting new clients, profiling new waste streams, coordinating disposal facility schedules and assisting in managerial day to day operations.

SUMMARY OF EXPERIENCE

Mr. Kodrowski has over 25 years of experience in the Hazardous Waste Field. His duties and responsibilities have varied from Field Technician, Field Supervisor, Chemist, Household Hazardous Waste Project Manager, Coordinator for HHW Programs and Operations Manager for HHW/Agricultural Programs.

DETAILED EXPERIENCE

Operations Manager for environmental services firm. Responsibilities included sales consultation, scheduling projects, writing proposals, drafting operational plans, implementing and facilitating health/safety procedures. In charge of developing, promoting and scheduling projects through direct contact with clientele. Assisted in training workers and clients in different areas of environmental concern.

Household Hazardous Waste and Agricultural Pesticide Coordinator for environmental services firm. Responsibilities include prospecting potential jobs, attend bid openings, liaison with county/state representatives, site visitations, preparation of site operational plans, correlate project day itinerary, coordinate collection day, prepare manifests and provide post collection data to clients. Mr. Kodrowski successfully completed over 1000 Household Hazardous Waste Collection Events.

Field Supervisor for chemical/radioactive waste disposal firm. Responsibilities include overseeing duties performed by field technicians. Administered and coordinated chemical removal and demolition projects in hazardous waste environments.

EDUCATION

Rutgers The State University
Central Connecticut State University
County College of Morris

HazMat International
40 Hour OSHA Training (29 CFR 1910.120) and Annual Refresher
Confined Space Entry
UST Regulatory Guidelines
DOT Hazardous Materials 181

EMPLOYMENT

MXI Environmental Services Inc. (2008 - Present)
Care Environmental Corporation (1992 to 2007)
Radiac Research Inc. (1989 to 1992)

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

Marc Kodrowski

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on September 10th 2009

John Bouman
Training Coordinator

Gordon Munsey

Vice President Environmental Operations

MXI Environmental Services LLC

Fields of Competence

Manager for the Materials Recovery Facility (MRF) operations for MXI Environmental Services. Responsibility includes all personnel and logistics scheduling for Household Hazardous Waste (HHW) events. Managing and oversight of all inbound waste approvals. Management and administration of all outbound waste to final TSDF locations.

Summary of Experience

Mr. Munsey has worked in the environmental services/logistics industry since 1985. Responsibilities in the sector vary from field chemist, field geologist to various management positions.

Detailed Experience

GSX Chemical Services employed Mr. Munsey, who became Laidlaw Environmental Services ultimately Clean Harbors Environmental Services. While in the employment of this organization, he served as:

Field Chemist/Hazmat driver, Field Geologist, Project Manager/Remediation Services, Sr. Project Manager/Remediation Services, Regional Manager/ Western Region, Field Services Manager/ Clean Harbors, District Manager/Clean Harbors

Education

BS Geology, East Tennessee State University (minor in Chemistry)

CERTIFICATION

40 Hour OSHA Trained (29CFR 1910.120

Employment

GSX Chemical Services-Laidlaw Environmental-Clean Harbors 1985-2019

MXI Environmental Services LLC – 2020-Current

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

James Gordon Munsey

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on October 23rd, 2020

John Brothers
Director of Safety

John Twitty

Environmental Technician/ Lead Chemist
MXI ENVIRONMENTAL SERVICES

FIELDS OF COMPETENCE

Responsibilities include both managing and conducting HHW/Agriculture/Hazardous waste collection programs throughout Eastern United States.

SUMMARY OF EXPERIENCE

Mr. Twitty has over 1 year experience in Hazardous Waste Industry an knowledgeable in environmental sampling and analytical procedures.

DETAILED EXPERIENCE

Lead Chemist Material Recovery Facility and Distilled Spirits Facilities and long- haul hazardous transport company since 2017.

Field chemist including material classification and lab packing with associated labeling and manifesting.

EDUCATION

Virginia Tech Blacksburg VA BS in Biological Science Minor in Chemistry

CERTIFICATION

40 Hour OSAH Trained (29 CFR 1910.120)
Annual 8 Hour Refreshers

EMPLOYMENT

MXI Environmental Services LLC-Dynamic Recycling LLC-Maumee Express Inc. 2016-Current

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

JOHN TWITTY

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

OCTOBER 6, 2017

John Brothers
Director of Safety

Austin Robbins

Material Recovery Facility Manager
MXI ENVIRONMENTAL SERVICES LLC | Maumee Express Inc.

Areas of Expertise

I am responsible for overseeing the day-to-day operations of the Material Recovery Facility and managing and conducting HHW (Hazardous Household Waste), Agriculture, and Hazardous waste collection programs across the Eastern United States.

Professional Summary

Austin Robbins has accumulated four years of valuable experience in the Hazardous Waste Industry, focusing on Hazardous Waste packing, waste classification, DOT Compliance, and Hazardous Waste Management.

Professional Experience

Lead Chemist - Material Recovery Facility and Distilled Spirits Facilities
As the Lead Chemist, I oversee operations at both the Material Recovery Facility. Field Chemist My role as a Field Chemist involves material classification, lab packing, associated labeling, and manifesting, ensuring safe handling and transportation of hazardous materials. Facility Profile Approvals and DEQ Facility Permit Compliance. I served as a Lab Technician at Emory and Henry College, gaining valuable laboratory experience in the field of Chemistry, Biology, and Physics.

Education

Bachelor of Science (BS) in Chemistry, Biology, and Physics Emory and Henry College

Certifications

Certified Hazardous Materials Manager (CHMM)
40 Hour OSHA Trained (29 CFR 1910.120)
8 Hour Refresher

Employment History

MXI Environmental Services LLC - Maumee Express Inc.
2019 – Current

Austin Robbins brings a wealth of knowledge and experience in Hazardous Waste Management, coupled with a strong background in lab operations and compliance, ensuring the safe and efficient handling of hazardous materials at the Material Recovery Facility.

Certificate of Completion

This is to certify that

Austin Robbins

Has completed

HAZWOPER 40 HR

Completion Date: 11/08/2019

Course Duration: 40.0

360training.com

6801 N Capital of Texas Hwy, Bldg I, Suite 250 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com

(CUT HERE)

This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirements.

OSHAcampus.com is a trademark of 360training.com, Inc.

Questions? Visit www.oshacampus.com

safety@oshacampus.com
877.881.2235

This Card May Not Be Reproduced

(FOLD)

360training.com

This certifies that the person named below successfully completed a

Austin Robbins

HAZWOPER 40 HR

11/08/2019
Completed

Curtis Chambers

Section 6, Item H.

THOMAS SHELL, JR

TECHNICAL/FIELD SUPERVISOR
MXI ENVIRONMENTAL SERVICES

FIELDS OF COMPETENCE

Responsibilities include management of permanent facilities pack & ship and conducting HHW events, QA/QC Assistant.

SUMMARY OF EXPERIENCE

Mr. Shell 10 years of experience in the Hazardous Waste Industry with focus on laboratory both biological and chemical.

DETAILED EXPERIENCE

Mr. Shell serves as a Chemist for HHW Collection events managed by hazardous waste disposal firm. These events range from 100 -1700 cars and consist of up to 50 hazardous waste technicians per event.

Chemist for hazardous waste disposal firm. Responsibilities include dispatch of equipment, supervision of inventory, supervision of loading equipment required for events, supervision of reloading.

Chemist in Lab Pack Repack and Processing Area at MRF operated by a hazardous waste disposal firm. Responsibilities.

Field Technician for hazardous waste firm. Responsibilities include chemical lab packing, field sampling, emergency response and hazard identification. Experienced in HHW chemical identification, segregation, packaging and chemical compatibility. Performed waste characterization sampling procedures for laboratory analysis and waste disposal criteria. Knowledge of emergency response procedures for hazardous substance releases.

EDUCATION

Bachelor of Science Marine Biology Chemistry University of Miami
Master of Science Biology Florida University

CERTIFICATION

40 Hour OSAH Trained (29 CFR 1910.120) and Annual 8 Hour Refreshers
Confined Space Entry
RCRA S30 Hazardous/Toxic Waste Management
Hazardous Security Training
DOT Hazardous Materials 181

EMPLOYMENT

Evans Environmental (1988-1996)
Dade County Schools (1987-1989)
MXI Environmental Services (2013-Present)

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

Thomas D Shell

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on May 30th 2014

John Brothers
Director of Safety

Christopher L. Van Namee

FIELD SERVICES MANAGER | PROJECT MANAGER
MXI ENVIRONMENTAL SERVICES LLC

Areas of Expertise

I oversee the efficient operation of the Household Hazardous Waste (HHW) collection site in Washington, D.C., managing logistics, collection, and processing for DC Paint Care Stores and Door to-Door services in addition to serving as Project Manager for HHW events throughout the Northeastern United States. Additionally, I am responsible for equipment maintenance at the MXI Langhorne PA office.

Professional Summary

Christopher L. Van Namee serves as a Project Manager for HHW Collection events under a hazardous waste disposal firm. These events, handling between 50 to 300 vehicles, involve the coordination of up to 10 hazardous waste technicians. As an Environmental Services Manager, my responsibilities include fostering staff relations, supervising Hazardous Material collection, and providing training for HHW field staff in Washington, D.C. I also have hands-on experience as a Field Technician in the hazardous waste industry, where I've been responsible for various critical tasks, including on-site chemical collection, DOT and RCRA-compliant packing for safe shipment, Emergency response management, Hazard identification, expertise in HHW chemical identification, segregation, packaging, and chemical compatibility, conducted waste characterization sampling procedures for laboratory analysis and ensured compliance with waste disposal criteria, proficient in emergency response procedures for hazardous substance releases.

Education

Pennsgrove High School

Certifications

40 Hour OSHA Trained (29 CFR 1910.120) and Annual 8 Hour Refreshers
Hazardous Waste Management and Shipping for Environmental Professionals (40 CFR 262.16)
DOT Hazardous Materials 181
CDL Class A Hazmat and Tanker Endorsement

EMPLOYMENT

MXI Environmental Services (2017 - Present)

Christopher L. Van Namee brings extensive experience and expertise to the field, ensuring the safe and efficient management of hazardous waste operations while maintaining a strong focus on staff development and compliance.

Certificate of Completion

This is to certify that

Chris VanNamee

Has completed

HAZWOPER 40 HR

360training.com, Inc. is authorized by IACET to offer 4.0 CEUs for this program.

Completion Date: 08/18/2017

Course Duration: 40.0

ISHM Institute for Safety and Health Management

ASU Arizona State University

ACCREDITED IACET PROVIDER

360training

James Righetti

151 W. Hanover Ave Randolph NJ 07869
(561) 252-0137 jimwraith.usmil@yahoo.com

TECHNICAL SKILLS

- Ability to manage environmental programs for the purpose transportation of hazardous waste.
- Proficient in labeling hazardous waste containers in compliance with state and federal guidelines.
- Knowledge of transportation hazardous waste as per 40 CFR regulations and DOT.
- Set up and removal of underground storage tanks, and waste water systems.
- Working knowledge of the clean water and air act.
- Knowledge of environmental laws and regulations.
- Proficient in speaking with large groups on hazardous waste safety, evacuation planes and hazardous waste storage.
- Coordinates up to a 50 man team for waste identification, removal, documentation and safe transportation.
- 2018 OSHA Respiratory Protection Program (Fit test)
- 2017 40 hour HAZWOPER certification.
- Experience in environmental site investigation and remedial work.

MXI Maumee Express, Inc. Environmental Services | Sight Coordinator, Project Manager
297 Zimmerman Lane Langhorne, PA 19047 (732) 328-0320 Email: marck@mxiinc.com

September 2012 to Current

Sight Coordinator responsible for all paperwork, personnel, and hazardous waste manifests.
Primary responsibility of inspecting and labeling containers in compliance with state or federal environmental regulations.
Responsible for the set up and takedown of a mobile hazardous waste segregation sights.
Proficient in identifying, sorting, packing hazardous waste for transport vie DOT transportation regulations.
Responsible for pre work safety briefing for all on sight personnel.
Routine maintenance and part replacement.

United Enviro Systems Inc.| Lab Pack Chemist/Field Technician
P.O. Box 524 Chester, NJ 07930-0524 (800) 766-4858 Email: unitedenvirosystems.com

March 2008 to September 2012

Responsible for the recording and the determining of hazardous waste chemicals.
Part of a three man emergency response team for hazardous waste in NJ.
Worked with the FDA Queens, NY on the removal of their hazardous waste.
Performing weekly checks on safety equipment.
Preparing small and large containers for shipment with the strictest of federal and state guidelines.
Responsible for maintain the highest level of OSHA safety standards.
Certifications

- March 2011 Forty hour HAZWOPER OSHA CFR 1910.120
- March 2012 Eight hour HAZWOPER Refresher as per CFR 1910.120 e
- February 2012 DOT Hazardous Materials Transportation as per CFR 172.704 a 1,2,3,4
- February 2012 DOT Security Awareness Training as per CFR 172.704 a, 4
- January 2012 Radiation Safety as per CFR 1910.1096
- October 2011 Blood Borne Pathogens as per CFR 1910.1030
- October 2011 Chemical Safety as per CFR 1910.1000
- October 2011 Confined Space Awareness Training CFR 1910.146 g

Certificate of Completion

This is to certify that

James Righetti

Has completed

HAZWOPER 40 HR

360training.com, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Completion Date: 07/10/2018

Course Duration: 40.0

360training.com

360training.com • 13801 Burnet Rd Suite 100 • Austin TX 78727 • 877 881 2235 • www.360training.com

(CUT HERE)

This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirement.

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

Questions Visit www.ashcampus.com

safety@ashcampus.com 877 881 2235

(FOLD)

360training

This certifies that the person named below successfully completed a

James Righetti

HAZWOPER 40 HR

07/10/2018

Completed

F. Marie Athey, OHST

Trainer Name

Jeffrey Compton

Latex Paint Recycling Facility Manager

MXI ENVIRONMENTAL SERVICES LLC

Areas of Expertise

I am responsible for overseeing the day-to-day operations of the Latex Paint Recycling Facility and managing and conducting HHW (Hazardous Household Waste), Agriculture, and Hazardous waste collection programs across the Eastern United States.

Professional Summary

Jeffrey Compton has accumulated seven years of valuable experience in the Hazardous Waste Industry, focusing on Hazardous Waste packing, waste classification, DOT Compliance, and Hazardous Waste Management. Mr. Compton has 7 years of experience in the Hazardous Waste Industry supplemented by on hands experience managing QA-QC at Material Recovery Facility.

Professional Experience

Responsibilities include overseeing the receipt, verification of each waste stream entering the Material Recovery Facility as QA-QC Manager. Field Technician assistant for hazardous waste firm. Responsibilities include chemical lab packing, and hazard identification and applying DOT guidelines for hauling materials. Jeffrey brings extensive experience and expertise to the latex recycling field ensuring efficient management while maintaining a strong focus on staff development and compliance.

EDUCATION

Abingdon High School

CERTIFICATION

40 Hour OSAH Trained
Respirator Training
CDL

EMPLOYMENT

MXI Environmental Services LLC (2016-Present)

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

Jeff Compton

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on March 27th, 2017

John Brothers
Director of Safety

Mickey Balthazr

Lead Field Service Technician
MXI Environmental Services LLC

FIELDS OF COMPETENCE

Responsibilities include both managing and conducting HHW/Agriculture/Hazardous waste collection programs throughout Eastern United States.

SUMMARY OF EXPERIENCE

Mr. Balthazr has over 26 years experience in trucking Industry and knowledgeable in Hazmat and safety and field technician.

DETAILED EXPERIENCE

Lead Field technician, Project Manager for HHW events. Experience in HHW chemical identification, segregation, packing and chemical compatibility. Perform waste characterization sampling procedures for laboratory analysis and waste disposal criteria. Knowledge of emergency response procedures for hazardous substance release.

EDUCATION

Holston High School

CERTIFICATION

Commercial Driver License (CDL)
40 Hour OSHA Trained (29 CFR 1910.120)
Forklift Certification

EMPLOYMENT

MXI Environmental Services LLC – 2006 to current
Maumee Express Inc. 1999-Current

MXI Environmental Services, LLC
Maumee Express, Inc.

HAZARDOUS MATERIALS TRAINING CERTIFICATION

THIS IS TO CERTIFY THAT

MICHAEL BALTHAZR

HAS SUCCESSFULLY COMPLETED THE COURSE ENTITLED

40 HOUR HAZARDOUS WASTE SITE WORKERS TRAINING AS REQUIRED BY OSHA 29CFR 1910.120

October 27, 2006

AUTHORIZED BY
Ronald Potter, President

COURSE INSTRUCTOR
Joseph D. Angelone, CHMM

Logan Johnson

Lead Field Chemist

MXI Environmental Services

Fields of Competence

Manages the Chemistry processing area of the MXI Materials Recovery Facility (MRF.)

Manages all MXI Agricultural projects in the Southeast.

Summary of Experience

Mr. Johnson has been employed by the MXI MRF as a chemist in the chemical processing department. Mr. Johnson was trained to become a project manager for household hazardous waste collection events. Mr. Johnson obtained the Commercial Drivers License (CDL) and became the Agricultural Project Manager for MXI.

Detailed Experience

2018- Present, Mr. Johnson has been employed by MXI Environmental Services. During this period he has made the following progression:

Chemist in the chemistry processing department.

Project Manager for various Household Hazardous Waste Collection events.

Project Manager for Southeastern and Ohio Agricultural collection events.

Commercial Driver, Hazmat Endorsed.

Virginia Solid Waste Manager license.

Education

BS Biology, Radford University

Certifications

40 Hour OSHA Trained (29 CFR 1910.120)
Annual 8 Hour Refreshers
RCRA Training
"Advanced" RCRA Training
DOT Training
Complete Environmental Regulations Training
VA Class 1 Solid Waste Operators License

MXI Environmental Services, LLC
Maumee Express, Inc.

Hazardous Materials Training Certification

This is to certify that

HARRY JOHNSON

Has Successfully Completed a

40 HOUR Hazardous Waste Site Workers Training as Required by OSHA 29CFR1910.120

on January 7, 2020

John Brothers
Director of Safety

Drew Mawson

ACCOUNT MANAGER
MXI ENVIRONMENTAL SERVICES

Areas of Expertise

My expertise lies in overseeing the Transportation, Logistics, and Treatment of Hazardous Materials generated by Agriculture Program Collections, as well as managing Household Hazardous Waste generated at HHW events and permanent sites. I conduct HHW, Agricultural, and Hazardous Waste collection programs across the Northeastern United States.

Professional Summary

Drew Mawson brings five years of experience in the Environmental Sciences and Hazardous Waste Industry to his role. His career journey began as an Environmental Lab Technician, where he utilized Polarized Light Microscopy to test Asbestos samples. Prior to joining MXI Environmental Services as a full-time Environmental Field Services Manager, Mr. Mawson dedicated three years to working with MXI's HHW events, evolving into an Account Manager.

Professional Experience

As a Project Manager, I oversee HHW Collection events managed by a hazardous waste disposal firm. These events can involve anywhere from 100 to 1700 vehicles and generate over 100,000 pounds of waste. Managing these events requires coordination with up to 50 hazardous waste technicians. As a Field Services Manager, I am responsible for various critical aspects, including client relations, supervision of Hazardous Material collection, and coordinating Agriculture Pesticides Collection Programs, encompassing logistics and compliance. In my role as a Field Technician at the hazardous waste firm, my responsibilities encompass a wide range of tasks, such as chemical lab packing, field sampling, emergency response, and hazard identification. I possess expertise in HHW chemical identification, segregation, packaging, and chemical compatibility. Additionally, I conduct waste characterization sampling procedures for laboratory analysis, ensuring compliance with waste disposal criteria. My knowledge extends to emergency response procedures for hazardous substance releases.

Education

East Stroudsburg State University of PA (2017) BS- Bio-Technology

Certification

40 Hour OSHA Trained (29 CFR 1910.120) and Annual 8 Hour Refreshers
Hazardous Waste Management and Shipping for Environmental Professionals (40 CFR 262.16)
DOT Hazardous Materials 181
CDL Class A License

Employment

EMSL Laboratory (2017-2019)
MXI Environmental Services (2018 - Present)

CERTIFICATE OF COMPLETION

This certifies that

Drew Mawson

has successfully completed the course

HAZWOPER 40 HR

Course Duration
40.0

Completion Date
06/18/2021

Samantha Montalbano
Chief Operating Officer

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

(CUT HERE)

This is your pocket card which may be used as proof of completion of your training.
This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirements.

Questions? support@360training.com 877.881.2235

visit: www.360training.com/osha-campus

(FOLD)

This certifies that the person named below has successfully completed the

Drew Mawson
HAZWOPER 40 HR

06/18/2021
Completion date

Curtis Chambers
Trainer Name

(CUT HERE)

Brent Frick

ACCOUNT MANAGER
MXI ENVIRONMENTAL SERVICES

Areas of Expertise

I excel in overseeing the Transportation, Logistics, and Treatment of Hazardous Materials generated by Commercial Clients at MXI's Pennsylvania Terminal. Additionally, I have extensive experience in conducting HHW (Hazardous Household Waste), Agricultural Waste, and Hazardous Waste collection programs throughout the Northeastern United States.

Professional Summary

Brent Frick brings eight years of experience in the Environmental Sciences and Hazardous Waste Industry to his role. After completing college, Mr. Frick embarked on his career journey with an engineering firm, gaining valuable experience in Phase 1 and Phase 2 Environmental Impact Studies. He subsequently applied this knowledge to the Hazardous Waste Industry, focusing on HHW programs.

Professional Experience

As a Project Manager, I oversee HHW Collection events managed by a hazardous waste disposal firm. These events, accommodating anywhere from 100 to 1700 vehicles, involve the coordination of up to 50 hazardous waste technicians per event. In my role as Field Services Manager, I am responsible for client relations, supervising Hazardous Material collection, and developing Regulatory Compliance Training Modules for HHW field staff. As a Field Technician at the hazardous waste firm, I handle various critical tasks, including chemical lab packing, field sampling, emergency response, and hazard identification. My extensive experience includes expertise in HHW chemical identification, segregation, packaging, and chemical compatibility. I also conduct waste characterization sampling procedures for laboratory analysis and ensure adherence to waste disposal criteria. My knowledge extends to emergency response procedures for hazardous substance releases.

EDUCATION

Delaware Valley University (2002-2005) BS- Agronomy & Environmental Science

CERTIFICATION

Certified Hazardous Material Manager (Institute of Hazardous Materials Management)
40 Hour OSHA Trained (29 CFR 1910.120) and Annual 8 Hour Refreshers
Hazardous Waste Management and Shipping for Environmental Professionals (40 CFR 262.16)
DOT Hazardous Materials 181

EMPLOYMENT

Taylor, Wiseman, Taylor (2006-2009)
R & T Birney, LLC (2010-2019)
MXI Environmental Services (2019 - Present)

Brent Frick brings a wealth of experience and expertise to managing hazardous materials and waste, with a strong commitment to environmental compliance and safety.

360 TRAINING

CERTIFICATE OF COMPLETION

This certifies that

Brent Frick

has successfully completed the course

HAZWOPER 40 HR

Course Duration
40.0

Completion Date
09/14/2021

Samantha Montalbano
Chief Operating Officer

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Previous Experience

26319 C
Abingdon VA, 24210
276-628-6636

Expertise and Services in Household Hazardous Waste Management

Established | Reliable | Proficient

MXI brings a distinguished proficiency history in managing one-day Household Hazardous Waste (HHW) events and operating facilities for various municipalities. Through 2023, MXI achieved a remarkable milestone of successfully executing over 6250 one-day events and effectively overseeing 17 permanent facilities.

Dedicated to HHW management, the HHW Team is a distinctive division within the MXI Group. This division assumes responsibility for HHW, (CESQG, VSQG), and Agricultural Pesticide management programs across the United States. In managing one-day HHW events, our history speaks for itself with the same clients serviced for over 20 years.

Collaborating closely with municipalities overseeing permanent HHW Facilities, MXI extends an all-encompassing suite of services:

Environmentally Responsible Recycling and Disposal: We adhere to ecologically sound practices for recycling and disposing of household hazardous waste materials.

Our approach is adaptable, recognizing the unique requirements of each contract. While some facilities benefit from MXI's full-time staff overseeing operations in collaboration with municipal representatives, other arrangements involve municipal staff handling collection, packaging, and training with MXI taking charge of load documentation, transportation, and disposal. MXI's versatility addresses a wide array of HHW client needs.

Our Commitment to Excellence

MXI is a beacon of quality service, fortified by a seasoned team of extensively trained experts. Our unwavering dedication to safety and professionalism remains paramount. Central to our mission is the aspiration to support our clients in fostering an environmentally cleaner and greener world for future generations.

We take immense pride in our impeccable track record, underscored by a diverse collection of detailed references. Prospective clients are encouraged to contact these references to gain firsthand insight into the value and caliber of our performance.

MXI Environmental Services LLC
Previous Experience

Alabama

Tuscaloosa Al – Collection Event
City of Tuscaloosa Alabama 3440 Kauloosa Avenue Tuscaloosa AL 35401
rhadamstuscaloosa.com@tuscaloosa.com
Rebecca Harbin-Adams 205-248-5512
Contracted since 2008 - current

Fayette AL – Collection Event
Fayette County Extension Office 650 McConnell Loop Fayette AL 35555
RRB0006@aces.edu
Ronni Rena Brasher 205-932-8941
Contracted since 2012 - 2017

Hoover AL – Collection Event
City of Hoover 100 Municipal Drive Hoover AL 35236
jason.franklin@hooveralabama.gov
Jason Franklin 205-238-1976
Contracted since 2014 - current

City of Auburn Alabama – Collection Event
City of Auburn 365 North Donahue Drive Auburn AL 36832
ccook@auburnalabama.org
Catrina Cook 334- 501-3081
Contracted since 2018 - current

State of Alabama - Statewide Pesticide Collection
Department of Agriculture and Industries 1445 Federal Drive Montgomery AL 36107
daniel.sheffield@agi.alabama.gov
Daniel Sheffield 334-240-7236
Contracted since 2013 - current

Jefferson County AL - Collection Event
Jefferson County Board of Health 401 14th Street South Birmingham AL 35233
Jeff.Swinney@jcdh.org
Jeff Swinney 205-930-1279
Contracted since 2019 - current

Jefferson County AL Department of Roads & Transportation
716 Richard Arrington Jr Blvd Birmingham AL 35203
Lyn.Diclemente@jccal.org
Lyn DiClemente 205-325-8741
Contracted since 2023-current

FLORENCE COUNTY AL - COLLECTION EVENT
Florence Solid Waste-Sanitation PO Box 98 Florence AL 35631
Rmansell@florenceal.org
Rachel Mansell 256-627-0970
contracted 2023 - current

City of Cullman AL - Collection Event
City of Cullman Sanitation Dept. 925 Convent Road NE Cullman AL 35055
sdillender@cullmanal.gov
Samuel Dillender 256-737-7560
Contracted since 2021 - current

Connecticut

New Milford CT – Collection Event
Town of New Milford 10 Main Street New Milford CT 06776
svonholt@newmilford.org
Suzanne Von Holt 860-355-6035
Contracted since 2008 - current

Bridgeport CT – Collection Event
Town of Bridgeport 45 Lyon Terrace Bridgeport CT 06604
Sharon.Robertson@Bridgeportct.gov
Sharon Robertson 203-576-8023
Contracted since 2009 - current

HRRA CT – Collection Event
Housatonic Resource Recovery Authority 162 Whisconier Road Brookfield CT 06804
Jenlannucci@HRRA.org
Jen Ianuccui 203-775-6256
Contracted since 2009 - current

SCRRA CT-Collection Event
SCRRA CT 7 Hurlbutt Road Gales Ferry CT 06335
waverill@scrrra.org
Winston Averill 860-381-5558
Contracted Since 2012

Shelton CT-Collection Event
Shelton City Hall 54 Hill Street Shelton CT. 06484
mgannon@cityofshelton.org
Marilyn Gannon 203-924-9277
Contracted since 2016 - current

Bristol Resource Recovery-Collection Event
BRROC 27 West Main Street New Britain CT 06051
mbobman@brrfoc.org
Mark Bobman 860-585-0419
Contracted since 2015 - current

Council of Governments of the Central Naugatuck Valley-Collection Event
NVCOGCT 49 Leavenworth Street Suite 303 Waterbury CT 06702
jdicarlo@nvcogct.org
John Decarlo 203-757-0535
Contracted since 2013 - current

The Metropolitan Dist of Hartford CT - Collection Event
555 Main Street Hartford CT 06702
MBakaj@themdc.com
Magen Bakaj 860-278-7850, ext. 3239
Contracted since 2018 - current

Town of Simsbury - Collection Event
66 Town Forest Road West Simsbury CT 06092
troy@simsbury-ct.gov
Thomas Roy 860-658-3222
Contracted since 2019-current

MXI Environmental Services LLC
Previous Experience

Town of Trumbull CT-Collection Event
Dept of Public Works 366 Church Hill Road Trumbull CT 06611
tbaldwin@trumbull-ct.gov
Tom Baldwin 203-452-5070
Contracted since 2017-current

Town of Thompson CT-Collection Event
Waste Management Services 26 Knollwood Dr Hebron CT 06248
waverill@scrrra.org
Winston Averil 860-464-2509
Contracted since 2015-current

District of Columbia Washington DC

PaintCare
901 New York Ave NW Washington DC 20001
fgabriel@paint.org
Fred Gabriel 202- 317-0592
Contracted 2015 - current

Fort Totten Solid Waste Disposal Transfer Station - Permanent Facility
4900 John McCormack Dr. NE Washington DC 20011
william.easley@dc.gov
William B. Easley, Jr.202-645-7190
Contracted 2017 - current

Delaware

State of DE - Statewide Pesticide Collection
Department of Agriculture Pesticides 2320 South DuPont Hwy Dover Delaware 19901
Christopher.wade@state.de.us
james.hughes@state.de.us
Christopher Wade 302- 698-4570
Jimmy Hughes 302- 698-4569
Contracted since 2012-2020

Florida

Lee County FL-Permanent/HHW-Collection/VSQG
Topaz Court SW Facility 6441 Topaz Court Ft. Meyers FL 33966
eoutlaw@leegov.com
Earnest Outlaw 239-533-8000
Contracted 2023 - current

State of Florida - Statewide Pesticide Collection
Florida Department of Agriculture and Consumer Services
407 S Calhoun Street Tallahassee FL 32399
Theresa.Chandler@fdacs.gov
Theresa Chandler 850-617-7853
Contracted 2023 - current

Georgia

Columbus GA – Collection Event
Columbus Consolidated Government #25 22nd Avenue Columbus GA 31901
jmang@columbusga.org
James Mang 706-304-7361
Contracted since 2012 -current

Dekalb County GA – Collection Event
Dekalb County Solid Waste 3720 Leroy Scott Drive Decatur GA 30032
paandrea@dekalbcountyga.gov
Pauline Andrea 404-294-2092
Contracted since 2015 - current

State of GA – Statewide Pesticide Collection
Georgia Department of Agriculture 19 MLK Jr Drive Atlanta GA 30334
ricky.hayes@agr.georgia.gov
Rick Hayes 404-656-4958
Contracted since 2015- current

EQ-Atlanta Transportation and Process
EQ-Atlanta 5500 Fulton Industrial Blvd Atlanta GA 30336
Jason.stanley@eqonline.com
Jason Stanley 404-346-6866
Contracted 2009

City of Chamblee GA - Collection Event
City of Chamblee 4166 Buffalo Hwy Ne Plaza Fiesta Atlanta GA 30345
rkeefer@chambleega.gov
Rebecca Keefer 470-395-2347
Contracted since 2018 - current

Cobb County GA - Collection Event
Cobb County Government 122 Waddell Street Marietta GA 30060
Kimberly.White@cobbcounty.org
Kimberly White 404-642-1566
Contracted since 2019, 2020, 2022, 2023

Gwinnett County GA - Collection Event
Gwinnett County 446 West Crogan Street Suite 225 Lawrenceville, GA 30046
John.Butler@gwinnettcounty.com
John Butler 678-376-6914
Contracted since 2019 - current

CLAYTON COUNTY GA -COLLECTION EVENT
Clayton County 8890 Roberts Road Jonesboro GA 30238
kevin.osbey@ccwa.us
Kevin Osbey 678-422-5145
Contracted since 2019 - current

ALPHARETTA GA - COLLECTION EVENT
City of Alpharetta Public Works 1790 Hembree Road Alpharetta GA 30009
tporter@alpharetta.ga
Terry Porter 678-410-4718
Contracted 2023 - current

CITY OF STONECREST GA - COLLECTION EVENT
City of Stonecrest 2929 Turner Hill Road Stonecrest GA 30038
Brandon Riley 470-521-0738

BRiley@stonecrestga.gov
Contracted 2020

JACKSON COUNTY GA - COLLECTION EVENT
Jackson County Public Development 67 Athens St Jefferson GA 30549
csorrell@jacksoncountygov.com
Christopher Sorrell 706-367-1832
Contracted 2022-current

CITY OF MILTON GA - COLLECTION EVENT
City of Milton 2006 Heritage Walk Milton GA 30004
emily.groth@miltonga.gov
Emily Groth 678-242-2543
Contracted 2022-current

Indiana

State of Indiana - Statewide Pesticide Collection
Office of Indiana State Chemist 175 S University St. West Lafayette IN 47907
nealkw@purdue.edu
Kevin Neal 765-494-1585
Contracted 2009, 2022, 2023 - current

Kentucky

Lexington-Fayette KY – Collection Event
Lexington- Fayette County Government 200 East Main Street Lexington KY 40507
theresam@lexingtonky.gov
Theresa Maynard 859-425-2800
Contracted 2008

Jessamine KY- Collection Event
Jessamine County Recycling 123 Hendren Way Nicholasville KY 40356
rhorn@jessamineco.com
Ritchie Horn 859-963-8500
Contracted 2023 - current

Maryland

Allegany County MD – Collection Event
12500 Willowbrook Road SE Cumberland MD 21501
achd.info@maryland.gov
Elayne Warren 301-777-5647
Contracted 2008

Charles County MD - COLLECTION EVENT
Charles County Public Works 10430 Audie Lane LaPlata MD 20646
shermanf@charlesCountyMD.gov
Frances Sherman 301-932-3569
Contracted 2022

Maryland Environmental Services Carroll/Frederick-Collection Event
Northeast Maryland Waste Disposal Authority 100 S Charles St Baltimore MD 21201
jschott@nmwda.org
John Schott 410-333-2741
Contracted 2022

Mississippi

Complete Environmental MS – Process HHW Materials
37 David Swan Lane Purvis MS 39475
kivy@kellycompanies.com
Kevin Ivy 601-794-2704
Contracted since 2006 - current

Rankin County MS – Collection Event
Waste Management Department 110 East Government Street Brandon MS 39042
dmorehead@rankincounty.org
Debra Morehead 601-825-921
Contracted 2008

Three Rivers MS – Collection Event
Three Rivers Waste Management Authority 75 South Main Street Pontotoc MS 38863
rbell@trpdd.com
Ronnie Bell 662-489-2415
Contracted 2008, 2009, 2010, 2023-current

State of Mississippi - Statewide Pesticide Collection
Department of Agriculture
Bureau of Plant Industry 705 Stone Blvd Mississippi State MS 39762
Zackeryc@mdac.ms.gov
Zackery Chesser 662-325-3390
Contracted 2008

New Hampshire

Town of Bedford NH- Collection Event
Town of Bedford 55 Constitution Dr Beford NH 03110
jspooner@bedfordnh.org
Jerome Spooner 603-472-3070
Contracted 2020

Town of Derry NH -Collection Event
Town of Derry Public Works 14 Manning St Derry NH 03038
craigdurrett@derrynh.org
Craig Durrett 603-845-5454
Contracted 2020 - current

Town of Londonderry NH -Collection Event
Dept of Engineering 268B Mammoth Road Londonderry NH 03053
rkerry@londonderrynh.org
Robert Kerry 603-432-1100
Contracted 2018-current

Dover NH – Collection Event
City of Dover 288 Central Avenue Dover NH 03820
Ann Legere 603-516-6030

A.Legere@dover.nh.gov — Contracted 2008 -current

Salem NH-Collection Event
Town of Salem Public Works Dept 21 Cross Street Salem NH 03070 — Richard Russel 603-890-2154
rrussell@ci.salem.nh.us — Contacted 2014 - current

Town of Newmarket NH - Collection Event
Public Works Department 4 Young Lane Newmarket NH 03857 — Rick Malasky 603 659 3093 Ext. 1801
rmalasky@newmarketnh.gov — Contracted 2018 - current

City of Rochester NH - Collection Event
City of Rochester Department of Public Works 31 Wakefield St Rochester NH 03867 — Laura McDormand 603-332-4096
laura.mcdormand@rochesternh.net — Contracted 2020 - current

New Jersey

Bergen County NJ – Collection Event
Bergen County Utilities Authority Foot of Mehrhof Road Little Ferry NJ 07643 — Richard Baroch 201-807-5844
rbaroch@bcua.org — Contracted 2008 - current

Camden County NJ-Collection Event
Camden County 1301 Park Blvd. Cherry Hill NJ 08002 — Chuck Giacobe 856-858-5241
cgiacobb@camdencounty.com — Contracted 2016 - 2021

Essex County NJ – Collection Event
The Essex County Utilities Authority 60 Nelson Place, Newark, NJ 07102 — Beth Otoole 973-857-2350
botoole@essexutil.com — Contracted 2008 - current

Hunterdon County NJ – Collection Event
County of Hunterdon Purchasing Department 71 Main Street Flemington NJ 08822 — Alan Johnson 908-788-1110
ajohnson@co.hunterdon.nj.us — Contracted 2008 - current

Middlesex NJ – Collection Event and Permanent Paint Program
Middlesex New Jersey Div. of Solid Waste 711 Jersey Ave New Brunswick NJ 08901 — Fred Stanger 732-745-4170
fred.stanger@co.middlesex.nj.us — Contracted 2009 - current

County of Somerset NJ – Collection Event
Division of Solid Waste Management 20 Grove Street Somerville NJ 08876 — Diana Vigilante 908-231-7681
Vigilant@co.somerset.nj.us — Contracted 2009 - current

Burlington County NJ – Permanent Paint Program
49 Rancocas Road Mount Holly, NJ 08060 — Ann T. Williams 609-499-5317
awilliams@co.burlington.nj.us — Contracted 2010 - current

Morris County NJ – Collection Event and Permanent HHW Facility
300 Mendham Road Morris Township, NJ 07960 — Stephen Adams 973-6321-5109
sadams@co.morris.nj.us — Contracted 2008 - current

Cape May County NJ - Collection Event
Cape May Municipal Utilities PO Box 610 Cape May Courthouse NJ 08210 — Linda Crumbock 609-465-9026
crumbockls@cmcmua.com — Contracted 2010 - current

County of Ocean NJ -County Facilities
101 Hooper Avenue Toms River NJ 08753 — Ralph Patterson 732-929-2101
rpatterson@co.ocean.nj.us — Contracted 2007

Sussex County NJ - Collection Event
Sussex County Municipal Utilities Authority 34 South Route 94 Lafayette NJ 07848 — Reenee Casapulla 973-579-6998
rcasapulla@scmua.org — Contracted 2008 - current

Mercer County NJ - Collection Event
Mercer County Improvement Authority 640 South Broad Street Trenton, NJ 08650 — Dan Napoleon 609-278-8100
dnapoleon@mercercounty.org — Contracted 2011 - current

Passaic County NJ – Collection Events
Office of Recycling 1310 Route 23 North Wayne NJ 07470 — Nina Seiden 973-305-5738
NinaS@passaiccountynj.org — Contracted 2017 - current

Warren County NJ - Collection Event
Pollution Control Financing Authority 500 Mt. Pisgah Ave Oxford NJ 07863 — James Williams 908- 453-2174 x234
jwilliams@pcfawc.com — Contracted 2018 - current

Cumberland County NJ -Collection Event
Cumberland County 745 Lebanon Road Millville NJ 08332 — Samatha DeFrancisco 856-825-3700
samdefrancisco@theauthoritynj.com — Contracted 2019 -current

Hudson County Improvement Authority -Collection Event
Hudson County Improvement Authority 830 Bergen Ave Jersey City NJ 07306
carmineg@hcia.org
Carmine Graziano 201-376-4028
Contracted 2023

New York

Town of Babylon NY – Collection Event
Department of Environmental Control 281 Phelps Road North Babylon NY 11703
tvetri@townofbabylon.com
Thomas Vetri 631-422-7664
Contracted 2010 -current

Columbia County NY- Collection Event
Department of Solid Waste 401 State Street Hudson NY 12534
jolene.race@columbiacountyny.com
Jolene D. Race 518-828-2737
Contracted since 2008 -current

Cayuga County NY- Collection Event
Solid Waste Management 160 Genessee Street Auburn NY 13021
bnatale@cayugacounty.us
Bruce Natale 315-253-1276
Contracted 2008 -current

Cortland County NY- Collection Event
Highway Department 60 Central Avenue Cortland NY 13045
csudbrink@cortland-co.org
Charles Sudbrink 607-753-9377
Contracted 2008 -current

County of Erie NY- Collection Event
95 Franklin Street Buffalo, NY 14202
Gary.Carrel@erie.gov
Gary Carrel 716-858-6330
Contracted 2008 -current

Greene County NY- Collection Event
Solid Waste Department 240 West Main Street Catskill NY 12414
rvanvalkenburg@discovergreene.com
Robert Van Valkenburg 518-943-4600
Contracted 2008 -current

Town of Huntington Department of Environmental Control
100 Main Street Huntington, NY 11743
echea@HuntingtonNY.gov
Ernie Chea 631-427-6377
Contracted 2010 -current

Glen Cove NY – Collection Event
City of Glen Cove 100 Morris Avenue Glen Cove NY 11542
EMestres@cityofglencoveny.org
Liz Mestress 516-676-4402
Contracted 2008 -current

Jefferson County NY – Collection Event
Office of Purchasing 195 Arsenal Street Watertown NY 13601
purchasing@co.jefferson.ny.us
Mark Sachetti 315-785-3075
Contract 2008

Lewis County NY- Collection Event
Solid Waste Department 7660 State Street Lowville NY 13367
kipturck@lewiscounty.ny.gov
Kip Turck 315-377-2018
Contracted 2008

Town of Riveread NY-Collection Event
1295 Pulaski Street Riverhead NY 11901
mmckay@townofriverheadny.gov
Margaret McKay 631-727-3200
Contracted 2015

St. Lawrence County NY- Collection Event
Department of Government Services 48 Court Street Canton NY 13617
kzimmerman@stlawco.org
Jason Pfotenhauer 315- 379-2292
Contracted 2008

County of Steuben NY- Collection Event
3 East Pulteney Square Bath NY 14810
bathlandfill@hotmail.com
Richard Bills 607-776-3191
Contracted 2008 -current

Saint Regis Mohawk Tribe NY- Collection Event
412 State Route 37 Akwesasne NY 13655
cecelia.mitchell@srmt-nsn.gov
Cecelia M. Mitchell 518- 358-2272
Contracted 2008 -current

Town of North Elba NY- Collection Event
5648 Cascade Road Lake Placid NY 12946
sporter@northelba.org
Shannon Porter 518-523-2940
Contracted 2008 -current

Western Finger Lakes NY - Collection Event
Solid Waste Management Authority 9 Pearl Street Lyons NY 14489
mtorelli@fingerlakes.org
Marjorie Torelli 315-946-7650
Contracted 2008 -current

Howes Cave NY - Collection Event
Montgomery-Otsego-Scholarie Solid Waste Management Authority
2783 Route 7 Howes Cave NY 12092
sullivank@otsegocounty.com
Karen Sullivan 607-547-4225
Contracted 2008 -current

Niagara County NY – Permanent Facility

MXI Environmental Services LLC
Previous Experience

Regional Refuse Disposal District 175 Hawley Street Lockport NY 14094 Maureen.Salman@niagaracounty.com	Maureen Salman 716-439-7245 Contracted 2009 -current
Watertown NY – Collection Event Development Authority of The North Country 23400 NYS RT 177 Rodman NY 13682 joatman@danc.org	Jan Oatmen 315-232-3236 Contracted 2011
Otsego County NY - Collection Event Otsego County Solid Waste 197 Main Street Cooperstown NY 13326 sullivank@otsegocounty.com	Karen Sullivan 607-547-4225 Contracted 2011-current
Putnam County NY - Collection Event Putnam County Health Department 1 Geneva Road Brewster NY 10509 Mary.Rice@putnamcountyny.gov	Mary Rice 845-808-1390 Contracted 2012
City of Saratoga Springs NY – Collection Event Department of Public Works 5 Lake Avenue Saratoga Springs NY 12866	William Mctygue 518-587-3550 Contracted 2009
Seneca County NY – Collection Event Department of Health 31 Thurber Drive Waterloo NY 13165 jhoster@co.seneca.ny.us	Julie Hoster 315-789-3030 Contracted 2008
Washington County NY – Collection Event Department of Public Works 383 Broadway Fort Edward NY 12828 jmcmillan@co.washington.ny.us	Steven D. Haskins 518-746-2442 Contracted 2017
City of Buffalo DPW – Collection Event 197 Broadway Street Buffalo NY 14204 sattridge@ch.ci.buffalo.ny.us	Susan Attridge 716-392-4181 Contracted 2017
Town of New Scotland – Collection Event Highway Garage 2869 New Scotland Road Voorheesville NY 12186 tcampana@townofbewscotland.com	Teresa Campana 518-475-0385 Contracted 2017
Town of North Hempstead – Collection Event Solid Waste Management Authority 802 West Shore Road Port Washington NY 11050 langer@northempsteadny.gov	Robert Lange 516-767-4634 Contracted 2017-current
Town of Bethlehem – Collection Event Highway Complex 74 Elm Avenue East Selkirk NY 12158 drain@townofnethlehem.org	Dan Rain 518-439-4955 Contracted 2017-current
City of Albany – Collection Event Department of General Services 1 Conners Blvd Albany NY 12204 mruby@albanyny.gov	Megan Ruby 518-869-3651 Contracted 2016-current
Essex County NY - Collection Event Essex County Public Works 8053 US Route 9 Elizabethtown NY 12932 Jdougan@co.essex.ny.us	Jim Dougan 518-873-3739 Contracted 2018-current
Fishers Island NY - Collection Event Fisher Island Waste Management PO Box 22 Fisher Island NY 06390 fiwastemanagement@gmail.com	Beth Stern 631-788-7455 Contracted 2018-current
Schenectady NY - Collection Event Dept. of Econ. Dev. & Planning 107 Nott Terrace Schenectady NY 12308 jeff.edwards@schenectadycounty.com	Jeff Edwards 518-386-2225 ext 224 Contracted 2018-current
Town of Brookhaven NY - Collection Event Town of Brookhaven 1 Independence Hill Farmingville NY 11738 cfetten@brokkhavenny.gov	Christine Fetten 631-451-6212 Contracted 2022-current
Chautauqua County NY- Collection Event Chautauqua County Division of Solid Waste 3889 Towerville Rd Jamestown NY 14701 piercet@chqgov.com	Tracey Pierce 716-661-8424 Contracted 2023
Chenango County NY-Collection Event Chenango County Dept of Waste Mgmt 79 Rexford St Norwich NY 13815 dhendricks@co.chenango.ny.us	Dustin Hendricks 607-337-1792 Contracted 2020-current
Town of Colonie NY-Collection Event Town of Colonie 347 Old Niskayuna Road Latham NY 12110 mcgarrym@colonie.org	Matthew McGarry P.E 518-783-6292 Contracted 2015-current
Delaware County NY-Collection Event Delaware County Dept of Public Works PO Box 311 Delhi NY 13753 Tyson.robb@co.delaware.ny.us	Tyson Robb 607-832-5800 Contracted 2018-current

MXI Environmental Services LLC
Previous Experience

Town of East Greenbush NY-Collection Event
Town of East Greenbush 225 Columbia Turnpike Rensselaer NY 12144
jgiller@eastgreenbush.org
Josh Giller 518-694-4011
Contracted 2021-current

Town of East Hampton NY-Collection Event
Town of East Hampton 260 Springs Fireplace Road East Hampton Y 11938
samiller@ehamptonny.gov
Susan Miller 631-324-7191
Contracted 2023

The Eastern Rensselaer County NY-Collection Event
The Eastern Rensselaer County Solid Waste Mgmt 21 Church Street Melrose NY 12121
director@ercswma.org
Matt Curley 518-687-1018
Contracted 2016-current

Fulton County NY -Collection Event
Fulton County Solid Waste Dept PO Box 28 Johnstown NY 12095
clivingston@fultoncountyny.gov
Cindy Livingston 518-736-5501
Contracted 2019-current

Town of Guilderland NY-Collection Event
Town of Guilderland Highway Dept 6363 French Mills Road Guilderland NY 12085
transferstation@togny.org
David Corey 518-861-6776
Contracted 2015-current

Town of Knox NY - Collection Event
Town of Knox Highway Gargage 1411 Township Road Altamont NY 12009
alpokorny@nycap.rr.com
Amy Pokorny 518-872-0038
Contracted 2016-current

Montgomery County NY - Collection Event
Montgomery County Annex Building 20 Park Street Fonda NY 12068
csimonds@co.montgomery.ny.us
Crysti Simonds 518-779-2512
Contracted 2023

Schoharie County NY-Collection Event
Schoharie County Transfer Station 2805 Route 7 Howes Cave NY 12092
judith.beeler@co.schoharie.ny.us
Judi Beeler 518-295-8347
Contracted 2020

Schuyler County NY-Collection Event
Schuyler Co Highway Dept 910 South Decatur St Watkins Glen NY 14891
kvanhorn@co.schuyler.ny.us
Kristin VanHorn 607-535-8211
Contracted 2017-current

Shelter Island NY-Collection Event
Shelter Island Municipal Transfer Station 34 N Menantic Road Shelter Island NY 11964
bsherman@shelterislandtown.us
Brian Sherman 631-749-1090
Contract 2020-current

Southampton County NY-Collection Event
Southampton Recycling Center 1404 Bridgehampton Sag Harbor Turnpike Sag Harbor NY 11963
ethompson@southamptontownny.gov
Ed Thompson 631-702-1758
Contracted 2021-current

Southold County NY-Collection Event
Town of Southold 6155 Cox Lane Cutchoque NY 11935
jimb@southoldtownny.gov
Jim Bunchuck 631-734-7685
Contract 2021-current

Warren County NY-Collection Event
Warren County Dept of Public Works 4028 Main Street Warrensburg NY 12885
khajos@warrencountydpw.com
Kevin Hajos 518-761-6556
Contract 2021-current

Yates County NY-Collection Event
Highway Dept 939 Route 14a Penn Yan NY 14527
chayes@yatescounty.org
Connie Hayes 315-536-5150
Contract 2021-current

North Carolina

3RC NC - Permanent HHW Facility
1401 S Martin Luther King Jr. Drive Winston Salem NC 27107
wasteq1@aol.com
Michelle Sakwa 704-577-4337
Contracted 2006 -current

Johnston County NC - Collection Event
Johnston County Department of Public Utilities Solid Waste Division
480 County Home Road Smithfield NC 27577
eddie.overby@johnstonnc.com
Eddie Overby 919-938-4747
Contracted 2012 -current

Brunswick County NC - Collection Event
Brunswick County Solid Waste Department 1764 March Drive Bolivia NC 28422
rebecca.ladson@brunswickcountync.gov
Rebecca Ladson 910-253-2524
Contracted 2013 -2020-2023 - current

Surry County NC – Collection Event
County of Surry Public Works 237 Landfill Road Mt. Airy NC 27030
hawksr@co.surry.nc.us
Ricky Hawks 336-401-8375
Contracted 2014 - current

MXI Environmental Services LLC
Previous Experience

Wayne County NC – Collection Event
County of Wayne 460-B South Landfill Road Dudley NC 28333
Randy.Rogers@waynegov.com
Randy Rogers 919-689-2994
Contracted 2016 -current

Town of Matthews NC – Collection Event
1600 Tank Town Road Matthews NC 28105
rmessera@matthewsnc.com
Ralph Messera 704-847-3082
Contracted 2005

Dare County NC - Collection Event
Dare County Department of Public Works 1018 Driftwood Drive Manteo NC 27954
doug.huff@darenc.com
Doug Huff 252-475-5843
Contracted 2018 -current

City of High Point NC - Collection Event
1401 E Martin Luther King Jr Drive High Point NC 27260
teresa.baker@highpointnc.gov
Teresa Baker 336-883-8706
Contracted 2018 -current

Boling Spring Lakes NC -Collection Event
9 E Boling Spring Rod Boling Spring Lakes NC 28461
jrepp@cityofbsl.org
Jeff Repp 910-363-0025
Contracted 2019

Lee County NC-Collection Event
1801 Nash Street Sanford NC 237330
agiles@leecountync.gov
Amber Giles 919-718-4622
Contracted 2020-current

Transylvania County NC - Collection Event
500 Howell Road Brevard NC 28712
kenn.webb@transylvaniacounty.org
Kenn Webb 828-884-1842
Contracted 2019-current

Alamance County NC -Collection Event
Alamance Solid Waste Dept 100 Stone Quarry Road Haw River NC 27217
emily.ball@alamance-nc.com
Emily Ball 336-264-0007
Contracted 2023 - current

Union County NC-Collection Event
Union County Government 500 N Main St Monroe NC 28112
caleb.sinclair@unioncountync.gov
Caleb Sinclair 704-283-3576
Contracted 2023 - current

OHIO

State of Ohio Department of Agriculture - Statewide Pesticide Collection
4200 Surface Road Columbus OH 43228
gregory.minor@agri.ohio.gov
Gregory Minor 614-728-6393
Contracted 2019-current

Pennsylvania

Department of Agriculture -Statewide Pesticide Collection
Department of Environmental Protection 2301 N. Cameron St. Harrisburg PA 17105
jgcunningham@pa.gov
James Cunningham
Contracted 2010 -current

Berks County PA - Expired Drug Collection
Solid Waste Authority 633 Court Street Reading PA 19601
jmeeks@berkscswa.com
Jane Meeks 610-478-6362
Contracted 2010 -current

Berks County PA – Collection Event
Solid Waste Authority 633 Court Street Reading PA 19601
jmeeks@berkscswa.com
Jane Meeks 610-478-6362
Contracted 2012-current

Bedford County PA – Collection Event
Bedford County Conservation District 702 West Pitt Street Bedford PA 15522
rmiller@bedfordcountyconservation.com
Regina Miller 814-977-1411
Contracted 2012

Blair County PA – Collection Event
Intermunicipal Relations Committee 1301 – 12th St. Suite 008 Altoona, PA 16601
education@ircenvironmet.org
Brock Bryan 814-942-7472
Contracted 2012

Centre County PA – Collection Event
Centre County Recycling and Refuse Authority 253 Transfer Road Bellefonte PA 16823
jshafer@centrecountyrecycles.org
Joanne Shafer 814-238-7005
Contracted 2012-current

Clinton County PA - Collection Event
Wayne Township Landfill PO Box 209 15 Landfill Lane McElhattan, PA 17748
mcrist@waynetwplandfill.com
Mike Crist 570-769-6977
Contracted 2013-current

Cumberland County PA – Collection Event
Cumberland County Recycling & Waste 310 Allen Road – Suite 201 Carlisle, PA 17013
jcmiller@ccpa.net
Justin Miller 717-240-6489
Contracted 2007-current

MXI Environmental Services LLC
Previous Experience

Fulton County PA – Collection Event Fulton County Conservation District 216 N. 2nd Street McConnellsburg PA 17233 greg@fultoncountyconservationdistrict.org	Greg Reineke 717-325-6092 Contracted 2012
Huntingdon County PA - Collection Event Huntingdon County 205 –Annex I, Penn Street Huntingdon PA 16652 lshontz@huntingdoncounty.net	Lou Ann Shontz 814-643-6370 Contracted 2012-2017
Lehigh County PA - Collection Event Office of Solid Waste Management 17 South 7th St. Allentown PA 18101 timbollinger@lehighcounty.org	Timothy A. Bollinger 610-799-4177 Contracted 2010-2020
Monroe County PA – Collection Event Monroe County Municipal Waste Management Authority Lot # 6 Route 115 New Ventures Industrial Park Blakeslee PA 18610 jlambert@thewasteauthority.com	Jim Lambert 570-643-6100 Contracted 2007-current
Northampton County PA – Collection Event Northampton County Government Center 669 Washington Street Easton PA 18042 sdavis@northamptoncounty.org	Serena Davis 610-829-6332 Contracted 2008-2022
Northern Tier PA – Collection Event Northern Tier Solid Waste Authority 108 Steam Hollow Road Troy PA 16947 ltwoey@ntswa.org	Leigh Towey 570-297-4177 Contracted 2012-current
Peters Township PA – Collection Event Peters Township Maintenance Garage 610 E McMurray Road McMurray PA 15317 jscott@peterstownship.com	Jared Scott 724-941-4180 Contracted 2009, 2010
Westmoreland County PA – Collection Event Westmoreland Cleanways 226 Donahoe Road Greensburg PA 15601 ekeefe@westmorelandcleanways.org	Ellen C. Keefe Executive Director 724-879-4020 Contracted 2011
Bucks County PA-Collection Event Bucks County Planning Commission 1269 Almshouse Road Doylestown PA 18901 dmmiller@buckscounty.org	Deanna Miller 215-345-3414 Contracted 2019-current
Chester County PA-Collection Event Chester County Solid Waste Authority 7224 Division Highway Narvon PA 17555 plynn@chestercswa.org	Patti Lynn 484-796-4039 Contracted 2019-current
Delaware County PA-Collection Event Delaware County Solid Waste Authority 1521 N Providence Road Media PA 19063 scordes@dcswa.net	Sue Cortes 610-892-9627 Contracted 2019-current
Lebanon County PA-Collection Event Greater Lebanon Refuse Authority 1610 Russell Road Lebanon PA 17046 amdb@goglra.org	Amy Mazella di Bosco 717-867-5790 Contracted 2020-current
Mifflin County PA-Collection Event Mifflin County Solid Waste Authority 87 Landfill Road Lewistown PA 17044 lisa@mifflincountyswa.com	Lisa Smith 717-242-3301 Contracted 2023
Montgomery County PA-Collection Event Planning Commission PO Box 311 Norristown PA 19404 vharris@montcopa.org	Veronica Harris 610-213-9736 Contracted 2019-current
City of Philadelphia PA-Collection Event Philadelphia Streets Dept 1401 JFK Blvd Philadelphia PA 19102 scott.mcgrath@phila.gov	Scott McGrath 215-686-5095 Contracted 2019-current
Pike County PA-Collection Event Pike County 837 US 6 Shohola PA 18458 rmarques@pikepa.org	Rachael Marques 570-226-8220 Contracted 2022
Union County PA-Collection Event County of Union 155 North 15th St Lewisburg PA 17837 mdietrich@unionco.org	Michelle Dietrich 570-412-7216 Contracted 2023
Upper Saucon Township PA-Collection Event Upper Saucon Township 5500 Camp Meeting Road Center Valley PA 18034 pleonard@uppersaucon.org	Patrick Leonard 610-282-1171 Contracted 2021
York County PA-Collection Event York County Solid Waste Authority 2700 Blackbridge Road York PA 17406 m.waltemyer@ycswa.com	Mindy Waltmyer 717-845-1066 Contracted 2023

MXI Environmental Services LLC
Previous Experience

South Carolina

State of South Carolina - Statewide Pesticide Collection
Department of Agriculture PO Box 11280 Columbia, SC 29211
jstokes@scda.sc.gov
John Stokes Program Manager 803-734-2210
Contracted 2008

Chester County SC – Collection Event
Chester County Emergency Management 156 Columbia Street Chester SC 29706
rehall@chestercounty.org
Robert Hall 803-519-8197
Contracted 2010 -current

Horry County SC – Permanent Facility
Horry County Solid Waste Authority 1886 Highway 90 Conway SC 29528
coblutodd@solidwasteauthority.org
Stephanie Todd 843-347-1651
Contracted 2009 -current

Richland County SC – Collection Event
Richland County Solid Waste 400 Powell Road Columbia SC 29203
MIMSS@rcgov.us
Shirley Mims 803-576-2446
Contracted 2010-2012

North Augusta SC - Collection Event
City of N Augusta SC 1284 Knox Avenue N Augusta SC 29841
TStrickland@northaugusta.net
Tanya Strickland 803 441-4246
Contracted 2020-current

Tennessee

State of TN - Statewide Pesticide Collection
Department of Agriculture PO Box 40627 Nashville, TN 37204
jim.endsley@tn.gov
Jim Endsley 615-837-5138 615- 837-5523
Contracted 2011 -current

City of Chattanooga TN - Permanent Facility
City of Chattanooga 4063 North Hawthorne St Chattanooga TN 37406
jgowan@chattanooga.gov
Jonathan Gowan 423-643-7236
Contracted 2020-current

Tennessee Dept of AG-Permanent Facility
TN Dept of Ag 5209 Merchant Drive Nashville TN 37211
mike.bentheimer@tn.gov
Michael Bentheimer 615-532-1922
Contracted 2015-current

Virginia

Arlington County VA - Permanent/HHW Collection Event/VSQG
Arlington County Government 2100 Clarendon Blvd Arlington VA 22201
Enocon@arlingtonva.us
Emmanuel Nocon 703-228-6832
Contracted 2007 -current

City of Bristol VA – Collection Event
City of Bristol Virginia 300 Lee Street Bristol, VA 24201
mcampbell@bristolva.org
Mark Campbell 276-645-3791
Contracted 2001 -2020

City of Falls Church VA – Collection Event
300 Park Avenue, Suite 100W Falls Church, VA 22046
cmcgough@fallschurchva.gov
Chris McGough 703-248-5456
Contracted 2017

Wise County VA – Collection Event
206 East Main Street Wise, VA 24293
cross_g@wisecounty.org
Greg Cross 276-328-1000
Contracted 2006-2017

Cumberland Plateau Regional Waste Authority – Collection Event
(Buchanan, Russell, Dickenson Counties)
224 Clydesway Road Lebanon, VA 24266
tobyedwards@bvu.et
Toby Edwards 276-889-1778
Contracted 2005 -current

Scott County VA – Collection Event
Scott County Soil & Water Conservation District 95 US 23 South Gate City, VA 24251
avicars@scottcountyva.com
Amy Vicars 276-386-9241
Contracted 2006 -current

Washington County VA – Collection Event
Washington County Virginia Recycling 205 Academy Drive Abingdon, VA 24210
amorris@washcova.com
Allen Morris 276-676-6216
Contracted 2007 -current

Dinwiddie-Petersburg VA – Collection Event
Dinwiddie Soil & Conservation13915 F Boydton Plant Road Dinwiddie, VA 23841
sara.cravath@vaswdc.org
Sara Cravath 804-469-7297
Contracted 2006 -current

Frederick County VA – Permanent Facility
Department of Public Works 107 Kent Street Winchester, VA 22601
aclark@fcva.us
Andrew Clark 540-665-5658
Contracted 2008 -current

MXI Environmental Services LLC
Previous Experience

Rivanna Solid Waste Authority – Collection Event & CESQG 695 Moore's Creek Lane Charlottesville, VA 22902 pmckalips@rivanna.org	Phillip McKalips 434-977-2970 Contracted 2019-current
Manassas VA – Collection Event Waste Management of Northern Virginia 8305 Quarry Road Manassas, VA 22110 svandyk1@wm.com	Suzanne VanDyke 703-393-0881 Contracted 2008-current
Lancaster County VA – Collection Event Northern Neck SWCD 5559 Richmond Road Warsaw VA 22572 Kathy.clarke@nnswcd.org	Kathy Clarke 804-313-9102 Contracted 2008 -current
Northumberland County VA – Collection Event Northern Neck SWCD 5559 Richmond Road Warsaw VA 22572 Kathy.clarke@nnswcd.org	Kathy Clarke 804-313-9102 Contracted 2008-current
Richmond County VA – Collection Event Northern Neck SWCD 5559 Richmond Road Warsaw VA 22572 Kathy.clarke@nnswcd.org	Kathy Clarke 804-313-9102 Contracted 2008-current
Westmoreland County VA – Collection Event Northern Neck SWCD 5559 Richmond Road Warsaw VA 22572 Kathy.clarke@nnswcd.org	Kathy Clarke 804-313-9102 Contracted 2008 -current
New River Resource Authority VA – Collection Event 7100 Cloyd's Mountain Road Dublin VA 24084 jlevine@wildblue.net	Joe Levine 540-674-1677 Contract 2010 -current
New River Resource Authority VA – Permanent Facility 7100 Cloyd's Mountain Road Dublin VA 24084 jlevine@wildblue.net	Joe Levine 540-674-1677 Contract 2015-2019
Carroll/Grayson/Galax Solid Waste Authority – Collection Event 225 Landfill Road Hillsville VA 24343 allen.lawson@carrollcountyva.gov	Allen Lawson 276-728-4907 Contract 2017 -current
Page County VA Solid Waste – Collection Event 219 Landfill Drive Luray VA 22835 whall@pagecounty.virginia.gov	William Hall 540-742-3854 Contract 2017 -current
Town of Blacksburg VA – Collection Event 2700 Prosperity Road Blacksburg VA 24060 kday@blacksburg.gov	Karen Day 540-961-1806 Contracted 2009-2012
Botetourt County VA – Collection Event Botetourt County Solid Waste 259 Landfill Road Troutville VA 24175 ghannah@botetourtva.us	Gregory Hannah 540-992-5111 Contracted 2010-current
Stafford County VA – Collection Event Rappahannock Regional SWMA 489 Eskimo Hill Road Stafford VA 22554 Fjohnson@staffordcountyva.gov	Francesca Johnson 540-658-5273 Contracted 2008-current
City of Norfolk VA – Permanent Facility 1176 Pineridge Road Norfolk VA 23502 Androse.jefferson@norfolk.gov	Androse Jefferson 757-441-1176 Contracted 2014-2019
Montgomery County VA – Permanent Facility Montgomery County SW Authority 555 Authority Drive Christiansburg VA 24068 acummins@mrswa.com	Alan Cummins 540-381-2820 Contracted 2014 -current
Bedford VA – Permanent Facility and Collection Event County of Bedford 1060 Recycle Road Bedford VA 24523 mdorsey@bedfordcountyva.gov	Mike Dorsey 540-587-0732 Contract 2011 -current
Smyth County VA - Collection Event Smyth County Solid Waste Authority121 Bagley Circle Marion VA 24354 solidwaste@smythcounty.org	Wally Blevins 276-780-8705 Contracted 2007, 2021-current
City of Salem VA - Collection Event 105 South Market Street Salem, VA 24153 jfender@salemva.gov	James Fender 540-375-3080 Contracted 2005-2008
Southeastern Public Service Authority - Permanent Facility 723 Woodlake Drive Chesapeake VA 23320 mkelley@spsa.com	Michael E Kelley 757-449-5351 Contracted 2019-current
Tazewell County VA - Collection Event	

MXI Environmental Services LLC
Previous Experience

P.O. Box 2359 Abingdon VA 24212
uppertnriver@yahoo.com
Carol Doss 276-628-1600
Contracted 2019-current

Town of Abingdon VA - Collection Event
PO Box 789 Abingdon VA 24210
rstatzer@abingdon-va.gov
Rick Statzer 276-451-0451
Contracted 2019 -current

Roanoke Valley Resource Authority - Permanent Facility
Roanoke Valley Resource Authority 1020 Hollins Rd. Roanoke Va. 24012
jharbin@rvra.net
Jeff Harbin 540-521-0396
Contracted 2015-current

Rockingham County VA - Collection Event
Rockingham County 813 Greendale Road Harrisonburg VA 22801
lshepard@rockinghamcountyva.gov
Lisa Shephard R540-564-3020
Contracted 2020-current

Virginia Peninsulas Public Service Authority - Collection Event
VPPSA 475 McLaws Circle Suite 3B Williamsburg, VA 23185 cell
DMagnant@vppsa.org
David Magnant 757-259-9850
Contracted 2019-current

Transylvania County VA-Permanent Facility
500 Howell Road Brevard NC 28712
kenn.webb@transylvaniacounty.org
Kenn Webb Director 828-884-1842
contracted 2019-current

Fluvanna County VA-Collection Event
Fluvanna County VA PO Box 70 Palmyra VA 22963
aspitzer@fluvannacounty.org
Aaron Spitzer 434-414-4403
Contracted 2023 - current

Town of Glade Spring VA-Collection Event
Town of Glade Spring PO Box 98 Glade Spring VA 24340
cecile@gladespringva.org
Cecile Rosenbaum 276-429-5134
Contracted 2023 - current

Manassas Park VA-Collection Event
Dept of Public Works of Manassas Park 331 Manassas Drive Manassas Park VA 20111
l.coughanour@manassasparkva.org
Laura Coughanour 703-393-0881
Contracted 2022-current

Shenandoah County VA-Collection Event
Shenandoah County Landfill 349 Landfill Road Edinburg VA 22824
bdellinger@shenandoahcountyva.us
Brad Dellinger 540-325-6779
Contracted 2023 - current

Stafford County VA-Collection Event
Rappahannock Regional Solid Waste 489 Eskimo Hill Road Stafford VA 22401
fjohnson@staffordcountyva.gov
Francesca Johnson 540-658-5273
Contracted 2016-current

Newport News VA - Permanent Facility
City of Newport News 2400 Washington Ave Newport News VA 23607
smithmj1@nnva.gov
Michael Smith 757-886-7645
Contracted 2023 - current

West Virginia

Berkeley County WV – Collection Event
111 Landfill Drive Martinsburg WV 25401
crhogbin@gmail.com
Clint Hogbin 304-267-9370
Contracted 2008

WV - Statewide Pesticide Collection
West Virginia Department of Agriculture
Pesticide Regulatory Programs 1900 Kanawha Blvd, East Charleston WV 25305
gbishop@wvda.us
Grant Bishop 304-558-2209
Contracted 2009 -2021

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

TABLE OF CONTENTS

1.0 INTRODUCTION

2.0 TRAINING

- 2.1 General Requirement
  - 2.1.1 Supervisors and Other Decision makers
  - 2.1.2 Pour-Off Employees/Emergency Responders
  - 2.1.3 Other Employees Handling Wastes
- 2.2 Site Safety Meeting

3.0 SITE REQUIREMENTS

- 3.1 Site Placement
- 3.2 Site Preparation
- 3.3 Site Setup
  - 3.3.1 Off-Loading
  - 3.3.2 Initial Sort
  - 3.3.3 Second Sort/Segregation
  - 3.3.4 Bulking/Pour-Off
  - 3.3.5 Chemistry
  - 3.3.6 Command Center/Main Emergency Response Station
  - 3.3.7 Employee Break Area

4.0 EQUIPMENT REQUIREMENTS

- 4.1 Site Setup
- 4.2 Pour-Off
- 4.3 Command Center/Main Emergency Response Station
- 4.4 Spill Stations
- 4.5 Eployee Break Area

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

5.0 PERSONAL PROTECTIVE EQUIPMENT

- 5.1 Site Setup/Breakdown
- 5.2 Off-Loading/Initial Sort/ Second Sort/Segregation
- 5.3 Bulking/Pour-Off
- 5.4 Chemistry

6.0 CONTINGENCY PLAN

- 6.1 Emergency Information
- 6.2 Emergency Action
  - 6.2.1 Spill or Chemical Release
  - 6.2.2 Flammable Conditions
  - 6.2.3 Fire
  - 6.2.4 Reaction
  - 6.2.5 Employee Injury or Exposure
  - 6.2.6 Evacuation

7.0 SITE-SPECIFIC INFORMATION

8.0 OPERATING GUIDELINES

- 8.1 Off-Loading
- 8.2 Initial Sort/Second Sort/Segregating
- 8.3 Pour-Off
- 8.4 Packing/Shipment

9.0 MISCELLANEOUS

10.0 APPENDICES

- 10.1 Site Layout
- 10.2 Site-Specific Information
- 10.3 Site Safety Meeting Checklist and Acknowledgment
- 10.4 Lab-pack Guidelines
- 10.5 Excluded Materials

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

1.0 INTRODUCTION

Household Hazardous Waste (HHW) Collections pose potential health and safety hazards to community residents and workers at these events, as well as risks to the environment. Community residents may unknowingly bring substances that are extremely volatile, flammable, toxic or unstable. To minimize the potential for a mishap, MXI Environmental Services LLC has established this Health and Safety Guideline for HHW operations. Although this guideline presents general requirements for HHW operations, additional requirements may be imposed based on client bid specifics.

This guideline attempts to address the issues involved with the handling of HHW in order to minimize potential human exposure to or injury from handling HHW, as well as to reduce the potential for any environmental contamination.

2.0 TRAINING

2.1 General Requirement

All MXI Employees participating in HHW collections must have successfully completed the appropriate training as outlined in this section. The training will enable the employee to safely perform her/his function, as well as satisfy the operational objectives of the HHW collection.

2.1.1 Supervisors and Other Decision Makers

Employees involved the supervision of operations, waste-related decision-making, lab packing of waste, documentation for the job and those responding to an emergency situation must be 40-hour OSHA trained.

2.1.2 Supervisors of Pour-Off Employees

Employees supervising pouring operations to consolidate wastes must be 24-hour OSHA trained. Their OSHA training and respirator fit testing must be current.

2.1.3 Other Employees Handling Wastes

Employees involved in any other waste handling operations (i.e., off-loading cars, sorting, pouring) must complete the MXI HHW Training Program or its equivalent.

The MXI HHW Training Program has components devoted to each aspect of the operational details for a HHW collection event. Employees who are 40-hour trained should also receive this operation specific training. Training must be current and employees will be issued a valid certificate.

Part time or temporary employees must have the level of training prescribed for the function they will be performing. All Employees, including those not handling waste, must be involved with the site safety meeting and understand the site contingency plan.

2.2 Site Safety Meeting

After site setup, the MXI Site Supervisor must conduct a site safety meeting. The purpose of this meeting is to assure that all crew members are aware of the following:

- Requirements of HHW Guidelines
- Each person's role in the HHW collection
- Location of safety equipment
- Contingency plans
- Waste packing guidelines & unacceptable materials
- Chemical/Physical hazards associated with the wastes and collection activities
- Personal protection equipment requirements
- Safety precautions/work practices

The Site Supervisor can use the Site Safety Meeting checklist and acknowledgment in Appendix 3 to document the meeting. All individuals who will enter work areas must participate in the meeting and sign-off on the Acknowledgment. Other people at the site associated with the HHW Collection (local officials, volunteers, EPA personnel, etc.) should be included in the safety meeting.

3.0 SITE REQUIREMENTS

3.1 Site Placement

Site Placement requires careful consideration to ensure the safety of the operations, as well as the prevention of environmental contamination. Adequate room for collection activities, equipment, waste containers, and vehicle access/exit must be maintained. The following must be considered when determining the appropriate location of the waste collection area:

- Minimum required operations area – 1200 sq. ft (i.e., 30′ x 40′);
- Open areas are preferable to allow for increased air movement (aids in dispersion of vapors);
- Adequate access for emergency equipment (fire trucks, ambulance, etc.)
- Smooth traffic flow for entrance/egress of participants;
- Adjacent property lines (i.e., homes, businesses) must be well away from the collection area;
- The nearest public way must be adequately separated from the collection area;

- Car off-loading area must be separate from the pour-off operations;
- No ignition sources can be adjacent to the pour-off area for flammable /combustibles;
- There must be proximity to a ground source for containers being utilized for flammables/combustibles are being poured;
- No other events should be scheduled for the location utilizing the area;
- No smoking is allowed within 25 feet;
- Proximity to potable water and a telephone;
- Proximity of fire hydrants;
- Location where waste roll offs or compactor truck (if applicable) can safely dump load in the event of an emergency (e.g. fire);
- Staging area for waste flammable/combustible drums away from potential fire sources, including waste compactor truck and/or rolloff containing empty containers from pour off operations.

3.2 Site Preparation

To reduce the likelihood of environmental contamination and limit the migration of spilled material, the following site preparation must be performed:

- Seal all storm drains;
- Lay poly in locations where waste will be handled. Include vehicle lanes if required by client. Cover foot traffic areas with card board which will be discarded at the end of the job;
- Work tables will be set up by placing plywood on top of 55 gallon drums or cubic yard boxes;
- Designate emergency and spill equipment stations. (See Sections 4.3 and 4.4);
- Designate decontamination area;
- Restrict access to the collection and waste handling areas as appropriate;
- Indoor collection sites should be set up with general room ventilation;
- Indoor collection sites with pour-off and/or paint bulking area may require local ventilation;
- Identify location where roll off or waste compactor truck (if used) can be dumped in the event of a fire within the container or truck and dumping becomes necessary (ordered by Fire Dept.) Location should be selected to minimize likely runoff of water during firefighting activities, or alternately a location where containment material could easily be deployed by on-site personnel.

3.3 Site Setup

Seven work areas will be established to accept, sort, consolidate and pack household hazardous waste (HHW): Off-loading; Initial Sort; Segregation; Bulking/Bulk Loading; Chemistry/Lab Packing; Command center; and Employee break area.



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

3.3.1 Off-Loading:

The household waste is removed from stationary vehicles and placed in carts to be moved to the Initial Sort area. Multiple lanes may be used. Poly should not be placed where the vehicle tires will ride over it, unless specifically requested by the client. The traffic flow must be regulated to avoid overcrowding in the off-loading area. A clear lane must open to allow emergency access in the event of an emergency and for movement of equipment utilized in at the event. The vehicle travel lanes can be designated with traffic cones. Residents should be encouraged to stay in their vehicles for their own safety.

Certain materials are not acceptable for disposal at a HHW collection (refer to Appendix 5 for a list of the specific materials not acceptable at the collection event). Waste should be inspected for unacceptable materials while still in the resident's vehicle and the resident informed of any waste which can not be accepted. Reactive materials (peroxidizables, multi-nitrated compounds, etc.) should also be identified at this point.

Several classes of materials will be moved to the appropriate staging area as part of the unloading of the vehicle:

- Car Batteries: Lead Acid Batters will be moved as part of the unloading process and placed on a pallet in the staging area.
- Fluorescent Lamps: Lamps will be moved during the unloading process and placed in the staging area for packaging into the appropriate container.
- 20lb Propane: The tanks will be moved during the unloading process and placed on a pallet in the staging area.

Plastic/metal carts will be used to carry containers from vehicles to the Initial Sort area. The cart capacity should be sufficient to hold the largest container being carried. Carts should not be overloaded.

Unidentified/unmarked containers should be referred to the Unloading Supervisor prior to unloading from the vehicle. "Unidentified" is defined as an unlabelled container that the resident has no knowledge of the identity of the contents. **If the resident has no knowledge of the container contents, then the container will be considered an unknown and will not be accepted unless it is tested by a Chemist utilizing an un-known kit in a designated area away from the Unloading Area.** MXI Unloading Staff will direct the vehicle to an area where the required test can be conducted. **Unidentified material will not be accepted without specific approval by the Chemist.**

In the event of a leaking or spilled container in a vehicle, notify the Site Supervisor. The spilled material should be identified by labels, markings, or through customer questioning before handling. MXI is not responsible for spill cleanup in vehicles due to leaking containers and, therefore will not perform any vehicle decontamination, unless a MXI employee has caused the spill. Absorbents (e.g. 3M pads, speedi-dry) and other cleaning supplies should be kept readily available in the unloading area for quick response to spills outside of vehicles.

3.3.2 Initial Sort

Carts loaded in the Off Loading area are wheeled to the Initial Sort stations. The carts are unloaded in this station with Latex Paint, Aerosols, and Pints/Quarts separated out and placed in Totes/CYB or Drums before the cart is unloaded onto the Work Tables.

Latex Paint will be handled in one of three methods dependent upon the size of the job and the requirements of the contract:

- Latex Paint may be off loaded into metal totes. These totes, once full, will be moved by fork truck to a roll off. The tote will be emptied into the roll off utilizing a rotator on the fork truck.
- Latex Paint may be loaded into CYB. Once the box is full, it will be moved to the staging area for loading into a van trailer.
- Latex Paint may be poured into 55 gallon drums. Once the drum is full, it will be moved to the staging area for loading into a van trailer.

Aerosols will be off loaded into a CYB. Once the CYB is full, it will be moved to the staging area for loading into a van trailer.

Pints/Quarts is a category of materials that includes smaller sized containers of oil based paints and stains, wax's, caulk, thinners, preservatives, oils, grease etc. These materials will be off loaded into a CYB or drum. Once the CYB or drum is full, it will be moved to the staging area for loading into a van trailer.

The balance of HHW in the cart will be placed on the Work Tables in the Segregation Area for the Second Sort:

3.3.3 Second Sort/Segregating

This area separates and directs the HHW materials that will be bulked, moves the materials that will be more specifically categorized for lab

packing in Chemistry and pulls out 1lb Propane and Fire Extinguishers for packaging.

Tables will be used to place the HHW materials on that were not pulled out in the Initial Sort. These tables will consist of Plywood suspended on drums or CYB. The Plywood will be over lapped to allow for expansion of the work area as appropriate for the size of the job.

MXI staff will be located behind the Initial Sort stations and will direct materials as follows:

Oil Based Paints and Paint-related materials will be handled in one of two methods:

- If Oil Based Paints are to be bulked, they will be moved down the table to the Bulking Area.
- If Oil Based Paints are to be loaded into Drums, CYB or hand stacked into a roll off, they will be moved down the tables in an opposite direction for packaging in the designated container or roll off.

Oil/Gasoline/Anti Freeze will be moved down the work table to the bulking area. These materials will be poured into separate drums for each. The empty container will be placed into a roll off that is placed behind the Bulking area.

Pesticide Liquid and Solids will be placed by the Second Sort staff into drums or CYB's positioned behind the Work Tables and to the side of the Chemistry Area. These materials will be placed in the container.

All other materials will be place on the Work Table in front of the Chemist.

3.3.4 Bulking

This is the location where wastes capable of being consolidated on site are collected and consolidated via a pour-off operation. A MXI-trained employee will supervise these operations and screen all containers to ensure only acceptable materials are poured. Containers to be poured will be transferred to work tables at the end of the Segregation tables. Containers will then be opened and poured into a collection drum or placed on a Paint Spinner. **With the exception of motor oil, any pourable materials not in their original containers must be reviewed by the Chemist for pH/oxidizer testing.**

The setup should include the following:

- Compatibility testing will be performed for pourable materials not in their original containers (Exception: motor oil). Test buckets will be located in a drip pan.
- Absorbent will be readily available in the area.
- Proper bonding and grounding procedures will be employed for pouring all flammable materials.
- A local exhaust blower will be set up to control/reduce employee exposure to vapors from flammable/combustible materials, if the operation is conducted indoors.
- A "Roll-off" or "trash compactor truck" may be located adjacent to the pour-off area for placement of discarded original containers.
- All filled flammable/combustible containers must be moved to a staging location away from pour-off/consolidation, and compactor truck or rolloff containing empty pour-off/consolidation containers.

3.3.5 Chemistry

The Chemistry work area consists of an off-loading work tables and shipping containers for the respective waste types. Materials from the Second Sort staff are placed on the work tables. Behind the work tables are drums and pails designated for each primary waste categories including:

- Acid, solid and liquid
- Base, solid and liquid
- Oxidizer, solid and liquid
- Poison
- Mercury, Mercury containing devices
- Flammable Solid
- Peroxides
- Reactive

The Chemist will segregate waste based upon a review of the contents of the waste cross referenced to documentation provided to the Chemist by MXI. In addition the Chemist may use standard testing to identify the waste characteristics. The properly classified HHW will then be place into the appropriate packing container. The designation of the waste groups by MXI is set forth in Appendix 4.

The following is required:

- All containers are to be lined
- All containers will have an appropriate absorbent materials added
- All containers are to be labeled with the appropriate waste label and DOT label.
- All filled containers are to be removed to the staging area
- All containers will be DOT shippable.

3.3.8 Command Center/Main Emergency Response Station

A table will be set up as Command Center (CC) for the HHW collection event. The location of the CC will be determined by the Site Supervisor based on the layout of the other operations. The CC will have the first aid equipment and is the main emergency response station (see Section 4.3 for specific equipment). The CC is where all the paperwork processing will be completed and other information associated with the HHW event will be available.

3.3.9 Employee Break Area

An area will be established by the Site Supervisor as an employee break area where personnel can go to eat, drink, smoke, and rest. The area will be located away from any waste handling operations. The area should be established in a shaded location when the ambient temperature is above 80°F. Personnel must remove PPE before entering the break area and wash before they eat, drink, smoke, etc. Personnel must notify the Site Supervisor upon going to and returning from the break area.

4 Equipment Requirements

The following is a list of equipment that will be required to set up and conduct HHW site event. The amount of equipment will vary depending on the size of the event.

4.1 Bulking Pour-Off

- Flexible grounding and bonding cables;
- Iron or steel rod to install as ground source, if existing source not available
- Wire brush, scraper or sand paper;
- Continuity tester;
- Explosion-proof exhaust blower for operations conducted inside with a generator to power the blower if there is no power on site;
- 2 x 20lb ABC-rated fire extinquisher;

- 17H steel 55 gallon drums;
- Funnels;
- Absorbent materials (speedy-dry 3M pads);
- Non-sparking (brass) bung wrenches
- Shovel, and hand tools;
- Opener for paint cans;
- Broom and dust pan;

4.2 Command Center/Main Emergency Response Station

- Safety Information Package: HHW Guidelines, emergency phone numbers, hospital directions and reference sources (Chemical Dictionary, DOT ER Guidebook & NIOSH Pocket Guide, MXI Env. H&S Field Manual, 5-page Emergency Response Plan blank);
- First aid kit;
- Eye wash solution;
- Air horn for emergency alarm signal;
- Cell phone for communications;
- Combustible gas meter and organics meter;
- 2 x poly-Tyvek;
- Nitrile, PVA, PVC and neoprene gloves.
- 2 pairs chicken boots or rubber overboots;
- Duct tape;
- 1 x 20 lb ABC-rated fire extinguisher
- Absorbent materials (speedi-dry, 3M pads, etc.);
- Acid/base neutralizing materials;
- Drum repair kit consisting of plugs and patches;
- Broom and shovel or dust pan.

4.3 Spill Stations

Additional spill stations may be located on the site

- Absorbent materials. (Speedi-dry, 3M pads, etc.)

4.4 Employee Break Area

- Hand sanitizer;
- Paper Towels;
- Cooler with water or other non-caffeinated beverage;
- Oral thermometer for heat stress monitoring (temp. ≥ 80°F).

5 Personal Protective Equipment

5.1 Site Set-up/Breakdown



Personnel setting up and breaking down the HHW collection site will be dressed in Level D personal protection, which will include:

a) Work clothing;
b) Safety glasses with sideshields;
c) Work gloves (if no chemical contamination) or PVC.

5.2 Off-Loading/Initial Sort/Second Sort/Segregation/Shipment

Personnel off-loading vehicles, segregating, and packing materials will be in modified Level "D" personal protection to include:

a) Tyvek disposable white coveralls or CPFI apron;
b) Work gloves or PVC gloves;
c) Safety glasses w/side shields;
d) Reflective vest or MXI shirt for off-loaders.

An increased level of respiratory protection and PPE may be warranted in specific situations. Leaking containers, spills or other instances where potential exposure may occur may require upgrading with the guidance of the Site Supervisor.

5.3 Bulking/Pour-Off

Because of the handling of open containers, pour off personnel shall don Level C personal protection. Minimum PPE for pour-off operations includes:

a) Safety glasses w/side shields;
b) Poly-Tyvek suit or apron;
c) Latex or nitrile rubber gloves – inner;
d) PVC gloves – outer;
e) Chicken boots or rubber over boots;

5.4 Chemist

This area performs lab pack of chemicals and shall don Level C personal protection. The minimum PPE for the Chemistry area includes:

a) Safety glasses w/side shields;
b) Poly-Tyvek suit or apron;
c) Latex or nitrile rubber gloves – inner;
d) PVC gloves – outer;
e) ½ Face Respirator/if required

6 Contingency Plan

In order to prepare for potential releases, spills or emergencies, a contingency plan must be

developed. Prior to the HHW collection, the Site Supervisor or other MXI representative should visit the site to gather site-specific information, which will be included in Appendix 2. A traffic flow plan must be established that will allow emergency equipment (Fire Department, ambulance, etc.) access to the site in the event of an emergency. The proposed layout of the site in relation to neighboring structures and properties must also be identified. Location of fire hydrants or lack thereof must be identified. Fire Department should be prepared in the event the site has no readily available hydrants. Locations for the trash compactor truck or roll offs, and for possible dumping of the truck or roll off in the case of a fire (dumping only as directed by the Fire Department) should be identified. This information will be used to develop a site map. A copy of the contingency plan should be available to the local emergency organizations, EPA representatives and all other involved parties.

Remember to keep access lanes to the site clear at all times. In the event of an emergency, emergency equipment may need to have direct access to the site. Traffic lanes should be prearranged so there is an open path at all times.

The Site Supervisor will serve as the Emergency Coordinator in the event of an emergency situation.

6.1 Emergency Information

Emergency information will be located at the Command Center table. The Information will be placed on the table with the job folder. Information to be present should include a copy of the HHW Collection Guidelines containing the site specific information (contingency plan, emergency phone numbers, hospital directions, etc.) and safety references (Chemical Dictionary, DOT ER Guidebook, NIOSH Pocket Guide, and MXI 5-page Emergency Response Plan). The following services shall be included on the emergency phone list; Fire Department, ambulance, hospital, poison information center, police department, state police, MXI support location, and local H&S rep.

6.2 Emergency Actions

6.2.1 Spill or Chemical Release

In the event of a spill or release, the Site Supervisor will evaluate the situation and evacuate the site if necessary. A continuous blast of an air horn will signal the evacuation of the site. The Site Supervisor, with the assistance of the local H&S Representative, will decide how to respond to and contain and clean up the spill/release. Ensure that the evacuation assembly area is located upwind.

6.2.2 Flammable Conditions

In the event that flammable vapors exceed 10% of the Lower Explosive Limit (LEL), the following actions should be taken:

- Cease all pour operations and evacuate the pour area.
- Eliminate all ignition sources. No Smoking.
- Stop the flow of cars into the area and have all cars in the unloading area exit immediately.
- If vapors do not dissipate in a short period of time (five minutes), notify the local official on site and the Fire Department. Contact the local MXI H&S Rep for assistance on how to proceed.

Low lying and other areas that may hold trapped flammable vapors should be monitored with an LEL meter to ensure vapors have dissipated. After the site has been monitored, the Site Supervisor may give the "all clear".

6.2.3 Fire

In the event of a fire, an appropriate fire extinguisher may be used to fight a fire if it is in the incipient stage. The following additional actions should be taken:

- Cease all operations and evacuate the area of all unnecessary personnel. Ensure that wind direction is noted in determining Evacuation Assembly Areas: locate upwind.
- Eliminate all ignition sources.
- Stop the flow of cars into the area and have all cars in the unloading area exit immediately.
- Notify the local official on site, the Fire Department and the local MXI H&S Rep.

6.2.4 Reaction

In the event of a reaction during pouring, the following actions should be taken:

- Cease the pour operations and evacuate the pour area. Ensure that wind direction is noted in determining evacuation assembly areas: locate upwind.
- Notify the Site Supervisor and the local MXI H&S Rep immediately.
- The Site Supervisor will evaluate the situation, evacuate the site if necessary, and decide on any further action.

6.2.5 Evacuation

In the event that the decision is made to evacuate the site, the Site Supervisor will sound the alarm with repeated blasts on the Air Horn. All staff will:

- Cease all operations and evacuate the area of all personnel
- Stop the flow of cars into the area and have all cars in the unloading area exit immediately
- All Staff is to move expediently to the Command Center or the Evacuation Assembly Area: locate upwind
- Notify the local official on site, the Fire Department and the local MXI H&S Rep.
- Be available to assist as directed by the Site Supervisor.

6.2.6 Employee Injury or Exposure

If an employee becomes injured or ill (e.g., heat-related illness), provides first aid and seek medical attention, if necessary. Notify the Site Supervisor and the local MXI H&S Representative immediately. If there is an injury involving blood, be sure to follow the MXI Blood borne Pathogens Exposure Control Plan.

7 Site Specific Information

Site specific information will be gathered prior to the start of the collection and reviewed by the Site Supervisor with the crew during the site safety meeting. Refer to the Site Specific Information Form in Appendix 2 for details on the HHW collection in question.

8 Operational Guidelines

At a minimum the following steps must be followed during collection operations. It is the Site Supervisor's responsibility to ensure that all employees understand and follow the appropriate guidelines.

8.1.1 Off-Loading

- When a vehicle enters the off-loading area, the vehicle engine should be shut off and the resident should stay in the vehicle. An MXI employee will then unload the vehicle. A cart may be used to transport the waste containers from the vehicles to the initial sort station.
- Waste should be inspected for unacceptable materials while it is still in the resident's vehicle. Unacceptable waste shall not be accepted. High hazard materials (peroxides, multi-nitrated compounds, etc.)



will be handled by the Chemist only. The resident should not be allowed to leave until the high hazard waste has been screened.

- If a large volume of waste is in boxes or crates, they may be brought to the Initial Sort Station for unpacking. In the event of a leaking or spilled container in a vehicle, the material should be identified by labels, markings, or through customer questioning before handling and then over-packed appropriately. The vehicle owner is responsible for decontaminating the vehicle. Only if a MXI employee is responsible for the spilled material should they perform any decontamination. Notify the Site Supervisor in either case. After a MXI decon has been completed the Site Supervisor should inspect the car.
- All containers should be checked for labels and the driver asked to confirm the contents. If there is no label and the driver can identify the container's contents, it must be written on the container.
- In the event an unidentified container is received, it should be fingerprint-tested by a MXI chemist utilizing a fingerprinting kit in a designated area away from personnel. Finger-printed containers should be lab packed for disposal. "Unidentified" is defined as an unlabelled container for which the resident does not have definitive knowledge of the content of the contents. If the resident has no knowledge of the container contents, then the container will be considered an unknown and not be accepted.
- The Site Supervisor should be available to make decisions on what materials are acceptable for collection. Also, refer to Appendix 1 for list of unacceptable materials.
- Immediately over-pack any leaking containers.
- If a spill occurs, all operations should stop until the situation is under control and the spill is cleaned up. (See Section 6.2.1, Contingency Plan).
- Containers should not be opened in vehicles for any reason.

8.2 Initial Sort & Second Sort/Segregating

- Personnel segregating and packing wastes should be trained.
- Ensure drums are labeled, segregated and staged properly. Drums should be arranged in the same manner as the receiving tables to reduce movement and handling.
- Ensure containers are packed according to the packing specifications given in Appendix 4.
- Immediately over-pack leaking containers.



- If a spill occurs, all operations should stop until the situation is under control and the spill is cleaned up (See Section 6.2.1, Contingency Plan).

8.3 Pour-Off

- An MXI trained employee will supervise these operations and screen all containers to ensure only acceptable materials are poured.
- Locate the pour-off/bulking area away from the car unloading area, potential ignition sources, and the nearest public way; and well away from adjacent property lines.
- Establish one collection drum/pail for each waste stream being consolidated as indicated in the packing specifications in Appendix 4.
- If the pour-off or bulking operations are conducted indoors, set up the blower to remove vapors. Direct the discharge duct away from personnel and ignition sources.
- Assure bonding and grounding wires are attached to a clean, non-corroded, non-painted metal surface on the collection drums. Use wire brush or other device to remove rust or paint from drums to attach grounding wires. Also ground the blower, if utilized.
- Establish a ground source. Examples of ground sources which may exist on site include fire hydrants, utility pole grounds, electrical system grounds, and cold water pipes. If no existing ground source is present, establish a ground by sinking a ground rod at least 8 ft. below surface or by submerging a ground rod at least 1 ft. under water in any natural body of water (i.e., stream, pond, etc.). Check grounding/bonding continuity with test device to ensure the resistance of the connections is low (<20 ohms) or shows as being acceptable on test device.
- Cover collection drums as appropriate to limit exterior contamination.
- Prior to opening or consolidating any materials, don PPE.
- With the exception of motor oil, any pourable materials not in their original containers will be set aside for ph/oxidizer testing and separate consolidation utilizing compatibility ("bucket") testing. Monitor for any possible reaction between materials (smoking, fuming, spattering, heat generation, etc.). If a material reacts, do not pour it. Labs pack the container for disposal and start a new bucket test.
- If direct-reading instrumentation or personal air monitoring is specified by Health & Safety, monitor the area while pour off/squishing operations are conducted. Document your readings.

- As soon as a drum is full, it should be closed and labeled before another drum is started. Full drums should be moved to designated staging area away from pour-off and from trash compactor or roll-off.
- Keep ample absorbents (speedy dry, 3M pads) in area and clean up all spills immediately.
- Chemists and pour off personnel should ensure that non-pour off containers (e.g. empty cans of containers brought in by homeowners) are not thrown into the compactor truck or roll-off if there is any possibility they contain residual chemicals (e.g., oxidizers) which could react with flammables/combustible material, or cause other reactions. Any containers with any residual material will be lab packed.

8.4 Packing/Shipment

Pre-transportation and transportation requirements will be adhered to for packing and shipping all waste containers generated at the HHW collection.

- All lab pack containers shall be packaged with appropriate absorbent material per standard lab pack procedures.
- Reference packing specifications in Appendix 4 for specific requirements of waste stream packaging for the contract.
- All drums generated from the bulking/pour off and paint bulking operations shall be checked to ensure container integrity and no exterior contamination.
- All containers shall be checked to ensure proper DOT labeling and other appropriate waste stream information is communicated properly.
- A drum count will be taken to ensure accuracy before shipment (Use of a standard count sheet to reflect piece size and quantity is recommended).
- The Site Supervisor (or the designated person responsible for the generation of appropriate manifest, shipping documents, and other associated documentation) will review all shipping documents with the driver(s) before departure to ensure the completion of all forms as required. This person will also ensure with driver(s) that appropriate vehicle placarding is in place.
- If requested, the Site Supervisor will phone MXI dispatch to communicate the size of the inbound shipment.

9 Miscellaneous



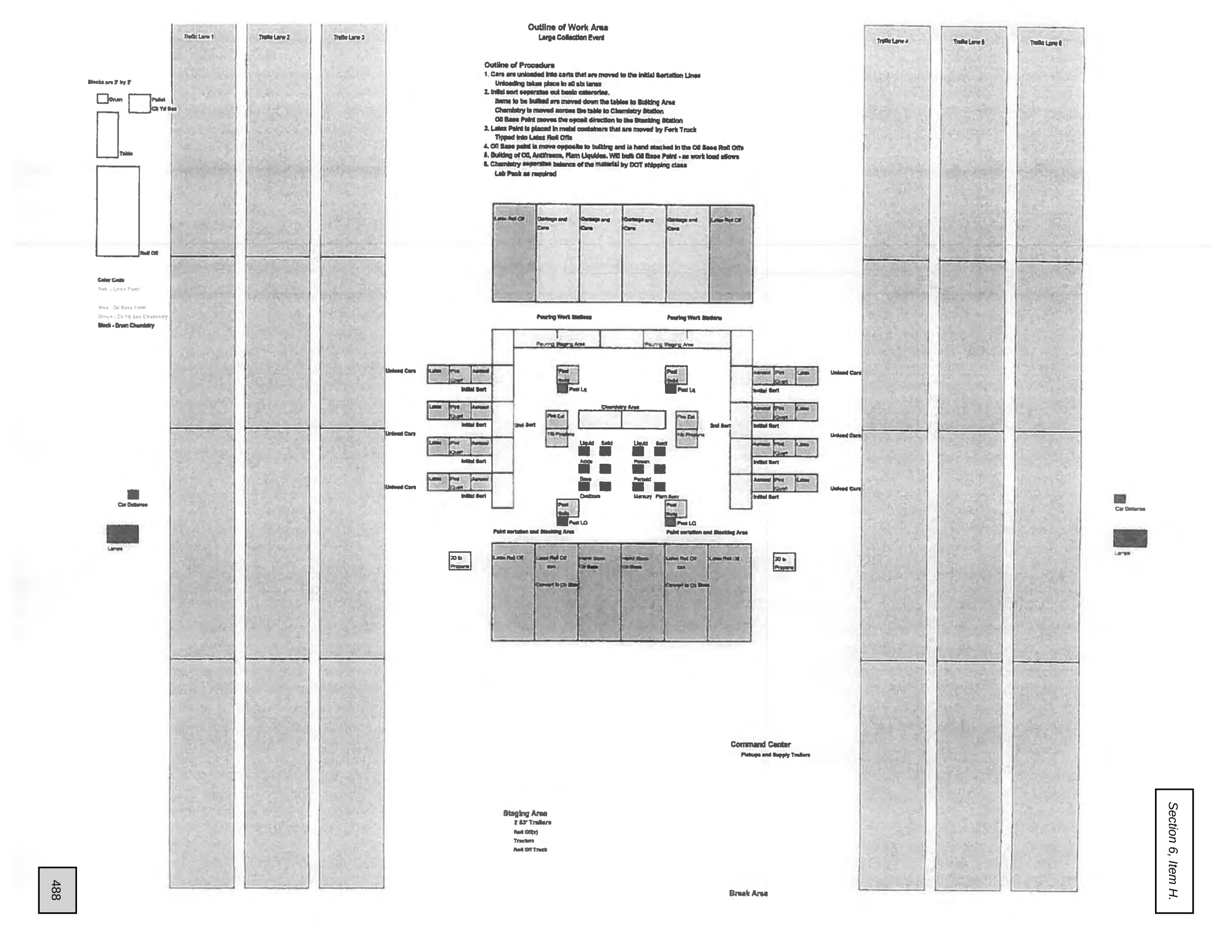
GUIDELINES FOR
HOUSEHOLD HAZADOUS WASTE COLLECTIONS

Refer to the following MXI Health & Safety Programs/Guidelines for additional guidance and information.

- Heat/Cold Stress
- Drum Handling
- Decontamination
- Grounding and Bonding Guidelines
- Physical Hazard Control Checklists
- Asbestos Handling
- Respiratory Protection
- Personal Protective Equipment (PPE)
- Blood borne Pathogen Exposure Control Plan for First Aid Responders
- Confined Space Entry Guidelines

10 Appendices

1. Site set-up flow and diagram
2. Site-Specific Information for HHW Collection
3. Site Safety Meeting Checklist and Acknowledgment for HHW Collections
4. Packing Specifications for HHW Collections
5. Unauthorized Materials
6. Collection-Specific Budget/Pricing Information
7. Collection-Specific Contract

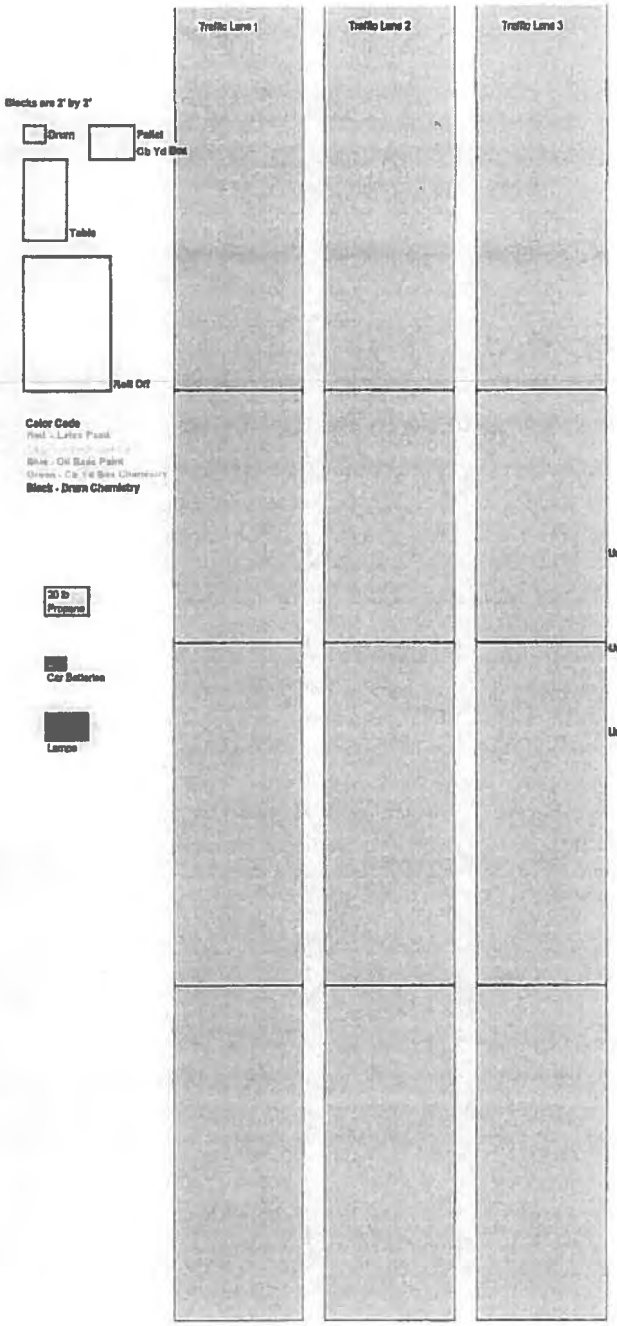

Outline of Work Area
Large Collection Event
Outline of Procedure
1. Cars are unloaded into carts that are moved to the initial sortation Lines
Unloading takes place in all six lanes
2. Initial sort seperates out basic catagories.
Items to be bulked are moved down the tables to Bulking Area
Chemistry is moved across the table to Chemistry Station
Oil Base Paint moves the opcak direction to the Staging Station
3. Latex Paint is placed in metal containers that are moved by Fork Truck
Tipped into Latex Roll Offs
4. Oil base paint is move opposite to bulking and is hand stacked in the Oil Base Roll Offs
5. Bulking of Oil, Antifreeze, Flam Liquides. Will bulk Oil Base Paint - as work load allows
6. Chemistry seperates balance of the material by DOT shipping class
Lab Pack as required
Traffic Lane 1
Traffic Lane 2
Traffic Lane 3
Traffic Lane 4
Traffic Lane 5
Traffic Lane 6
Blocks are 3' by 3'
Drum
Pallet
Cft Yd Box
Table
Roll Off
Color Code
Red - Latex Paint
Green - Oil Base Paint
Orange - Cft Yd Box Chemistry
Black - Drum Chemistry
Car Batteries
Lamps
Latex Roll Off
Garbage and Cans
Pouring Work Stations
Pouring Staging Area
Unload Cars
Initial Sort
2nd Sort
3rd Sort
Chemistry Area
Liquid
Solid
Acids
Bases
Oxidizers
Poisons
Peroxid
Mercury
Flam Solv
Paint sortation and Blending Area
30 lb Propane
Command Center
Pickups and Supply Trailers
Staging Area
2 53' Trailers
Roll Off(s)
Tractors
Roll Off Truck
Break Area

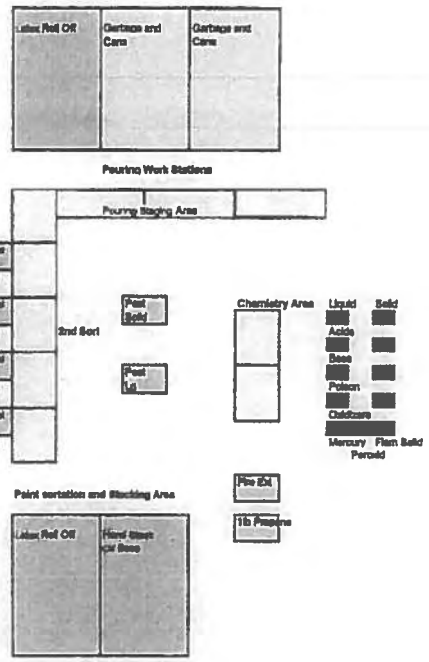
Outline of Work Area

Smaller Collection Event

Outline of Procedure

1. Cars are unloaded into carts that are moved to the Initial Sortation Stations
   Unloading takes place in all lanes
2. Initial sort seperates out basic catererories.
   Items to be bulked are moved down the tables to Bulking Station
   Chemistry is moved across the table to Chemistry Station
   Oil Base Paint moves the opposit direction to the Stacking Station
3. Latex Paint is placed in metal containers that are moved by Fork Truck
   Tipped into Latex Roll Offs
4. Oil Base paint is move opposite to bulking and is hand stacked in the Oil Base Roll Offs
5. Bulking of Oil, Antifreeze, Flam Liquides. Will bulk Oil Base Paint - as work load allows
6. Chemistry seperates balance of the materiel by DOT shipping class
   Lab Pack as required





Command Center
Pickup & Supply Trailer

Staging Area
53' Trailers
Roll Off/s!
Tractor
Roll Off Truck

Break Area



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

APPENDIX 2 SITE-SPECIFIC INFORMATION FOR HHW COLLECTIONS

SITE NAME: _____

SITE LOCATION: _____

_____

_____

COLLECTION DATE: _____

SITE SUPERVISOR: _____

SETTING: _____ OUTDOOR _____ INDOOR

SURROUNDING AREA:

_____ URBAN _____ RURAL _____ RESIDENTIAL _____ INDUSTRIAL

_____ OTHER (Specify)

BODIES OF WATER NEIGHBORING SITE:

_____ STREAM _____ RIVER _____ POND _____ LAKE _____ BAY _____ OCEAN

_____ OTHER (Specify)

PROPERTIES/OPERATIONS ABUTTING THE SITE & CURRENT USE:
(NOTE: SPECIFY APPROXIMATE DISTANCE TO WORK AREAS)

North: _____

_____

South: _____

_____

East: _____

_____

West: _____

_____

CLIENT SITE OPERATIONS:

_____

LOCATION OF GROUND FOR BULKING/POUR OFF:

_____

LOCATION OF EVACUATION ASSEMBLY AREA:

_____

LOCATION OF EMPLOYEE BREAK AREA:

_____

KEY PERSONNEL AND EMERGENCY NUMBERS:	
Fire Department.....	
Ambulance Service.....	

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

Police Department.....	
State Police.....	
Chemtrec.....	(800) 424-9300
Poison Information Center.....	

APPENDIX 3. SITE SAFETY MEETING CHECKLIST & ACKNOWLEDGMENT FOR HHW COLLECTION

The MXI Site Supervisor will discuss the below listed information with the work crew and other on-site personnel in a site safety meeting.

____ 1. SITE LAYOUT/WORK ZONES: Identify Off-loading, Initial Sort, Segregation, Bulking/Pour, Chemistry, Staging, Roll-Off Command Center, Decon & Break Areas.

____ 2. CHAIN OF COMMAND (Same Person Can Serve More Than One Function)

_____ Site Supervisor: _____

_____ Off-loading Supervisor: _____

_____ Chemist/Lab Pack Supervisor: _____

_____ Sort/Segregation Supervisor: _____

_____ Bulking/Pour-Off Supervisor: _____

____ 3. ROLE/ASSIGNMENT OF EACH WORKER

____ 4. EQUIPMENT LOCATIONS: Supplies, First Aid, Fire Extinguishers, Spill Clean-up, Communications, ER, PPE,

____ 5. PPE REQUIREMENTS

_____ Site Set up/Breakdown: Work clothes/safety shoes/safety glasses/gloves.

_____ Off Loading: Add disposable suit or apron/chemical gloves/traffic vest.

_____ Segregating/Packing: Add disposable suit or apron/chemical gloves.

_____ Pour Off & Chemistry Area: Add Poly-Tyvek suit or apron ½ face respirator Cartridges, inner (latex)/outer (PVC) gloves, boots.

____ 6. PHYSICAL/SITE HAZARDS

_____ Vehicular Traffic

_____ Slips/Trips/Falls

_____ Sunburn (if applicable)

_____ Heat Stress/Cold Stress (if applicable)

_____ Material Handling/Lifting

_____ Hand Tools

_____ Flammable Handling – fire/explosion--> ignition sources, bonding & grounding

_____ Electrical Equipment (impact gun & lighting)

_____ Paint Spinners

____ 7. CHEMICAL HAZARDS

_____ Flammables: gasoline, auto products, paints & paint-related materials, aerosols

_____ Oxidizers: bleach, pool chemicals, disinfectants

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

_____
_____ Corrosives: cleaners, disinfectants, batteries, photo chemicals
_____ Irritants: cleaners, photo chemicals
_____ Reactives: home or school lab chemicals
_____ Toxic: pesticides, paints & paint-related products, cleaners, disinfectants, auto products, pool & photo chemicals, batteries

____ 8. BIOLOGICAL HAZARDS (If Applicable)
_____ Insect Bites
_____ Snake Bites
Poison Plants, e.g. Poison Ivy

____ 9. SAFE WORK PRACTICES BY AREA:
_____ Off-Loading
___ Residents Remain in Cars/Extinguish Smoking Materials
___ Turn Off Motors
___ Collection-Specific Unacceptable Wastes/Explanation of What To Do When Homeowner Presents Unacceptable Material
___ Unlabelled Material Identification
___ Do Not Open Containers
___ Check Container Condition to Avoid Leakers/Spills
If Leaker/Spill, Notify Site Supervisor IMMEDIATELY

____ 10. INITIAL SORT /SEGREGATING/PACKING
___ Guidelines for separation of Materials
___ Generic Packing Guidelines
___ Complete Necessary Packing List
___ Drums: Verm, Gaskets, Markings
___ Flex Bins: Lined, Verm, Secured to Pallet, Inner Containers Sealed/Upright, Markings

11. BULKING/POUR-OFF
___ Acceptable/Unacceptable Pour-off Materials
___ Oxidizer/pH/Bucket Test Mat' That is Not in Original Containers (Exception: Motor Oil)
___ Restrict Access
___ Spill Containment
___ Bonding/Grounding/Bare Metal Contact on Drums/Continuity Test
___ Cover Drums
___ Exhaust Blower If Indoors
___ Paint Spinners
___ Disposal of containers
Prevention of disposal of non-pour off empties into pour-off trash

12. CONTINGENCY PLANS, Including:
___ Location of emergency info
___ Emergency actions

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

Evacuation/all clear signals
Location of evacuation assembly area
Receipt of high hazard, peroxidizable, reactive chemicals
High haz., peroxid., reactives procedures reviewed with client
Trash compactor or roll-off fire areas



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

All on-site personnel (i.e., employees, contract workers, etc.) must complete and sign this section prior to the commencement of site activities for the _____(date)_____ (location) Household Hazardous Waste Collection.

I have attended the site safety meeting covering the above listed information and I have read and understood the contents of this guideline, including all collection specific information for this date and location, and have had all relevant questions answered to my satisfaction. In addition, I agree to comply with the conditions/provisions outlined therein:

NAME (Print)	SIGNATURE	COMPANY-MXI ENVIRONMENTAL	DATE



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

HHW HEALTH AND SAFETY AUDIT CHECKLIST

		Y	N	NA
TRAINING:				
	Supervisors, Decision-makers, (40-hr./CP Chemist)			
	Pour-Off, Emer Resp (24 hr.)			
	Other Handlers (HHWC Training)			
	Site Safety Meeting held/documented?			
SITE REQUIREMENTS:				
	Area large enough? (1200 sq. ft. or larger)			
	Open area for air movement?			
	Space for emergency vehicle/equipment access?			
	Entrance/exit of cars smooth?			
	Clearance from adjacent property distance?			
	Clearance from nearest public way?			
	Proximity to potable water and telephone?			
	Proximity of grounding source?			
	Poly ground cover/Cardboard-covered foot traffic areas?			
	Storm Drains sealed?			
	Decon. Areas designated/set up?			
	Good Location?			
	Staging Area and waste handling areas?			
	Local ventilation? (Indoors pours/paint spinner only)			
	Command center set up w/equip. & paperwork?			
	Employee break area set up properly?			
	Trained supervisor stationed for supv./screening?			
	Compatibility testing for unlabeled containers?			
	Contingency plan set up?			
FIRE/FLAMMABLE AND COMBUSTIBLE MATERIALS CONTROL:				
	Adequate grounding source(s) used?			
	No adjacent ignition sources?			
	No smoking?			
	Bulking/Pour-Off grounded?			

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

	All bonds continuity checked?			
	Non-sparking tools used?			
	Fire extinguishers available?			
HEAT STRESS:				
	Water/non caffeinated beverages used?			
	Heat monitoring conducted?			
PRE: CORRECT PPE USED:				
	Set Up/Breakdown (Level D: shoes/glasses/gloves)			
	Off Loading (Modified D, plus traffic vest)			
	Segregating/Packing (Modified D)			
	Pour off/Bulking & Chemist (Level C)			
AIR MONITORING:				
	LEL and organics meters available for ER?			
	Personal air sample collected (when specified)			
	Worksheet completed?			
OPERATIONS:				
	Off Loading			
	Trained supervisor overseeing area?			
	Unacceptable waste not accepted?			
	Leaking containers properly handled?			
	Unidentified waste fingerprinted?			
	Initial Sort/Segregation			
	Trained supervisor overseeing area?			
	Containers labeled, segregated, staged?			
	Leaking containers over packed?			
	Bulking/Pour-off			
	Trained supervisor overseeing area?			
	Proper bonding/grounding established?			
	Compatibility testing for unlabeled containers?			
	Packing/Shipment			
	Containers properly packed/closed/labeled?			
	Containers properly loaded on trucks?			
	Proper paperwork completed?			
	Employee Break Area			
	Proper decon prior to entry?			
	Contingency plan implementation?			

ENVIRONMENTAL SERVICES

GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

APPENDIX 4. Standard Waste Stream Packing Specification

UN1950, Aerosols, Flammable, 2.1 -Loose packed in 5-55 gal DF or 3 wall haz rate cubic yard box
UN1978, Propane, 2.1 -1 lb Loose packed in 5-55 gal DF & 3 wall haz CF -20 lb stacked and shrink wrapped on CW pallet
UN1993, Flammable Liquid, N.O.S., (Isopropyl, Mineral Spirits), 3, PG II -Bulked into 55 gallon UN rate drum -Small containers loose packed in 5-55 gal DF/DM or 3 wall haz rate cubic yard box
UN1263, Paint Related Material, 3, PG III -Bulked into 55 gallon UN rate drum -1 Gallons, Quarts, & Pints Loose packed in 5-55 gal DF/DM or 3 wall haz rate cubic yard box -5 Gallon containers stacked and shrink wrapped on CW pallet
UN1325, Flammable Solids, Organic, N.O.S., (Fusee, Matches), 4.1, PG II -labpacked in 5 gal or 55 gal DF
UN3139, Oxidizing Liquid, N.O.S., (Chlorine, Sodium Hypochlorite), 5.1, PG II -labpacked in 5 gal or 55 gal DF
UN1479, Oxidizing Solid, N.O.S., (Chlorine, Sodium Hypochlorite), 5.1, PG II -labpacked in 5 gal or 55 gal DF
UN3105, Organic Peroxide, Type D, Liquid, N.O.S.,(Methyl Ethyl Ketone Peroxide < 45%), 5.2, PG II -labpacked in 5 gal or 55 gal DF
UN3108, Organic Peroxide Type E, Solid, (Dibenzoyl Peroxide (as paste), <52%), 5.2, PG II -labpacked in 5 gal or 55 gal DF
UN2810, Toxic Liquids, Organic, N.O.S., (Carbon Tetrachloride, Chloroform), 6.1, PG II -labpacked in 5 gal or 55 gal DF
UN3264, Corrosive Liquid, Acidic, Inorganic, N.O.S., (Hydrochloric, Phosphoric), 8, PG II -labpacked in 5 gal or 55 gal DF
UN3260, Corrosive Solid, Acidic, Inorganic, N.O.S., (Boric Acid, Sodium Bisulfate), 8, PG II -labpacked in 5 gal or 55 gal DF
UN3266, Corrosive Liquid, Basic, Inorganic, N.O.S., (Ammonia, Sodium Hydroxide), 8, PG II -labpacked in 5 gal or 55 gal DF -loose packed in double containment (cardboard boxes or plastic bins) in 3 wall haz rate cubic yard box
UN3262, Corrosive Solid, Basic, Inorganic, N.O.S., (Sodium Carbonate, Sodium Hydroxide), 8, PG II -loosepacked in 5 gal, 55 gal DF, or 3 wall haz rate cubic yard box

UN1044, Fire Extinguishers, 2.2 -loosepacked in 5 gal, 55 gal DF, or 3 wall haz rate cubic yard box
RQ, NA2212, Asbestos, 9, PG III -loosepacked in 5 gal, 55 gal DF, or 3 wall haz rate cubic yard box



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

-received double bagged and wetted only
Non DOT, Non RCRA Regulated Material, (Household Collected Antifreeze) -Bulked into 55 gallon UN rate drum
Non DOT, Non RCRA Regulated Material, (Household Collected Latex Paint) -Loosepacked in cubic yard boxes or 40x48x40 gaylord box
Non DOT, Non RCRA Regulated Material, (Household Collected Motor Oil) -Bulked into 55 gallon UN rate drum
RQ, UN3506, Mercury Contained In Manufactored Articles, 8,(6.1), PG III (Universal Waste) -labpacked in 5 gallon DF and overpacked in 55 gallon DM
UN2902, Pesticides Liquid, Toxic, N.O.S., (Dinoseb,Acephate), 6.1, PG II (Universal Waste) -labpacked in 5 gal or 55 gal DF -loose packed in double containment (cardboard boxes or plastic bins) in 3 wall haz rate cubic yard box
UN2588, Pesticides Solid, Toxic, N.O.S., (Dinoseb, Acephate), 6.1, PG II (Universal Waste) -loose packed in 55 gal DF or 3 wall haz rate cubic yard box
UN2800, Batteries, wet, nonspillable, 8, PG III (Universal Waste) -stacked and wrapped to a pallet CW
UN3028, Batteries, dry, containing potassium hydroxide solid, 8, PG III (Universal Waste, Nickel Cadmium Batteries) -loose packed in 5 gal or 55 gal DF
UN3496, Batteries, nickel-metal hydride, 9 (Universal Waste) -loose packed in 5 gal or 55 gal DF
UN3090, Lithium Batteries, 9, PG II (Universal Waste) -loose packed in 5 gal or 55 gal DF
Non DOT Regulated, batteries dry,sealed,n.o.s. -loose packed in 5 gal or 55 gal DF
Non DOT Regulated, Used Mercury Lamps (Universal Waste) -loose packed into carton fiber boxes



GUIDELINES FOR HOUSEHOLD HAZADOUS WASTE COLLECTIONS

APPENDIX 5. LIST OF MATERIALS SPECIFICALLY EXCLUDED

1. Medical and Infectious Waste
2. DEA Controlled Substances
3. Explosives or Ordnance
    a. Ammunition
    b. DOT Class A, B, C Explosives
4. Radioactive Compounds
    a. Americium
    b. Cesium
    c. Uranium
    d. Thorium
5. Compressed Gas Cylinders (other than Propane and Helium)
6. Type A or B Organic Peroxides
    a. Substances on DOT SADT List

Compliance History

26319 O
Abingdon VA, 24210
276-628-6636

MXI Environmental Services LLC
26319 Old Trail Road Abingdon VA 24210
Permit By Rule 180 VAR000503920

Date	Agency	Inspector	Areas of Concern	Violations	Disposition	Penalty
3/21/2012	VA DEQ	Stacy Bowers	No areas of Concern	No Violations		
6/25/2012	VA DEQ	Stacy Bowers	No areas of Concern	No Violations		
9/5/2012	VA DEQ	Stacy Bowers	Financial Assurance	Concern Letter	Increased to meet standards	
2/27/2013	VA DEQ	Stacy Bowers	No areas of Concern	No Violations		
4/8/2014	VA DEQ	Stacy Bowers	Ops manual re-certification	Ops manual update	re-certification of ops manual	
8/12/2014	VA DEQ	Stacy Bowers	No areas of Concern	No Violations		
8/21/2015	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
4/25/2016	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
9/15/2016	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
5/1/2017	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
4/13/2018	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
9/11/2018	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
6/11/2019	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
9/17/2019	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
3/11/2020	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
8/27/2021	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
7/18/2022	VA DEQ	Stephan Martin	No areas of Concern	No Violations		
9/8/2023	VA DEQ	Stephan Martin	No areas of Concern	No Violations		

Maumee Express Inc

NJD986607380

YEAR	DATE	LOCATION	ISSUING AGENCY	TYPE OF ACTION	NATURE OF VIOLATION	DISPOSITION	AMOUNT OF PENALTY	DOCKET
2017	2-Mar-17	Alabny, NY	NYDEC	NOV	Transported waste without unappro	Written Response	None	
2018	2/12/2018	I-70 Cambridge Scale	OPUC	NOV	ER number missing from manifest	Telephone Negotiation	390	OH0616005268c
	7-Mar-18	Heritage WTI E. Liverpo	NYDEC	NOV	Failure to add designation facility	Written response	none	NJ-334
	10-Oct-18	I-77 & Cambridge	OHIO PUC	NOV	RQ missing on manifest	Negotiated Agreement	110	OH1375002475
2019	15-Mar-19	I-95 @ Cecil CO	MD MDE	NOV	Package not secure	written response		MD2512001872
	24-May-19	Hwy 94 at MM 257	MN PD	NOV	Package not secure	Written response		MN0AC0000091
2020	27-Feb-20	I-20 Columbia, SC	SC TP	NOV	Placard Violation	written response	none	SCR303001217
	28-Aug-20	I-40 Knoxville TN	THP	NOV	Placard Violation	written response	none	TNTBX000888
2021	8-Mar-21	I-70 Cambridge Scale	Ohio PUC	NOV	improper placard and manifest viola	written response	4,080	OH3202307113
	13-Apr-22	I-70 Cambridge Scale	Ohio PUC	NOV	Improper shipping paper, placard	written response	5,120	OH320230865
	9-Sep-21	I-26 Columbia	SC TP	NOV	Missing Placard	written response	0	SCA339000169
	9-Nov-21	297 Zimmerman Ln.	PA DEP	NOV	Failure to report waste on quarterly	written response	243.48	
2022	27-Apr-22	I-81 and Roanoke	VA DMV	NOV	Failure to display E-cutoff device sticker		0	VA4233015339

CERTIFICATE OF LIABILITY INSURANCE

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
Hub Transportation (VT)
302 Mountain View Drive, Suite 300
Colchester VT 05446

CONTACT NAME:
PHONE (A/C, No, Ext): 800-322-8782 **FAX (A/C, No):** 866-612-9930
E-MAIL ADDRESS: TISCertsVT@HUBInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ShelterPoint Life Insurance Company	81434
INSURER B : Markel American Insurance Company	28932
INSURER C : Nautilus Insurance Company	17370
INSURER D : Great Divide Insurance Company	25224
INSURER E : Key Risk Insurance Company	10885
INSURER F :	

INSURED MAUME-1
Maumee Express Inc. &/Or Mxi
Environmental Services, LLC, Maumee Express, Inc.
26319 Old Trail Road
Abingdon VA 24210

COVERAGES **CERTIFICATE NUMBER:** 1858163045 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Environ.Imp. X Cont.Poll/Prof L GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ECP2043554-10	5/20/2024	5/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EIL/CP/PR	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
E	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X MCS90 Inc. X Trk Poll	Y	Y	BAP2043556-10	5/20/2024	5/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2043555-10	5/20/2024	5/20/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA2043557-10	5/20/2024	5/20/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E B A	Physical Damage Motor Truck Cargo NY State Disability			BAP2043556-10 MKLM1IM0001643 DBL294638	5/20/2024 8/31/2024 4/18/2024	5/20/2025 8/31/2025 4/18/2025	1000 ded 2,500 DED Statutory Limits	comp/coll per schd 200,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
included on policy #MKLM1IM0001643
TRAILER INTERCHANGE LIMIT: $75,000 - $2,500 deductible
REEFER BREAKDOWN INCLUDED on CARGO policy
Contractors Equipment policy(included on Markel policy MKLM1IM0001643) scheduled equipment per list on file with Company - $10,000 deductible - $100,000 of leased/rented equipment from others included

Certificate holder is additional insured, including waiver of subrogation RE; the above auto and general liability policies when required by written contract.
Household Paint and Collection Event (Hazardous Household Waste)

CERTIFICATE HOLDER

City of Milton, Georgia
2006 Heritage Walk
Milton GA 30004

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

© 1988-2015 ACORD CORPORATION. All rights r .

EXHIBIT "C"
CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF Virginia

COUNTY OF Washington

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:

107604
eVerify Number

01/06/2015
Date of Authorization

MXI Environmental Services, LLC
Name of Contractor

Household Hazardous Waste Collection Event
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 Aug, 29, 2024 in Abingdon (city), VA (state).

Ronald Potter
Signature of Authorized Officer or Agent

Ronald Potter, Managing Member
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF August, 2024

Peggy Ann Snead
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
04/30/2027

Peggy Ann Snead
Notary Public
Commonwealth of Virginia
Registration Number 186933
My Commission Expires April 30, 2027

NA

EXHIBIT "D"
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF _____

COUNTY OF _____

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 MXI Environmental Services LLC 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 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:

_____
eVerify Number

_____
Date of Authorization

_____
Name of Subcontractor

Household Hazardous Waste Collection Event
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:

_____

CITY OF MILTON GEORGIA

FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Gabe Benmoussa, Fire Chief
DATE: Submitted on September 3, 2024, for the September 16, 2024, Regular City Council Meeting

Signed by: Gabe Benmoussa EZE0B8627EEF44S...

AGENDA ITEM: Approval of a Services Agreement between the City of Milton and SiteMed North America, P.C. to Implement a Comprehensive Three-Year Medical and Fitness Evaluation Program.

DEPARTMENT RECOMMENDATION

Staff recommends approval.

BACKGROUND

Firefighters face significant health risks, including cardiovascular disease, cancer, and behavioral health issues. To combat these challenges, the Milton Fire-Rescue Department is committed to a thorough medical and physical evaluation process designed to detect and address health problems early, promoting better outcomes for our firefighters.

Following a competitive Request for Proposal (RFP) process, the City of Milton Fire-Rescue Department has selected SiteMed to implement a comprehensive three-year medical and fitness evaluation program. SiteMed will offer preemployment physicals, annual medical examinations, fitness assessments, and additional services such as behavioral health assessments, cardiac and cancer screenings. The plan outlined in this contract is focused on mitigating key health risks for firefighters—namely cardiovascular disease, cancer, and behavioral health issues—through improved screenings and early detection measures.

FINANCIAL IMPACT

The contract with SiteMed, totaling $144,015 over three years, includes an annual fee of $48,005 and an automatic renewal for an additional two years at the same rate. This program will significantly improve our ability to monitor and safeguard the health of our firefighters.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: 100-3510-521200001
Requisition Total: $144,015.00 over 3 years ($48,005.00 annually)

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – September 4, 2024
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – August 13, 2024
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:
45755D597160487...

DocuSigned by:
Steven Krokoff
9E6DD808EBB74CF...

ATTACHMENTS

Services Agreement

Services Agreement – Fire-Rescue Physical Evaluations

THIS AGREEMENT is made and entered into this_____ day of _____, 20___ (the "Effective Date"), 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 **SITEMED NORTH AMERICA, P.C.**, a Georgia professional corporation, with its principal office located at 112 Donmoor Court, Garner, NC 27529, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work 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 Response/Proposal
Exhibit "C" – Scope of Work
Exhibit "D" – Contractor Affidavit
Exhibit "E" – Subcontractor Affidavit

B. Project Description. The "Project" at issue in this Agreement is generally described as: provide medical services for the purposes of conducting pre-employment physicals, annual medical examinations, and other added testing services for the Milton Fire-Rescue employees.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. "Task Orders" will be issued to the Contractor stating each task requested of Contractor by the City. Unless otherwise stated in **Exhibit "C"** or in a Task Order, the Work includes 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 in a Task 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. The Parties agree that this is not a contract for public works construction subject to the provisions of O.C.G.A. Title 36, Chapter 91, or Title 36, Chapter 10, Article 2.

D. Schedule, Completion Date, 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. The timing of service delivery is set forth in more detail in **Exhibit "C"**.

The term of this Agreement ("Term") shall commence as of the Effective Date and terminate without further obligation on the part of the City on September 30, 2024 (provided that certain obligations will survive termination/expiration of this Agreement). In accordance with O.C.G.A. § 36-60-13, this Agreement shall automatically renew for three (3) successive annual renewal terms (the first renewal term commencing on October 1, 2024 – and ending on September 30, 2027) (each renewal term is collectively referenced herein as "Renewal Terms," and individually referenced as "Renewal Term") absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to first day of the Renewal Terms. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

II. WORK CHANGES

A. Change Order Defined. A "Change Order" means a written modification of this Agreement, signed by representatives of City and Contractor with appropriate authorization and in accordance with the City's Purchasing Policy and any City budget restrictions.

B. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or 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 Annual Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Annual Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the "original contract price" (which represents the total aggregate expenditure amount that was appropriated for the Term and Renewal Terms herein).

III. COMPENSATION AND METHOD OF PAYMENT

A. Payment Terms. City agrees to pay Contractor for the services performed and costs incurred by Contractor upon the City's certification that the services were actually performed and costs actually incurred in accordance with this Agreement. City shall compensate Contractor at the rates for services provided in Exhibit "B". The total annual cost to City shall not exceed **$48,005.00 ("Annual Contract Price")**, except as may be agreed to pursuant to Section 2 above. This annual cost includes the required standard testing as specified in Exhibit "B" as well an any applicable additional testing as needed for which pricing is stated in Exhibit "B", not including additional services designated in Exhibit "B" as the responsibility of employees. Compensation for services performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices, submitted in accordance with the schedule in Exhibit "B" for the basic services, and promptly after any supplemental (e.g. new hire) services. Invoices shall set forth in detail the services performed and costs incurred. Invoices shall reflect charges incurred versus charges budgeted. Payment shall be made as set forth in Exhibit "A". 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 industry, Contractor will give written notice thereof immediately to the City.

B. Reimbursement for Costs. The Annual Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: Contractor shall be reimbursed for costs in the types and at the rates set forth in **Exhibit "B"**.

IV. 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 in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. 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 Project, 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 as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

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 produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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. Sitemed North America 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 and $2,000,000 (two million dollars) aggregate 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.

(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) Professional Liability of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.

(d) 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. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(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, Employers' Liability, and Professional 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.

(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) 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 IV(G) of this Agreement.

(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) 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.

(8) 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.

(9) 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 Professional Liability policy or Workers' Compensation policy.

(10) 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. <u>Employment of Unauthorized Aliens Prohibited</u> – 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.

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. 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. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.

____ 100 or more employees.

__X__ 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.

K. <u>Records, Reports and Audits.</u>

(1) <u>Records</u>:

(a) Books, records, documents, account legers, 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.

L. 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.

M. 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.

N. HIPAA: Contractor shall operate in compliance with the Health Insurance Portability and Accountability Act, as well as all other federal, state and local laws, ordinances and regulations.

O. Meetings. Contractor is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. 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.

Q. Reserved.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this

Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. 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 Representative. David Bergmaier shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. 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. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. 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 Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Annual Contract Price.

E. 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 VI(A) above.

F. 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.

G. 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.

VII. 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 by a written Change Order (as provided in Section II above) or other 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 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:

SiteMed North America, P.C.
Attn: Paul Lance Walker
336 Anderwood Ridge
Marietta, GA 30064

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 shall 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 and has notified City of any discrepancies, conflicts or errors herein. 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: SiteMed North America, P.C.

Signature: Lance Walker

Print Name: Lance Walker

Title: President/Vice President (Corporation)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: Jenn Skibicki
Print Name: Jenn Skibicki
Title: Business Operations Manager
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 9/9/2024
_____
City Attorney Date

EXHIBIT "A"

MILTON
ESTABLISHED 2006

CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-FD01	**RFP Title:** Fire-Rescue Physical Evaluations
Due Date and Time: June 20, 2024, by 2:00 pm EST **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*	**Number of Pages: 50**

ISSUING DEPARTMENT INFORMATION	
Issue Date: May 30, 2024	
City of Milton **Fire-Rescue 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 https://www.miltonga.gov/government/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: 24-FD01** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **June 10, 2024, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/government/finance/bids-rfps**
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1._____Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2._____Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3._____Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

4._____Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at https://www.miltonga.gov/government/finance/bids-rfps will include all questions asked and answered concerning the RFP.

5._____Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6._____Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.

7._____Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

8._____Check the website for RFP addenda. Before submitting your response, check the City's website at https://www.miltonga.gov/government/finance/bids-rfps to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9._____Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10._____Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.

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 _____

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.)

_____

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
_____	_____
_____	_____
_____	_____

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:

_____	_____
_____	_____

RFP# 24-FD01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-FD01), Fire-Rescue Physical Evaluations.

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_____

Print/Type Name_____

Print/Type Company Name Here_____

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:

_____
E-Verify Number

_____
Date of Authorization

_____
Name of Contractor

Fire-Rescue Physical Evaluations
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:

_____

SCHEDULE OF EVENTS

Task	Date
Issue RFP	May 30, 2024
Site Visit *(recommended, but not mandatory)*	n/a
Deadline for Questions	June 10, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, June 13, 2024
Proposals Due	**By 2:00 p.m. EST on June 20, 2024**
Award Contract	July 22, 2024 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (https://www.miltonga.gov/government/finance/bids-rfps) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton Fire-Rescue Department is looking for a provider to deliver pre-employment physicals, annual medical examinations, and other added services. Responding Offerors must be capable of providing all the services required to be considered responsive. Offerors may partner with another entity in order to provide the full range of services under one vendor. All Offerors must comply with all requirements of the RFP information and instructions enclosed herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office:	Honor Motes, Procurement Manager
Address:	2006 Heritage Walk, Milton, GA 30004
Telephone Number:	678-242-2507
E-mail Address:	honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.
Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.
Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on June 10, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.
The City will provide an official written answer to all questions on or about **June 13, 2024.** The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at https://www.miltonga.gov/government/finance/bids-rfps .Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.
By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects the requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.
To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all potential phases of this project.

A. Submittal Requirements.
Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal: No more than twelve (12) pages – cover page(s), table of contents, tabs, and required forms do not count toward the page limit. It shall have a minimum of 11-point font.

Each Technical Proposal Shall Contain:

a. Certifications:
- Board-Certified Physician
- Physician and staff must be licensed to practice in the State of Georgia

b. Experience:
- It is desirable that the applicant have at least five (5) years' experience managing a NFPA 1582 compliant firefighter medical evaluation program.

c. Location:
- To ensure timely access to employee physicals, the vendor must have a facility conveniently located within the metro Atlanta area. This location will cater to various scenarios, including make-up examinations, evaluations for new hires, and assessments prior to employees returning to work.

d. Knowledge:
- Essential job tasks and requirements of firefighters
- National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments (Current Edition)
- 29 CFR Part 1910.120 (Hazardous Materials Response)
- 29 CFR Part 1910.134 (Respiratory Protection)
- 29 CFR Part 1910.1030 (Bloodborne Pathogens)
- 29 CFR Part 1910.95 (Occupational Noise Exposure)

6. **Pricing** (See Section 5.0)
7. **Applicable Addenda Acknowledgement Forms** (if necessary)

B. Failure to Comply with Instructions.
Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.
Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at https://www.miltonga.gov/government/finance/bids-rfps by 2:00 PM on June 20, 2024. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **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.*

D. Late Proposals.
Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.
The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.
All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.
All information received in response to this RFP, including copyrighted material,

is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.
Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:
1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.
Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.
The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.
The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or,

if necessary, to seek discussion/negotiation to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.
Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.
After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer
The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.
The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.
Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all

parties is in place.

I. Contract Negotiation.
The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.
Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF SERVICES

3.0 BACKGROUND

The City of Milton Fire-Rescue Department is looking for a provider to deliver pre-employment physicals, annual medical examinations, and other added services as described below. Responding Offerors must be capable of providing all the services required in the scope of work to be considered responsive. Offerors may partner with another entity in order to provide the full range of services under one vendor.

Due to the nature of the services required, providers must have the ability to deliver the annual medical evaluations in Milton, Georgia at the Milton Fire-Rescue's designated location. Pre-employment physicals should be conducted in Milton or at a facility in close proximity to Milton, Georgia whenever possible. Changes to terms described in the Scope of Services may be required during the contract period and will be renegotiated with the selected Offeror as necessary. All payments for services will be with contracted Offeror. Payment to any partnerships or agreements with specialized providers will be the responsibility of the contracted Offeror. Services must then be invoiced to the City of Milton Fire Department. Additional providers utilized to perform services may not bill the City or Its' employees directly.

The department needs a comprehensive 3-year plan proposal covering medical, fitness, and standard components annually. Additionally, incorporate cardiac and cancer screenings based on age across the three years while maintaining consistent pricing. OneTEST premium screening is mandatory for all personnel and can be conducted in any specific year or spread out evenly over the three-year period to ensure consistent annual pricing. Provide a breakdown of the pricing for each individual year within the three-year plan.

The leading causes of firefighter injuries and fatalities are cardiovascular disease, cancer, and behavior health issues. The goal of the Milton Fire-Rescue Department is to provide a comprehensive medical and physical evaluation designed to help prevent and detect any health-related issues early on for a more positive outlook for our firefighters. Offerors may add other service offerings in the quote deemed beneficial to the health and wellness of our firefighters and that would assist the department meeting the overall goal of ensuring the wellbeing of our firefighters (please itemize the per unit cost of each of the additional services recommended).

3.1 MEDICAL EXAMINATIONS

Current Milton Fire-Rescue Employees:

On an annual basis, the Provider will conduct medical examinations for a minimum of approximately (69) employees using a Board-Certified Physician who has knowledge of the essential job tasks, the necessary experience related to the requirements of a firefighter position. In determining medical certification for firefighters, the Provider must follow national standards and federal regulations as appropriate and sign a medical certification form. These standards and regulations include, but are not limited to:

- National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments (Current Edition)
- 29 CFR Part 1910.120 (Hazardous Materials Response)
- 29 CFR Part 1910.134 (Respiratory Protection)
- 29 CFR Part 1910.1030 (Bloodborne Pathogens)
- 29 CFR Part 1910.95 (Occupational Noise Exposure)

The Provider will be expected to administer the annual medical examinations over a mutually agreed time period during the first four (4) months of each year and continue until all personnel have been examined and results reviewed with the employee.

The Provider will supply all required paperwork, medical test equipment and supplies necessary to complete the required testing and examinations. Only medical tests necessary to determine medical clearance will be paid for by the City. Any follow-up medical diagnosis and treatment are the sole responsibility of the employee.

The Provider will forward the Fire Chief or designee a signed and dated medical clearance form for each employee examined, identifying the employee has received medical clearance to perform the required duties. The signed and completed medical certification must be returned to the department after the examinations are completed and a determination is made on the medical condition. The department shall be notified immediately of any employee that will not be certified.

In addition to the normally scheduled annual medical clearance examinations, Milton Fire-Rescue employees who are suspected of having a change in their medical condition may be referred to the Provider for further medical examination and/or tests.

New Firefighters:

Pre-hire employee physicals must be completed, and medical certifications issued prior to a final job offer. They will be conducted in the same manner as described above. Results must be submitted within five (5) business days or sooner.

Annual physical assessments and new hire physical assessments shall be conducted in a two-phase process.

- Phase I – Collect paperwork, gather all blood work and administer testing.
- Phase II – Medical Provider on-site for physical exam and one on one consultation.

3.2 TERM OF CONTRACT

The contract will be for an initial annual term beginning on October 1, 2024, which will auto renew each October 1 for two (2) additional annual terms.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.

SECTION 5: COST PROPOSAL – 4 Pages

Page 1 of 4

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

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.

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 of:

Per Firefighter Price: $_____

Total Price for (69) Firefighters $_____

Total Price for (69) Firefighters in Words: _____

Print/Type Company Name Here: _____

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Title_____

SECTION 5: COST PROPOSAL continued – Page 2 of 4

SCOPE OF WORK (BASIC PROGRAM COVERED BY THE CITY)

Firefighter Medical Evaluation Program must meet OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582, and shall include:

Medical Component per NFPA 1582 Chapters 6 & 7

- **Comprehensive Medical History**
  All necessary forms will be provided
- **Medical Examination - Comprehensive physical exam**
  includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check Screening for Skin, Thyroid and Testicular Cancer
- **Vitals**
  Height, Weight and Blood Pressure
- **Body Composition**
  Bio Impedance Analysis (BIA)
- **Vision**
  Snellen(distance) screening
- **Lab Analysis**
  Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C, CRP
- **Hearing Test**
  Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG - 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation
  To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- Hand grip strength evaluation (NFPA 1582C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)
- Arm Strength Evaluation (NFPA 1582 C.2.1.7
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)
- Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)

Additional Standard Components

- One-on-One consultation with a licensed medical provider
- Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner
- Confidential copy of results and interpretations provided to each firefighter

- A Physician will evaluate all charts and issue clearance letters
- Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up
- Department Summary report including relevant averages, ranges, and annual comparison statistics.

Standard Labs and Screenings to be included in the Physicals on a Yearly Basis	
Chemistry Screening - Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders	
• Glucose • Sodium • Potassium • Chloride • Blood Urea Nitrogen • eGFR • BUN/Creatinine ratio • Uric Acid • Inorganic Phosphorus • Calcium • Iron	• Total Protein • Albumin • Globulin • Albumin/Globulin Ratio • Total Bilirubin • Alkaline Phosphatase • Gamma-GT • AST (SGOT) • ALT (SGPT) • LDH
Complete Blood Count (CBC) - Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders	
• White Blood Cell Count (WBC) • Red Blood Cell Count (RBC) • Hemoglobin • Hematocrit • Platelets	• RDW • Mean Corpuscular Volume (MCV) • Mean Corpuscular Hemoglobin (MCH) • Mean Corpuscular Hemoglobin Concentration (MCHC)
Lipids - Screening for Cardiovascular Risk	
• Triglycerides • Cholesterol, Total • HDL-High Density Lipoprotein Cholesterol • LDL-Low Density Lipoprotein Cholesterol • VLDL- Very Low-Density Lipoprotein Cholesterol • Cholesterol/ HDL-Cholesterol • Estimated Coronary Heart Disease Risk	
Urinalysis - Screens for Bladder and Kidney Cancers	
• Color • Ketones • Appearance • Occult Blood • Specific Gravity • Glucose	• Leukocyte esterase • pH • Nitrate • Protein • Bilirubin • Urobilinogen

• Microscopic examination of urine sediment	
Hemoglobin A1C - Screening for Diabetes	
Thyroid Stimulating Hormone - Screens for Thyroid Disease	
CRP (C-Reactive Protein)	
Behavioral Health Assessments	
PPD Skin Test for Tuberculosis/ QuantiFERON TB Gold Test – in case of a previous positive PPD	

Additional Screening: Given in a Particular Year or Spread Out over the 3-Year Plan to ensure all employees receive.
Cancer Screening
• OneTEST Premium

Additional Screenings: Based on Age and Delivered Over the 3-Year Plan
Cancer Screenings Conducted in Year(s) OneTEST Premium Not Being Used
• Abdominal Ultrasound Screening • Chest X-rays • Fecal Occult Blood Screening • Prostate-Specific Antigen (PSA) • Cancer Antigen 125 (CA-125)
Cardiac Screening:
• Echocardiogram • CT Heart Screening • Abdominal Aortic Ultrasounds

Page 4 of 4 ~ Conclusion of Cost Proposal

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the technical review process.

Proposal Evaluation Criteria:

Qualifications, Experience, and Past Performance **50 pts.**

- Company history, experience, and qualifications from previous clients in the State of Georgia, particularly those of comparable department size.

Location

- Proximity to the City of Milton, and within metro Atlanta area **30 pts**

Price (Section 5) **20 pts.**

Cost will only be considered from the shortlisted firms after the technical evaluation. Prices of optional products or services offered beyond those specified in this RFP will not be used in the price comparisons and scoring, so that additional offerings will not work against you.

Total Possible Points Available are 100 points.

1. Interviews and Product Demonstration

If applicable, short-listed Offerors will be invited to make a presentation to the City of Milton.

2. Final Ranking

Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on secondary presentation scores. The top-ranked proposal will be recommended for contract award, pending successful negotiations.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-FD01

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 **Date**
ADDENDUM #1

ADDENDUM #1
RFP 24-FD01

Questions and Answers

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

1. Can you please provide the current vendor's pricing? ~ 65 @ $650 each = $42,250

2. Are you open to a vendor coming on-site to complete the annual exams? ~ The annual exams MUST be completed on-site at the department.

3. Is there any flexibility to the 12 page maximum length, not including tabs, required forms, etc.? ~ The technical component of the response should be limited to 12 pages. Tabs and required forms are not counted against the page limit.

EXHIBIT "B"

City Of Milton GA
Request for Proposal 24-FD01
Fire-Rescue Physical Evaluations

SiteMed Proposal

SiteMed North America, LLC
1634 White Circle – Suite 101
Marietta, GA 30066
888-837-4819
www.sitemedfire.com

Contact Person:
Bill Orlansky, Business Development
978-687-2876
borlansky@sitemed.net

June 20, 2024

Table of Contents

I. Submittal Form

II. City of Milton Disclosure Form

III. Proposal Letter

IV. Contractor Affidavit and Agreement – Exhibit D

V. Subcontractor Affidavit – Exhibit E

VI. Technical Proposal and Statement of Qualifications

VII. Key Personnel and Personnel Qualifications

VIII. Key Personnel – Exhibit F

IX. Board Certifications

X. General Company Information

XI. Project Methodology & Scheduling

XII. Standard Components of SiteMed NFPA 1582 Physical

XIII. Included Labs and Screenings

XIV. Pricing Proposal

XV. References

XVI. W-9

XVII. Certificate of Liability Insurance

XVIII. Dr. Walker's Resume

XIX. Erin McFarland Resume

MILTON
ESTABLISHED 2006

CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-FD01	**RFP Title:** Fire-Rescue Physical Evaluations
Due Date and Time: June 20, 2024, by 2:00 pm EST **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*	**Number of Pages: 50**

ISSUING DEPARTMENT INFORMATION	
Issue Date: May 30, 2024	
City of Milton **Fire-Rescue 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 https://www.miltonga.gov/government/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: 24-FD01** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **June 10, 2024, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at** www.miltonga.gov/government/finance/bids-rfps
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address: SiteMed North America PC 1634 White Circle - Suite 101 Marietta, GA 30066	Authorized Offeror Signatory: Dr Lance Walker (Please print name and sign in ink)
Offeror Phone Number: 888-837-4819	Offeror FAX Number: 888-837-4819
Offeror Federal I.D. Number: 26-2516238	Offeror E-mail Address: dwalker@sitemed.net
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

MILTON
ESTABLISHED 2006

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 SiteMed North America PC

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.)

SiteMed has made no campaign contributions to any official of the City of Milton

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

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:

	N/A

MILTON
ESTABLISHED 2006

RFP# 24-FD01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-FD01), Fire-Rescue Physical Evaluations.

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 6/17/2024

Print/Type Name Dr. Lance Walker

Print/Type Company Name Here SiteMed North America PC

MILTON
ESTABLISHED 2006

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:

364885
E-Verify Number

10/15/2010
Date of Authorization

SiteMed North America PC
Name of Contractor

Fire-Rescue Physical Evaluations
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 June, 17th, 2024 in Marietta (city), GA (state).

Signature of Authorized Officer or Agent

Paul Lance Walker
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF June, 2024.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
04/27/2027

ERIN MCFARLAND NOTARY PUBLIC CHEROKEE COUNTY EXPIRES GEORGIA 04/27/2027

Technical Proposal and SiteMed Statement of Qualifications

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 Firefighter and Law Enforcement medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 80,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer since October 15, 2010. Our E=Verify company ID # 364885.

SiteMed uses state-of-the-art equipment and trained experienced staff. **Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures.** We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.
Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighters' health and wellness on the local, state and national level. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. SiteMed utilizes Mid-Level providers onsite. Our Medical Director, Dr. Walker, reviews and signs off on all the physicals. Then he will provide the Medical Clearances to the primary contact for city. Dr Walker is licensed in the state of Georgia #46272.

We insist on the highest medical standards.
This means that all lab and imaging studies are ordered by a State licensed physician. All imaging studies are interpreted by a State licensed board-certified radiologist and a written report of all studies are given to all members.

Our examination meets and can exceed the NFPA 1582 standard.
Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

We come on-site to you.
We realize yearly exams can be a daunting process. **By coming on-site**, we can perform up to 25-50 exams per day and can usually perform all your physical exams in a short period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all our testing. SiteMed has the flexibility to set up our equipment in many different settings and will work with the Fire Department to make sure the flow of physicals is not impeded. There is no need to sit and wait at an urgent care, local clinic, or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time and money and minimizes hassles related to annual physical exams.

We focus on prevention.
The purpose of a good wellness program is to enhance the health of your firefighters and law enforcement officers. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighters' health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.
If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform ***The14 Essential Job Tasks***. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.
As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, ultrasound imaging, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.
We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighter's they have all the information in front of them including labs, medical history, x-rays and ultrasounds. Just like when they see their primary care physician. This means that during their individual one-on-one counseling session, we can make health recommendations individualized to each person at the time of the consultation.

Year-round access.
What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

Bill Orlansky
Business Development
978-621-1494
borlansky@sitemed.net

Primary Contacts

Erin McFarland, Operations Manager
252-269-5032
emcfarland@sitemed.net

Lance Walker, DO, Medical Director
888-837-4819 ext. 706
Lwalker@sitemed.net

Business Contact:
Bill Orlansky, Business Development
978-687-2876 Cell
borlansky@sitemed.net

Personnel Qualifications

Lance P Walker, D.O, MPH: Dr. Walker is an owner and Medical Director at SiteMed. Dr Walker will be the physician that will review the physicals and sign off on the medical clearances. Dr. Walker is licensed in Georgia, License # 46272

Erin McFarland, Clinical Account Manager: Erin has been with SiteMed for 10 years and is a Registered Radiologic Technologist, RT(R), with an additional certification in Computed Tomography (CT). She coordinates with fire departments to set up the onsite physicals, including scheduling dates, coordinating additional services, and providing any follow-up information after the onsite services have been completed. Resume attached.

Mid-Level Providers: SiteMed utilizes Mid-Level Providers, PA's (Physician Assistants) for our onsite physicals. All providers are SiteMed employees and licensed in each state they perform physicals.

Technicians: SiteMed utilizes full-time employees who are certified to perform all of our on-site testing.

SiteMed utilizes Mid-Level providers onsite. Our Medical Director, Dr. Walker, reviews and signs off on all the physicals. Then he will provide the Medical Clearances to the primary contact for the city.

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:

Individual	Position
Erin McFarland	_____, Project Manager
Erin McFarland	Clinical Director
Chernise Lathan	Lead tech
Karimah Smith	Lead tech
Princess Reid	Lead tech
Rashad Redmond	Tech

General Information

Company Name: SiteMed North America, LLC, Partnership Established 2006

Company Address:
Georgia Office: 1634 White Circle – Suite 101 Marietta Ga. 30066
North Carolina Office: 112 Donmoor Court, NC. 27529

Phone/Fax #: 888-837-4819

Employer Identification Number – 26-2516238

Dr. Walker is licensed in Georgia, License # 46272 (Resume Attached)

Website: www.sitemedfire.com

Owner: Dr. Lance Walker

Additional Notes:

SiteMed does not have any existing or potential legal or policy conflicts of interest, or any appearances of conflict of interest because of our proposed relationship with The City of Milton, GA

Within the past five years our principals have not been subject to any Federal or State investigations or any investigation by any law enforcement agency.

SiteMed has no pending litigation that would directly or indirectly affect our ability to perform physicals for the City of Milton, GA.

SiteMed's professional medical malpractice insurance coverage is $1 million to $3 million. Certificate of Liability Attached.

SiteMed has locations in Marietta, Georgia and Garner, North Carolina. Both are open M-F from 8:00 am to 5:PM EST.

Project Methodology

We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site to your firehouse. W are able to perform up to 25-50 exams per day and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. SiteMed has the flexibility to set up our equipment in many different settings and will work with the Fire Department to make sure the flow of physicals is not impeded. There is no need to sit and wait at an urgent care, local clinic, or hospital, which puts personnel and equipment out of service for hours at a time. This saves your department time and money and minimizes hassles related to annual physical exams.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighter's they have all the information in front of them including labs, medical history, x-rays and ultrasounds. Just like when they see their primary care physician. This means that during their individual one-on-one counseling session, we can make health recommendations individualized to each person at the time of the consultation.

Once SiteMed receives a signed contract we will reach out and discuss scheduling options for the department, dates, times, and location. Typically, we can schedule an the first on site within 90 days after the contract is signed.

SiteMed will work with the Fire Department throughout the scheduling process and any follow up needed. We request the Fire Department to designate a point person to work with during the physical process. We have an on-boarding packet for the department that helps explain how the onsite will run and what to expect. Erin McFarland will be your point person for any questions or issues.

Scheduling

Phase 1 (labs and imaging)	**3 Days**	**Up to 4 Hrs per day**	**Maximum # of 30 People per day**
Phase 2 (Medical and Fitness)	**3 Days**	**Up to 8 Hrs per day**	**Maximum # of 28 People per day**

***Scheduled days will be consecutive 6 day sessions**
***Minimum program charge includes up to 68 total exams Additional exams will be billed at $695 per exam**
***Maximum of 28 exams per 8-hour day unless otherwise noted.**
***Ultrasound imaging will be completed on scheduled days only; makeup ultrasounds are not available.**

Scope of Services and Lab Analysis Included in SiteMed's Standard NFPA 1582 Exam

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

SiteMed Value-Additional Standard Components (Included in Standard Physical)

- **One-on-One consultation with a licensed medical provider**
  Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
  Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up
- **Department Summary report including relevant averages, ranges, and annual comparison statistics**

Medical Component per NFPA 1582 Chapters 6&7 (Included in Standard Physical)

- **Comprehensive Medical History**
  All necessary forms will be Provided
- **Medical Examination- Comprehensive physical exam**
  includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
  Screening for Skin, Thyroid and Testicular Cancer
- **Vitals-**
  Height, Weight and Blood Pressure
- **Body Composition**
  Bio Impedance Analysis (BIA)
- **Vision-**
  Snellen(distance) screening
- **Lab Analysis-**
  Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), Hemoglobin A1C
  - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test-**
  Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG- 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8 (Included in Standard Physical)

- **WFI Submaximal Graded Treadmill Evaluation**
  To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

Standard Labs and Screening included in physicals

Chemistry Screening
Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose
Sodium
Potassium
Chloride
Blood Urea Nitrogen
eGFR
BUN/Creatinine ratio
Uric Acid
Inorganic Phosphorus
Calcium
Iron
Total Protein
Albumin
Globulin
Albumin/Globulin Ratio
Total Bilirubin
Alkaline Phosphatase
Gamma-GT
AST (SGOT)
ALT (SGPT)
LDH

Complete Blood Count
Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets
RDW
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Lipids
Screening for Cardiovascular Risk

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL- Very Low-Density Lipoprotein Cholesterol
Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis
Screens for Bladder and Kidney Cancers

Color
Ketones
Appearance
Occult Blood
Specific Gravity
Glucose
Leukocyte esterase
pH
Nitrate
Protein
Bilirubin
Urobilinogen
Microscopic examination of urine sediment

Thyroid Stimulating Hormone
Screens for Thyroid Disease

Hemoglobin A1C
Screening for Diabetes

Prostate-Specific Antigen (PSA)
Screens for Prostate Cancer
Performed on males 40 years of age and older

Cancer Antigen 125 (CA-125)
Screens for Ovarian Cancer
Performed on all females

American Heart Association /American College of Cardiology Atherosclerotic Cardiovascular Disease Risk
Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Services Proposal Pricing is guaranteed for 120 days	Quantity	Price	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)
Standard NFPA 1582 Physical ☐ Without Fitness Component	**Base Program Minimum** (69)	$24,495	$24,495	$24,495	$24,495
Included all items listed on Pages 9 & 10	Additional exams	$355			
Additional Services					
1st Responder Behavioral Health Assessment	69	$50	$3,450	$3,450	$3,450
Imaging Services					
Chest -X-rays	69 – 23 Per year	$110	$2,530	$2,530	$2,530
CT Coronary Calcium Scoring (age 40 +)	36 – 12 per year	$160	$1,920	$1,920	$1,920
Abdominal Ultrasound	69 – 23 per year	$100	$2,300	$2,300	$2,300
Abdominal Aortic Aneurysm Ultrasound (Age 50 +)	21 - 7 per year	$100	$ 700	$ 700	$ 700
Echocardiogram (Age 40+)	36 - 12 per year	$150	$1,800	$1,800	$1,800
Screening Services					
Tuberculosis Skin Test Read by FD Personnel	69	$30	$2,070	$2,070	$2,070
Tuberculosis Skin Test Read by SiteMed Personnel		TBD			
QuantiFeron TB Gold Blood Test	TBD	$95			
Blood Testing Services					
One Test Premium Cancer Screening	69 – 23 per year	$245	$5,635	$5,635	$5,635
PSA Screening (Charge for FF under age 40)	33	$25	$ 825	$825	$ 825
CRP (C-reactive Protein)	69	$20	$1,380	$1,380	$1,380
Fecal Occult Blood Screening (Age 40+)	36	$25	$900	$ 900	$ 900
Totals			$48,005	$48,005	$48,005

Cost Proposal from RFP Submitted in a Separate File

References

The following is a list of some of our most recent public safety jobs. They all received a complete NFPA physicals as described on the following pages.
I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Cartersville Fire Department (GA)** – Chief Scott Carter – 770-387-5635
  scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA) –** Chief Eddie Robinson – 770-889-4451
  erobinson@cherokeega.com
- **Henry County Fire Department (GA)** – Chief Stacey Ponder – 770-288-6652
  sponder@co.henry.ga.us
- **Hinesville Fire Department (GA)** – Captain Andy Fowler – 912-432-1463
  afowler@cityofhinesville.org
- **Marietta Fire Department (GA)** – Commander Robert Moss – 770-794-5460
  rmoss@mariettaga.gov
- **Paulding County Fire/Rescue (GA) –** Chief Joey Pelfrey – 404-867-2881
  jpelfrey@paulding.gov
- **Sandy Springs Fire Rescue (GA)** – Chief Donny Willbanks – 770-206-2082
  dwillbanks@sandyspringsga.gov
- **Smyrna Fire Department (GA)**– Chief Roy Acree – 770-434-6667
  racree@smyrnaga.gov
- **South Fulton Fire/Rescue Department (GA)** – Chief Sterling Jones 470-809-7523
  sterling.jones@cityofsouthfultonga.gov

P. Lance Walker D.O., MPH, FAOCOPM

770-378-1003, lwalker@sitemed.net

Education

Degrees:

- Master's Degree in Public Health - University of North Carolina, Chapel Hill NC 2005
- Doctor of Osteopathic Medicine – Oklahoma State University College of Osteopathic Medicine, Tulsa OK 1997
- Bachelor of Arts, Biology – William Jewell College, Liberty MO 1993

Certifications:

- Licensed in 50 States and The District of Columbia
- American Osteopathic Board of Family Practice, Board Certification
- Certificate of Added Qualifications In Occupational Medicine, American Osteopathic Board of Occupational and Preventive Medicine
- Medical Review Officer, American Association of Medical Review Officers
- Aviation Medical Examiner, Federal Aviation Administration
- Designated Civil Surgeon
- CAOHC Course Director Certification
- OSHA Ten Hour Course
- NIOSH Spirometry Training Course
- FMCSA Certified Medical Examiner

Professional Honors:

- Duke University Family Medical Preceptor
- Associate Clinical Professor of Family Medicine, Philadelphia College of Osteopathic Medicine
- National Health Service Corps Scholarship Recipient
- Physician's Recognition Award, American Medical Association
- Masters Thesis "A Case for Revising OSHA's Respiratory Standard"
- Fellow American Osteopathic College of Occupational and Preventive Medicine
- Volunteer Physician of the Year 2014 Good Samaritan Health Clinic, Cobb County

Employment

Georgia Power Company 2008-Current

- Associate Medical Director for Wellness 2008-2018, Medical Director 2018-Current
- Provide medical oversite for compliance, wellness and pandemic planning

PointMed, Inc., Marietta, GA 2006-Current

- Practice designed to provide Medical Review Officer Service and Independent medical exams for disability, workers compensation and injury cases

SiteMed LLC, Marietta, GA 2006-Current

- On-Site industrial medical company
- Provide Occupational Medical services to Industry, with focus on Firefighter physicals, respiratory protection including pulmonary function testing and respirator fit testing

Philadelphia College of Osteopathic Medicine, Georgia Campus 2006-Current

- Associate Clinical Faculty
- Preceptor for third and fourth-year medical students
- Instructor for Clinical Skills course for first year students

Roxboro Family Practice and Occupational Medicine, Roxboro, NC 2000-2006

- One of two providers in a busy practice
- Mix of Family Practice, Urgent Care and Occupational Medicine, including inpatient hospital work
- Primary Occupational Medical Clinic in Person County, services including on-site respirator fittings, pulmonary function testing, MRO, immunizations and Haz-Mat Physicals

Occupational Health Partners P.C., Garner, NC 2002-2005

- Provided disability exams for the State of North Carolina
- Provide Occupational Health Services for Progress Energy Corporation including pulmonary function testing and respiratory fit testing

Floyd Medical Center Family Practice Residency, Rome, GA 1997-2000

- Community based stand-alone Family Medicine Residency
- Comprehensive training in cardiac, medical and ambulatory care

Leadership

American Osteopathic College of Occupational and Preventive Medicine

- Co-Chair Basic Course in Occupational Medicine 2010-2014
- Program Chair Mid-Year Conference Tulsa 2014
- Program Chair OMED Conference, Seattle 2014
- Secretary 2012 & 2013
- President Elect 2014, President 2014-2015
- Immediate Past President 2015-2016

Co-Founder/co-owner, SiteMed North America, LLC 2006

- Developed innovative occupational medical delivery system using mobile medical vehicle to provide on-site service

Founder/Owner PointMed Inc 2005

- Consultive Medical Practice designed to provide Medical Review Officer Services, Occupational Medical Services and Independent Medical Exams

Co-Founder/co-owner, Roxboro Family Practice and Occupational Medicine P,C. 2000-2006

- Developed successful practice with mix of Family and Occupational Medicine
- Designed and supervised build out of practice location
- Delivered quality medical care to over 7,000 patients
- Secured contracts with the majority of large employers in Person County
- Developed on-site occupational medical services
- Supervision of twelve employees including two mid-level providers

Co-Founder/co-owner, Occupational Health Partners P,C. 2002-2005

- Developed low overhead high quality occupational medical practice model

Chief Resident, Floyd Medical Center Family Practice Residency 1999-2000

- Elected by peers, duties included representing residency to the Medical Staff, resident advocate, scheduling for 21 residents, developing programs of feedback and supervision of 1st and 2nd year residents to enhance the learning process

Resident Director, Shorter College Clinic 1999-2000

- Responsible for staffing the Shorter College Medical Clinic one day per week, reviewed student charts for patience seen by school nurse, planned and delivered lectures to students regarding sexually transmitted diseases and substance abuse

Professional Affiliations

- American Osteopathic Association
- American Osteopathic College of Occupational and Preventive Medicine

Presentations

- NFPA 1582, Beyond the Basics, Southeastern Fire Chiefs Association Annual Meeting, Montgomery, AL, 2011 and South Atlantic Fire Rescue Expo, Raleigh, NC 2011
- Occupational Lund Disease, AOCOPM, Annual Meeting, Orlando, FL 2011
- James T Fleming Memorial Lecture in Firefighter Health and Safety, Firefighter Medical Examinations Under NFPA 1582, AOCOPM Mid-Year Conference, March 2012 St Petersburg, FL
- Georgia Fire Chiefs Association, Firefighter Fitness, How to Design the Best Program for Your Department, Dalton, GA
- James T Fleming Memorial Lecture in Firefighter Health and Safety, What You Need to Know About NFPA 1582 2013 Edition. AOCOPM Mid-year Conference, March 2013, Phoenix, AZ
- FMSCA Certified Medical Course Faculty, AOCOMP Mid-Year Conference, February 2013, Phoenix and Annual Conference, March 2013 Las Vegas
- Key Changes to NFPA 1582, What you Need to Know, 2013 Safety and Health Conference, Florida Fire Chief Association, December 2013, Orlando, FL
- NFPA Update – AOCOPM Mid-Year Conference, March 2014, Tulsa, OK
- Battling the Big Three, Heart Disease, Cancer, Obesity, South Atlantic Fire Rescue Expo, August 2015, Raleigh, NC
- The Case for EMS Health and Wellness Programs, OEMS Conference, October 2016, Greensboro, NC
- Battling the Big Three, Heart Disease, Cancer, Obesity, Fire Rescue International, August 2016, Charlotte, NC
- The Elephant in the Room, The Case for Firefighter Physical Examinations, Illinois Assoc. of Fire Protection Districts, July 2018, Peoria, IL

Publications

- Getting the most from your NFPA physical program: Test Day, Carolina Fire EMS Journal 1/11/2011
- Your NFPA physical program: After the testing, now what? Carolina Fire EMS Journal 3/29/2011
- 3 Important Steps – Firefighter and Heart Disease, Identifying Cardiac Disease, Carolina Fire EMS Journal, 7/5/2011.
- OSHA 1910.156 vs. NFPA 1582: IS there really a difference? Carolina Fire EMS Journal, 10/14/2011
- Firefighter fitness; What's your best workout? Carolina Fire EMS Journal, 4/23/2012
- Occupational Medicine: Making it Work for You Medical Economics, Vol 89, No 10
- OMED 2011: Boost your revenue through occupational medicine. Featured in "The DO". November 2, 2011
- NFPA 1582 vs. OSHA 156, Fire Chief Magazine
- Firefighters and Hear Disease, Fire Chief Magazine, January 4, 2013

Expert Witness

- Dueling vs, Domino's, 2014/2015, Served as subject matter expert regarding medical certification of truck drivers in fatal accident case
- Combs vs. FedEx Freight, 2016, Served as a subject matter expert regarding medical certification of truck drivers in a fatal accident case

ERIN MCFARLAND RT (R) (CT)

552 Watercress Dr, Woodstock, GA 30188 | Phone: (770) 351-6592 | Email: Erin.mcfarland1981@gmail.com

SUMMARY

Reliable CT/Radiology Technician with current certification and excellent clinical laboratory skills. Highly motivated, self-driven individual with solid understanding of cross sectional anatomy. 20 years' experience producing clinical diagnostic radiographic films and performing routine diagnostic imaging procedures. Demonstrates a high level of initiative and proficiency in prioritizing patient care.

I am looking to join an organization where my knowledge and experience as a CT/ Radiology Tech can be leveraged, while pursuing a challenging and rewarding career path by learning/cross training in other modalities to expand my radiology knowledge.

HIGHLIGHTS

- CT scans
- X-rays
- Exceptional radiology expertise
- Diagnostic imagining
- Advanced anatomy knowledge
- Radiation safety protections
- Film evaluation

LICENSURE AND CERTIFICATIONS

American Registry of Radiologic Technologists 2002-Current
American Heart Association- Health Care Provider CPR Current

EXPERIENCE

National Doctors Group- Marietta, Ga.
Chief Operations Officer 2021-Current

- Responsible for Credentialing physicians and maintaining current state licensure
- Billing and cost analysis
- Working coherently with others to build a fluent EMR

WellStar Health Systems - North Fulton, Roswell Imaging Center, Kennestone Hospital, East Cobb Health Park 2013-Nov 2022
CT Tech

- Responsible for CT exams and assist with diagnostic x-ray as needed
- Positioned patients for optimal comfort before procedures
- Worked in collaboration with other healthcare team members to ensure excellent patient care
- Maintain effective relationships through effective and timely communication
- Verify orders to determine type of radiology procedure prior to exam; evaluate orders are appropriate for diagnosis on order
- Document patient history and filed supporting data
- Adhere to daily schedule and complete patient CT exams safely and timely
- Ensure lab values are within range and using the correct contrast for the exam
- Administer multiple IV starts daily

SiteMed/PointMed - Marietta, GA 2013 to Current

Chief Clinical Coordinator

- New contract set up and confirmation
- Responsible for interviewing, hiring and termination
- Scheduling and staffing of contract jobs
- Order medical and office supplies
- Build relationships and collaborate with Fire Chiefs and Medical Director
- Perform patient care to include: fast paced blood draws, EKG's, manual BP, certified in Pulmonary Function Testing, administering vaccines, performing auditory testing and x-rays.

Northside Hospital Cherokee - Canton, GA 2002 to 2013

Weekend Lead CT Tech

- Responsible for CT exams and a majority of all the diagnostic X-rays
- Produced ER, OR and portable x-rays
- Positioned patients for optimal comfort before procedures
- Worked in collaboration with radiologists, nurses, doctors and other healthcare team members
- Developed and maintained effective relationships through effective and timely communication
- Verified type of radiology procedure prior to exam
- Documented patient history and filed supporting data

EQUIPMENT

- Scanners
  - Phillips
  - Toshiba
  - GE
  - Siemens
- PACS
  - AGFA
  - Centricity
  - Mckesson
- EMR
  - EPIC (super user)
  - Cerner
  - HBO McKesson

EDUCATION

Sprayberry High school – Marietta, Ga. 1995-1999
College prep diploma (honors)

Coosa Valley Tech – Rome, GA 2000-2003
Associates Degree in Radiologic Sciences (honors)

MILTON
ESTABLISHED 2006

SECTION 5: COST PROPOSAL – 4 Pages

Page 1 of 4

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

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.

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 of:

Per Firefighter Price: $ $695.70

Total Price for (69) Firefighters $ $48,005

Total Price for (69) Firefighters in Words: Forrty eight thousand and 5 dollars

Print/Type Company Name Here: ~~SiteMed North~~ America PC

Authorized Signature _____ Date 6-17-2024

Print/Type Name Dr. Lance Walker

Print/Type Title President

CERTIFICATE OF LIABILITY INSURANCE

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 Southern States Insurance Inc - Jon Hall 3600 Mansell Road, Suite 525 Alpharetta GA 30022	**CONTACT NAME:** Jon Hall **PHONE (A/C, No, Ext):** 678-715-9513 **FAX (A/C, No):** 770-447-0704 **E-MAIL ADDRESS:** JHall@southernstatesinsurance.com
INSURED SITENOR-01 SiteMed North America, LLC 112 Donmoor Ct Garner NC 27529	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Tri-State Insurance Company of Minnesota 31003 **INSURER B :** ACADIA INSURANCE COMPANY 31325 **INSURER C :** TDC SPECIALTY INSURANCE COMPANY 34487 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 401617824 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	ADV4424798-45	11/3/2023	11/3/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	ADV4424798-45	11/3/2023	11/3/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	ADV4424798-45	11/3/2023	11/3/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCA4425380-45	11/3/2023	11/3/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Employment Practices Liab Professional Liability			ADV4424798-45 MFP-02460-24-00	11/3/2023 1/12/2024	11/3/2024 1/12/2025	Each Occur/Aggregate Each Occurence Aggregate Limit	250,000 2,000,000 3,000,000

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

CERTIFICATE HOLDER

City of Milton, Georgia
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



© 1988-2015 ACORD CORPORATION. All rights r .

EXHIBIT "C"

See Exhibit "A" and Exhibit "B"

See Exhibit "B"

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

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:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

SiteMed North America, P.C.
Name of Contractor

Fire-Rescue Physical Evaluations
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:
_____

"N/A"

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 __SiteMed North America, P.C. 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

Fire-Rescue Physical Evaluations
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:

_____

MILTON
ESTABLISHED 2006

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DocuSigned by:
4D62B6BB0E9A487...
DATE: Submitted on September 9, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Approval of an Intergovernmental Agreement between the City of Milton and Fulton County for Water Line Relocation on the Morris Road Widening Project

Executive Summary:
The improvements to Morris Road provided an opportunity for water line relocations. Fulton County reviewed the project and requested the water line work be included in the City's construction project. This Intergovernmental Agreement provides for reimbursement to the City for the new installations, adjustments and relocations of the county's facilities that will be performed by the City's project. This approach allows for the work to be completed in an economical and efficient manner without disruption to the project construction and schedule.

Funding and Fiscal Impact:
The estimated reimbursement amount from Fulton County is $336,051.60

Legal Review:
Greg Mayfield – Jarrard & Davis, September 9, 2024

Concurrent Review:
Steven Krokoff, City Manager
DocuSigned by:
Steven Krokoff
9E6DD808EBB74CF...

Attachment(s):
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA

For Morris Road Widening Project

THIS INTERGOVERNMENTAL AGREEMENT (this "**IGA**") is executed as of the _____ day of _____, 2024, by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia ("**City**"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Fulton County**"). The term "**Party**" refers individually to either City or Fulton County and the term "**Parties**" refers to both City and Fulton County.

WHEREAS, City has undertaken a project to widen Morris Road from Webb Road/Deerfield Avenue to Bethany Bend (the "**Project**") through its competitive bidding procedures; and

WHEREAS, Fulton County has the following utility (Water) facilities which must be adjusted, added, or relocated and provided connection along new roadway as a result of the proposed Project (hereinafter called the "**Utilities Relocation**"); the facilities include fire hydrants, water main, water meters, and valve boxes, as shown on construction plans for the Project; and

WHEREAS, Fulton County does not have adequate equipment or staff to adjust or relocate its facilities or for other reasons considers it advantageous to have this work included in City's construction contract; and

WHEREAS, the plans and specifications for the Utilities Relocation (hereinafter called the "**Plans**") have been approved by both City and Fulton County and are attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Fulton County and City desire to enter into this IGA wherein City, through its contractor, can adjust and relocate Fulton County's facilities in a more economical and efficient manner without disruption to the Project; and

WHEREAS, as consideration for City adjusting, adding, or relocating Fulton County's facilities, Fulton County will reimburse the cost to City; and

WHEREAS, Fulton County and City have determined that this IGA serves the best interest of all Parties and their citizens by the improvement of public infrastructure.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and City covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements, including water facilities.

II. COMPENSATION AND PAYMENT.

1. The estimate of the total cost of the Utilities Relocation work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is $336,051.60 (Three Hundred Thirty-Six Thousand Fifty-One and 60/100 Dollars) based on the contractor's bid received by the City as summarized in **Exhibit "B"** attached hereto and incorporated herein. Fulton County shall pay to City 100 percent of the final cost of the Utilities Relocation work performed on behalf of the Fulton County, after receiving the as-built plans and performing a walkthrough of the project, as such cost is determined pursuant to the terms of this IGA. It is agreed that the compensation specified includes both direct costs and indirect costs, specifically including overhead expenses but excluding attorney's fees, incurred in the performance of this IGA. As soon as practicable after acceptance of a bid by City, City shall notify Fulton County in writing of the cost amount due City.

2. City will submit invoices to Fulton County monthly, quarterly, and/or after completion of the Utilities Relocation work. Fulton County shall pay such invoices within thirty (30) days from receipt until and through completion of the Utilities Relocation. City shall submit a final invoice to Fulton County as provided herein.

3. In the event there is a change in the Project or it becomes necessary to add pay items that are not provided for in this IGA, City shall negotiate prices with the construction contractor and enter into a supplemental agreement with the contractor for completion of the additional items, after obtaining the written consent of the County on items that affect the Utilities Relocation. Once approved, Fulton County shall bear 100 percent of the additional cost of the Utilities Relocation, including, without limitation, the cost of any improvements or betterments to the water facilities requested by Fulton County, as determined in accordance with this IGA.

4. The final cost of the Utilities Relocation work performed on behalf of Fulton County shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the Utilities Relocation has been completed and as-built plans have

been provided to Fulton County, City shall determine the final as built cost to be borne by Fulton County and, as the case may be, shall refund to Fulton County or shall request of Fulton County an additional payment in the amount of the difference between the final cost to be borne by Fulton County and the amount which Fulton County has previously paid to City. In the event additional payment is due to City, Fulton County agrees to pay same within thirty (30) days after the invoice is received from City. In the event a refund is due Fulton County, City agrees to pay Fulton County within thirty (30) after the refund amount is determined by City.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the Utilities Relocation for the Project. Upon completion of the work and upon certification by City and Fulton County's Engineers that the work has been completed in accordance with the Plans, Fulton County will accept the adjusted, relocated and additional facilities and will thereafter operate and maintain said facilities without further cost to City or its contractor. Such maintenance and all operations and activities will meet Fulton County's rules, policies, procedures, standards, and specifications, and be subject to City's requirements related to utility accommodations.

IV. FULTON COUNTY RESPONSIBILITIES.

1. Fulton County agrees that the Project and Utilities Relocation designs are accurately shown in the Plans attached hereto as **Exhibit "A"** to the best of the Parties' knowledge.
2. Subject to the provisions of Section X hereof, Fulton County shall have the right to visit and to inspect the work activities and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for Fulton County's facilities at any time to ensure they meet Fulton County's rules, policies, procedures, standards, and specifications and to advise City's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. Fulton County shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II hereof, Fulton County is responsible to reimburse all material and labor costs to City related to the Utilities Relocation for this Project that are completed to the reasonable satisfaction of Fulton County in accordance with the Plans.

V. CITY'S RESPONSIBILITIES.

1. City shall undertake the contracting and assume responsibility for its management and completion.
2. All work necessary for the Utilities Relocation in accordance with the final Plans shall be included in the contract and let to bid by City.

3. All construction, engineering and contract supervision shall be the responsibility of City. City shall keep accurate records with regard to the activities conducted under this IGA and provide Fulton County access to such records upon request. City shall consult with Fulton County for its approval as provided herein before authorizing any changes or deviations which affect Fulton County's facilities.
4. City shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.
5. City shall be responsible to assure that all Utilities Relocation work is accomplished in accordance with the Plans.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the Utilities Relocation and the Project and full reimbursement by Fulton County to City for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stemming from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to indemnify and hold harmless Fulton County as an additional indemnified party under the construction contract with respect to the Utilities Relocation work.

IX. INSURANCE.

Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to include Fulton County, as the owner of the utility facilities affected by the Utilities Relocation work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not less than $1,000,000.00 per occurrence. Certificates of insurance stating coverages and policy limits and showing City, Fulton County, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the Utilities Relocation work under the terms of this IGA and any amendments thereto. If requested by Fulton County under the terms hereof, its review recommendations shall be reviewed and considered by City's Project Manager / Engineer-in-Charge. Should City's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of City is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify Fulton County and, should Fulton County so request, the Parties will meet within seven (7) days to discuss and review Fulton County's recommendations. Should the Parties be unable to agree after meeting, Fulton County's recommendations shall be incorporated into the work activities if they relate solely to Fulton County's facilities. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event Fulton County requests any changes in the work related to the Utilities Relocation after the Project work is underway, Fulton County shall cooperate in a prompt and timely manner to any requests by City for changes in the work to avoid delays on the progress of the Utilities Relocation. Fulton County will be responsible for any unforeseen site condition related to the Fulton County's Utilities Relocation that create a reasonable Project delay.

XII. MISCELLANEOUS.

1. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor

consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

3. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.

4. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

   A. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq.*

   B. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).

5. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned by one Party without the prior written consent of the other Party. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

6. **No Third-Party Beneficiaries**. This IGA is made between and limited to Fulton County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

7. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

8. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

9. **Notices**. Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO FULTON COUNTY:

David E. Clark
Director, Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, GA 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, GA 30303

TO CITY:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, Georgia 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Ken Jarrard, Esq.

10. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Force Majeure**. Neither Party shall be deemed to be in violation of this IGA if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

(SEAL)

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

(COUNTY SEAL)

Approved as to Form:

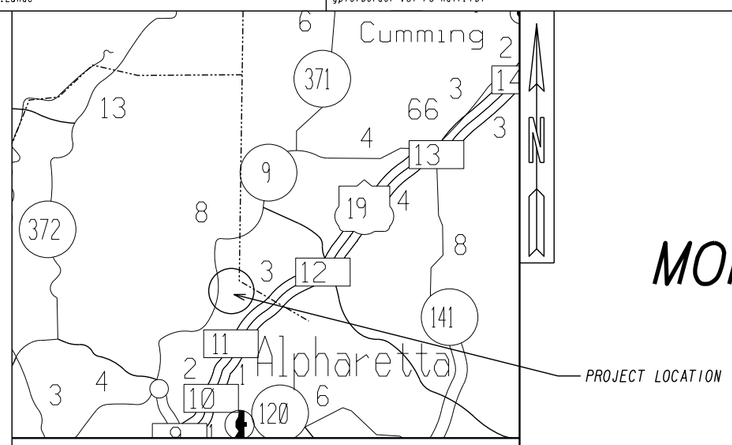
By:_____
Y. Soo Jo, County Attorney

CITY OF MILTON
PUBLIC WORKS DEPARTMENT

PLAN AND PROFILE OF PROPOSED
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

PROJECT NUMBER: MIL-031

FULTON/FORSYTH COUNTY



LOCATION SKETCH

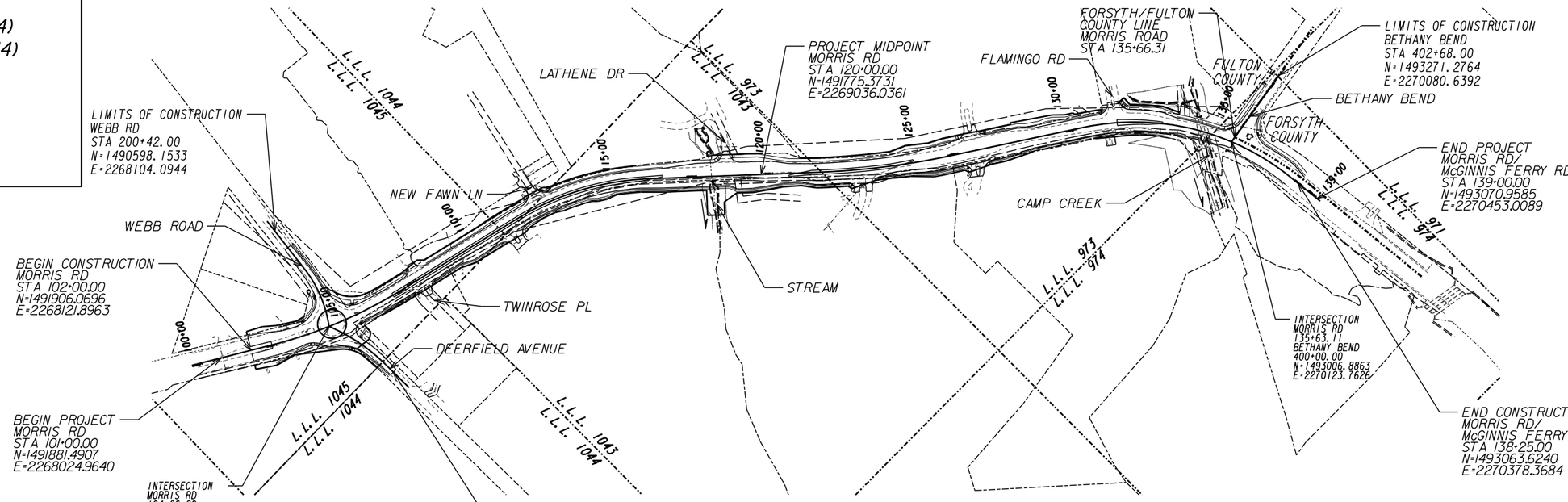
DESIGN DATA:
TRAFFIC A.D.T.: 19,738 (2024)
TRAFFIC A.D.T.: 24,566 (2044)
% TRUCKS: 2%
SPEED DESIGN: 35 MPH

FUNCTIONAL CLASS:
LOCAL ROAD

THIS PROJECT IS 95% IN FULTON COUNTY & 5% In FORSYTH COUNTY AND IS 100% IN CONG.DIST.NO. 6

PROJECT DESIGNATION: EXEMPT

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.



NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT: HTTP://MYDOCS.DOT.GA.GOV/INFO/GDOTPUBS/CONSTRUCTIONSTANDARDSANDDETAILS/FORMS/ALLITEMS.ASPX ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERCEDE THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

LENGTH OF PROJECT	COUNTY No.121	COUNTY No.117 Project No.MIL-031
	MILES	MILES
NET LENGTH OF ROADWAY	0.657	0.063
NET LENGTH OF BRIDGES	0.000	0.000
NET LENGTH OF PROJECT	0.657	0.063
NET LENGTH OF EXCEPTIONS	0.000	0.000
GROSS LENGTH OF PROJECT	0.720	

MILTON
EST 2006

SCALE IN FEET
0 200 400 800

PLANS PREPARED BY:
POND
Architects ▪ Engineers ▪ Planners

DESIGN

PLANS COMPLETED 02-23-2024	
REVISIONS	

DRAWING
01-0001

CONCRV

GEORGIA REGISTERED No. 23387 PROFESSIONAL ENGINEER TABATHA L. CARLTON 2/23/24

THE DRAWINGS AS LISTED BELOW
HAVE BEEN SIGNED AND SEALED BY

REGISTERED ENGINEER
PE No 23387

POND & COMPANY
3500 PARKWAY LANE, SUITE 500
NORCROSS, GA 30092
CERTIFICATE OF AUTHORIZATION #:PEF000802
CERTIFICATE OF AUTHORIZATION EXPIRATION DATE:6/30/2024

DRAWING No.	DRAWING DESCRIPTION
01-0001	COVER SHEET
01-0002	SIGNATURE SHEET
02-0001	INDEX SHEET
03-0001	REVISION SUMMARY DRAWING
04-0001 - 04-0002	GENERAL NOTES
05-0001 - 05-0008	TYPICAL SECTIONS
06-0001 - 06-0004	SUMMARY OF QUANTITIES
13-0001 - 13-0011	MAINLINE PLAN DRAWINGS
15-0001 - 15-0004	MAINLINE PROFILE DRAWINGS
16-0001 - 16-0003	CROSSROAD / CSX RAIL PROFILE
17-0001	DRIVEWAY PROFILE DRAWINGS
18-0001	SPECIAL GRADING DRAWINGS
19-000A - 19-0044	CONSTRUCTION STAGING PLANS
21-0001 - 21-0002	DRAINAGE AREA MAPS
22-0001 - 22-0009	DRAINAGE PROFILES
23-0001 - 23-0023	CROSS SECTIONS
24-0000 - 24-0011	UTILITY PLANS
26-0001 - 26-0012	SIGNING AND MARKING PLANS
31-0001 - 31-0003	RETAINING WALL ENVELOPES
38-0001	SPECIAL CONSTRUCTION DETAILS
60-0001 - 60-0021	RIGHT OF WAY PLANS

NOTE: EROSION CONTROL PLANS (SECTIONS 50, 51, 53, 54, 55)
WERE SIGNED AND SEALED SEPARATELY ON A DIFFERENT DATE
SEE 50-0001.

NOTE: DRAWINGS IN SECTIONS 52 AND 56
ARE GDOT STANDARDS AND DETAILS AND ARE NOT
COVERED BY THIS SIGNATURE AND SEAL.

GEORGIA REGISTERED 02/23/2024 No. PE042056 PROFESSIONAL ENGINEER ZACHARY GREGORY PUCKETT

THE DRAWINGS AS LISTED BELOW
HAVE BEEN SIGNED AND SEALED BY

REGISTERED ENGINEER
PE No 042056

POND & COMPANY
3500 PARKWAY LANE, SUITE 500
NORCROSS, GA 30092
CERTIFICATE OF AUTHORIZATION #:PEF000802
CERTIFICATE OF AUTHORIZATION EXPIRATION DATE:6/30/2024

DRAWING No.	DRAWING DESCRIPTION
01-0002	SIGNATURE SHEET
27-0001 - 27-0005	SINGAL PLANS

POND
Architects ▪ Engineers ▪ Planners

REVISION DATES

SIGNATURE SHEET
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:		DRAWING
BACKCHECKED:		DATE:		01-0002
CORRECTED:		DATE:		
VERIFIED:		DATE:		

DRAWING NO.	DESCRIPTION
	- CONSTRUCTION PLANS -
1-0001	COVER SHEET
1-0002	SIGNATURE SHEET
2-0001	INDEX SHEET
3-0001	REVISION SUMMARY
4-0001 TO 4-0002	GENERAL NOTES
5-0001 TO 5-0008	TYPICAL SECTIONS
6-0000 TO 06-0004	SUMMARY OF QUANTITIES
7-0001	QUANTITIES (AMENDMENT)
8-0001	QUANTITIES (CONSTRUCTION)
13-0001 TO 13-0011	MAINLINE PLANS
15-0001 TO 15-0004	MAINLINE PROFILE
16-0001 TO 16-0003	CROSSROAD PROFILE
17-0001	DRIVEWAY PROFILES
18-0001	SPECIAL GRADING PLANS
19-000A TO 19-0044	STAGING PLANS
21-0001 TO 21-0002	DRAINAGE AREA MAP
22-0001 TO 22-0009	DRAINAGE PROFILES
23-0001 TO 23-0023	CROSS SECTIONS
24-0000 TO 24-0011	UTILITY PLANS
26-0001 TO 26-0012	SIGNING AND MARKING PLANS
27-0001 TO 27-0005	SIGNAL PLANS
31-0001 TO 31-0003	RETAINING WALL ENVELOPES
38-0001	SPECIAL CONSTRUCTION DETAILS
50-0001	EROSION CONTROL COVER
51-0001 TO 51-0004	ESPC GENERAL NOTES SHEET
52-0001 TO 52-0007	EC LEGEND AND UNIFORM CODE
53-0001	EROSION CONTROL DRAINAGE AREA MAP
54-0001 TO 54-0033	BMP LOCATION DETAILS
55-0001	WATERSHED MAP
56-0001 TO 56-0013	EROSION CONTROL CONSTRUCTION DETAILS
60-0000 TO 60-0021	RIGHT OF WAY PLANS

POND
Architects ▪ Engineers ▪ Planners

REVISION DATES

INDEX

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 02-0001

10/23/2015 GPLN

UTILITY LINECODES

	EXISTING	TO BE REMOVED	PROPOSED	TYPE OF UTILITY
OVERHEAD	-E-	-E-	E	ELECTRIC
	-E-T-	-E-T-	E-T	ELECTRIC/TELECOMMUNICATIONS
	-E-TV-	-E-TV-	E-TV	ELECTRIC/CABLE TV
	-E-TC-	-E-TC-	E-TC	ELECTRIC/TRAFFIC CONTROL
	-E-T-TV-	-E-T-TV-	E-T-TV	ELECTRIC/TELECOMMUNICATIONS/CABLE TV
	-E-T-TV-TC-	-E-T-TV-TC-	E-T-TV-TC	ELECTRIC/TELECOMMUNICATIONS/CABLE TV/TRAFFIC CONTROL
	-E-TV-TC-	-E-TV-TC-	E-TV-TC	ELECTRIC/CABLE TV/TRAFFIC CONTROL
	-E-T-TC-	-E-T-TC-	E-T-TC	ELECTRIC/TELECOMMUNICATIONS/TRAFFIC CONTROL
	-GW-	-GW-	GW	GUY WIRE
	-T-	-T-	T	TELECOMMUNICATIONS
	-T-TC-	-T-TC-	T-TC	TELECOMMUNICATIONS/TRAFFIC CONTROL
	-T-TV-TC-	-T-TV-TC-	T-TV-TC	TELECOMMUNICATIONS/CABLE TV/TRAFFIC CONTROL
	-T-TV-	-T-TV-	T-TV	TELECOMMUNICATIONS/CABLE TV
	-TV-	-TV-	TV	CABLE TV
	-TV-TC-	-TV-TC-	TV-TC	CABLE TV/TRAFFIC CONTROL
	-TC-	-TC-	TC	TRAFFIC CONTROL
UNDERGROUND	-------E-------	--E---	E	ELECTRIC (QL-D)
	-----E(C)------	--E(C)--		ELECTRIC (QL-C)
	-----E(B)------	--E(B)--		ELECTRIC (QL-B)
	-------T-------	--T----	T	TELECOMMUNICATIONS (QL-D)
	-----T(C)------	--T(C)--		TELECOMMUNICATIONS (QL-C)
	-----T(B)------	--T(B)--		TELECOMMUNICATIONS (QL-B)
	-----TV--------	--TV----	TV	CABLE TV (QL-D)
	-----TV(C)------	--TV(C)--		CABLE TV (QL-C)
	-----TV(B)------	--TV(B)--		CABLE TV (QL-B)
	------W--------	--W----	W	WATER (QL-D)
	-----W(C)------	--W(C)--		WATER (QL-C)
	-----W(B)------	--W(B)--		WATER (QL-B)
	=====**"W======	=====**"W=====	**"W	WATER FOR LABELED PIPE SIZES (QL-D)
	:::::**"W(C):::::	:::::**"W(C):::::		WATER FOR LABELED PIPE SIZES (QL-C)
	:::::**"W(B):::::	:::::**"W(B):::::		WATER FOR LABELED PIPE SIZES (QL-B)
	-----NW------	--NW----	NW	NON-POTABLE WATER (QL-D)
	-----NW(C)-----	--NW(C)--		NON-POTABLE WATER (QL-C)
	-----NW(B)-----	--NW(B)--		NON-POTABLE WATER (QL-B)
	:::::**"NW:::::	:::::**"NW:::::	**"NW	NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-D)
	:::::**"NW(C):::::	:::::**"NW(C):::::		NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-C)
	:::::**"NW(B):::::	:::::**"NW(B):::::		NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-B)
	-----STM------	--STM----	STM	STEAM (QL-D)
	-----STM(C)----	--STM(C)--		STEAM (QL-C)
	-----STM(B)----	--STM(B)--		STEAM (QL-B)
	=====**"STM====	=====**"STM=====	**"STM	STEAM FOR LABELED PIPE SIZES (QL-D)
	:::::**"STM(C):::::	:::::**"STM(C):::::		STEAM FOR LABELED PIPE SIZES (QL-C)
	:::::**"STM(B):::::	:::::**"STM(B):::::		STEAM FOR LABELED PIPE SIZES (QL-B)
	------>SS-------	--->SS----	SS	SANITARY SEWER WITH FLOW DIRECTION (QL-D)
	-----> SS(C)-----	--->SS(C)--		SANITARY SEWER WITH FLOW DIRECTION (QL-C)
	-----> SS(B)-----	--->SS(B)--		SANITARY SEWER WITH FLOW DIRECTION (QL-B)
	:::::Σ**"SS=====	:::::Σ**"SS=====	Σ**"SS	SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-D)
	:::::Σ**"SS(C):::::	:::::Σ**"SS(C):::::		SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-C)
	:::::Σ**"SS(B):::::	:::::Σ**"SS(B):::::		SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-B)
	-----> SFM------	--->SFM----	SFM	SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-D)
	-----> SFM(C)----	--->SFM(C)--		SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-C)
	-----> SFM(B)----	--->SFM(B)--		SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-B)
	------G-------	--G----	G	GAS (QL-D)
	-----G(C)------	--G(C)--		GAS (QL-C)
	-----G(B)------	--G(B)--		GAS (QL-B)
	=====**"G======	=====**"G=====	**"G	GAS FOR LABELED PIPE SIZES (QL-D)
	:::::**"G(C):::::	:::::**"G(C):::::		GAS FOR LABELED PIPE SIZES (QL-C)
	:::::**"G(B):::::	:::::**"G(B):::::		GAS FOR LABELED PIPE SIZES (QL-B)
	------P-------	--P----	P	PETROLEUM (QL-D)
	-----P(C)------	--P(C)--		PETROLEUM (QL-C)
	-----P(B)------	--P(B)--		PETROLEUM (QL-B)
	=====**"P======	=====**"P=====	**"P	PETROLEUM FOR LABELED PIPE SIZES (QL-D)
	:::::**"P(C):::::	:::::**"P(C):::::		PETROLEUM FOR LABELED PIPE SIZES (QL-C)
	:::::**"P(B):::::	:::::**"P(B):::::		PETROLEUM FOR LABELED PIPE SIZES (QL-B)
	------TC------	FOR PROPOSED/TEMPORARY TRAFFIC CONTROL INFORMATION REFER TO TRAFFIC SIGNAL PLANS		TRAFFIC CONTROL (QL-D)
	------TC(C)-----			TRAFFIC CONTROL (QL-C)
	------TC(B)-----			TRAFFIC CONTROL (QL-B)
	-----UNK(B)----	--UNK(B)--		UNKNOWN UTILITY FOUND IN SUE INVESTIGATION (QL-B)

UTILITY SYMBOLS

EXISTING	PROPOSED	TEMPORARY	
			UTILITY POLE/GUY POLE
			LIGHT POLE
			GUY ANCHOR
M	M	M	MARKER
X	X	X	SPLICE BOX
			CABINET
			VENT
E	E	E	ELECTRIC MANHOLE
H	H	H	HAND HOLE
E	E	E	TRANSFORMER
E	E	E	ELECTRIC METER
E	E	E	ELECTRIC BOX
T	T	T	TELECOMMUNICATIONS MANHOLE
T	T	T	TELECOMMUNICATIONS PEDESTAL
SLC	SLC	SLC	SUBCRIBER LOOP CARRIER (aka "SLICK")
			PHONE BOOTH
			CABLE TV PEDESTAL
TV	TV	TV	CABLE TV MANHOLE
W	W	W	WATER VALVE
W	W	W	WATER METER
W	W	W	WATER MANHOLE
			FIRE HYDRANT ASSEMBLY (INCLUDES ASSOCIATED VALVE)
BFP	BFP	BFP	BACKFLOW PREVENTER
PIV	PIV	PIV	PRESSURE INDICATOR VALVE
ARV	ARV	ARV	AIR RELEASE VALVE
W	W	W	WELL
W	W	W	WATER VAULT
W	W	W	WATER VALVE MARKER
			STAND PIPE

EXISTING	PROPOSED	TEMPORARY	
			CLEANOUT
SS	SS	SS	SANITARY SEWER MANHOLE
ARV	ARV	ARV	AIR RELEASE VALVE
GT	GT	GT	GREASE TRAP
S	S	S	SANITARY SEWER FORCE MAIN VALVE
G	G	G	GAS VALVE
G	G	G	GAS METER
G	G	G	GAS MANHOLE
GPR	GPR	GPR	GAS PRESSURE REGULATOR
G	G	G	GAS VAULT
GTS	GTS	GTS	GAS TEST STATION
P	P	P	PETROLEUM VALVE
TC	FOR PROPOSED/TEMPORARY TRAFFIC CONTROL INFORMATION REFER TO TRAFFIC SIGNAL PLANS		TRAFFIC CONTROL MANHOLE/ ELECTRIC COMMUNICATIONS BOX
			TRAFFIC CONTROL PEDESTRIAN SIGNAL/BUTTON POST

MISCELLANEOUS

LOS	LIMITS OF OVERHEAD AND SUBSURFACE UTILITY INVESTIGATION
TH	TEST HOLE (QL-A ONLY)
EOI	END OF INFORMATION
	QUALITY LEVEL (QL) DELINEATION
123	POLE ID
A01	SANITARY SEWER MANHOLE (SSMH) ID
C123	CONFLICT LOCATION (UTILITY IMPACT ANALYSIS (UIA) ONLY)

QUALITY LEVELS AND DEFINITIONS

QL-D DEPICTED ACCORDING TO UTILITY RECORD INFORMATION AND IN-FIELD VISUAL INSPECTION. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.

QL-C EXISTING UTILITY STRUCTURES HAVE BEEN FIELD LOCATED AND SURVEYED TO ASSIST IN DEPICTING THE UTILITIES SHOWN ON RECORDS. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.

QL-B INFORMATION WAS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROPRIATE HORIZONTAL POSITION OF THE SUBSURFACE UTILITIES. QL-B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS.

QL-A OBTAIN PRECISE HORIZONTAL AND VERTICAL POSITION OF THE UTILITY LINE BY EXCAVATING A TEST HOLE. THE TEST HOLE SHALL BE DONE USING VACUUM EXCAVATION OR COMPARABLE NONDESTRUCTIVE EQUIPMENT IN A MANNER AS TO CAUSE NO DAMAGE TO THE UTILITY LINE. AFTER EXCAVATING A TEST HOLE, A FIELD SURVEY SHALL BE PERFORMED TO DETERMINE THE EXACT LOCATION AND POSITION OF THE UTILITY LINE.

TELEPHONE PAIR SIZE TABLE

TELEPHONE PAIR SIZE	TELEPHONE CABLE DIAMETER
5 - 100	0.50 TO 2.00 IN
101 - 2400	UP TO 3.50 IN

-RELOCATION OF UTILITIES SHALL BE COORDINATED BY CONTRACTOR.

-LOCATIONS OF UTILITIES SHOWN ON THESE PLANS ARE BASED ON EARLY COORDINATION BY THE CITY. ACTUAL FIELD LOCATIONS TO BE DETERMINED BY CONTRACTOR AND UTILITY COMPANY.

-THE RELOCATION OF UTILITIES SHOWN ON THE FOLLOWING UTILITY PLANS ARE A RESULT OF THE DESIGNER'S COORDINATION OF UTILITIES; THESE UTILITY RELOCATIONS HAVE NOT BEEN DESIGNED BY THE PROJECT'S ENGINEER OF RECORD

-CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER AND SEWER RELOCATIONS AND ADJUSTMENTS SHOWN IN THE PLANS.

GEORGIA811 Utilities Protection Center, Inc
Know what's below. Call before you dig.

POND
Architects ▪ Engineers ▪ Planners

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 593

24-0000

APPLICABLE WATER & SEWER STANDARD DETAILS

FULTON COUNTY DETAIL NO.	DESCRIPTION
101	UTILITY LOCATION UNDERGROUND UTILITY WITH REUSE, TYPICAL SECTION
102	CONDUIT LOCATION FOR UNDERGROUND UTILITIES COMBINATION SEWER EASE
103	ALLOWABLE TRENCH WIDTHS WATER MAINS
105	STRUCTURE ADJUSTMENT
108	TRENCH TERMINOLOGY
109	PAVEMENT CUT REPAIRS TYPE A, B, & C
111	BRICK MANHOLE DETAIL AND MANHOLE FRAME COVER
111A	LANDSCAPE AND PAVEMENT MANHOLE FRAME AND COVERS
115	STANDARD SEWER MANHOLES PRECAST CONCRETE
117	PIPE SEWER DATA PVC PIPE INSTALLATION
303	TYPICAL SECTION (CUL-DE-SAC)
319	CENTER ISLAND
401	SANITARY SEWER TYPICAL RIP-RAP CHANNEL PIPE CROSSING
605	LARGE METERS AND VAULT
701	GREASE/SOLIDS/OIL INTERCEPTOR 4 TANKS IN SERIES
707	SERVICE CONNECTION ON NEW SEWERS
709	SERVICE CONNECTION CLEANOUT
711	SEWER LATERAL INSTALLATION DETAILS FOR CURB STREETS
712	CROSSING ABOVE EXISTING SANITARY SEWER PIPE
713	DOGHOUSE MANHOLE DETAIL
801	3/4" & 5/8" METER INSTALLATION
802	1" METER INSTALLATION
805	LARGE METERS AND VAULT
806	3/4" - 1" METER SETTING SHORT AND LONG SIDES
810	DOUBLE CHECK VALVE ASSEMBLY
813	WATER METER INSTALLATION & 3/4" COPPER SERVICE WATER VALVE MARKERS
814	HYDRANT LOCATION DETAIL FOR CURB AND GUTTER STREETS
815	FIRE HYDRANT STREET UNCURBED
820	WATER MAIN TERMINATION
826	WATER SAMPLING STATION
827	WATER METER MANIFOLD DETAIL FOR TOWNHOUSE DEVELOPMENTS
828	SAN. SEWER CLEANOUT COVER FOR USE IN RES. DRIVEWAYS AND SIDEWALKS
829	AUTO BLOW OFF FLUSH STATION
830	WATER METER LAYOUT FOR TOWNHOUSE DEVELOPMENTS W/O LOTS
831	4-INCH FIRE METER LAYOUT

SEE FULTON COUNTY GA STANDARDS AND DETAILS AT:
https://www.fultoncountyga.gov/services/water-services/view-construction-standard-details

POND
Architects ▪ Engineers ▪ Planners

REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0000A

2

WINDWARD DEVELOPMENT INC

EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

Existing
WCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

ADJUST WATER VALVE
TO PROPOSED GRADE (2)

DO NOT DISTURB
SIDEWALK & FENCE

100+00

101+00

102+00

REQ'D R/W

EXIST R/W

EXIST R/W

EXT 24 INCH
WATERLINE DIP(TYP)

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

MORRIS RD
N 31°05'39.3" E

THE EXACT SPLICE LOCATION
FOR THE PROPOSED ATT CABLE
TO BE DETERMINED ON THE DESIGN
PORTION OF THIS ROAD MOVE.

ATT WILL PLACE PROPOSED
BURIED CABLE 1' INSIDE THE
BACK R/W AT 36" MIN. DEPTH

EXIST R/W

5'

ZAYO CONTRACTOR TO BORE
186' THIS SHEET AND PLACE
(2) 1.25" HDPE (1) WITH
144 FOC

BEGIN PROJECT
MORRIS RD
STA 101+00.00
N=1490180.5385
E=2268270.3706

BEGIN CONSTRUCTION
MORRIS RD
STA 102+00.00
N=1490266.1704
E=2268322.0154

REQ'D R/W

REQD
TRACT I
DO NOT
DISTURB
SIDEWALK

ZAYO CONTRACTOR TO DIG PIT OVER
EXISTING 144 FOC IN 1.25" HDPE.
BREAK HDPE AND PLACE NEW
24"X36"X30" HH OVER CABLE WILL
NEED TO PULL SLACK FROM HH TO THE
NORTH TO CREATE SPLICE.

ZAYO CONTRACTOR MAY
NEED TO HAND DIG TO
PLACE PROPOSED HDPE
IN THIS SECTION

L.L.L. 1044
(APPROXIMATE)

1

THIRTEEN FIVE SIXTY MORRIS
ROAD OFFICE INVESTORS LLC

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
1	24" DIP WATER	1059.48

MATCH LINE STA. 102+50.00

DRAWING No. 24-0002

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

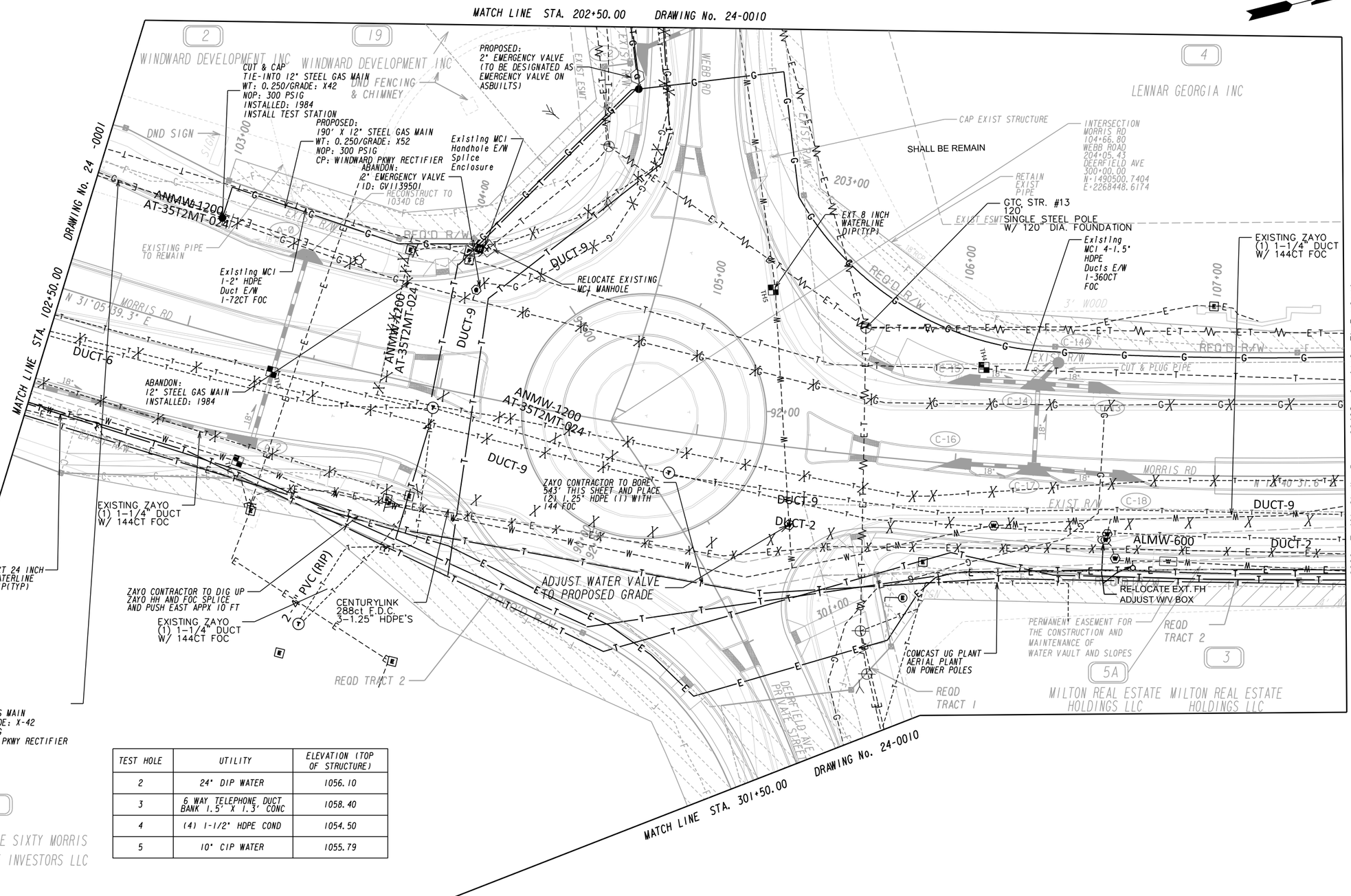
UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0001

10/23/2015 GPLN



TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
2	24" DIP WATER	1056.10
3	6 WAY TELEPHONE DUCT BANK 1.5' X 1.3' CONC	1058.40
4	(4) 1-1/2" HDPE COND	1054.50
5	10" CIP WATER	1055.79

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON EST 2006

POND Architects ▪ Engineers ▪ Planners

SCALE IN FEET 0 20 40 80

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0002

10/23/2015 GPLN

2/14/2024 10:09:08 AM | GPLOT-V8 | 1200828_24-0003.dgn
Kenny.Glaze | 1160552_PLOT_util.tbl

MATCH LINE STA. 107+50.00 — DRAWING No. 24-0002

MATCH LINE STA. 113+00.00 — DRAWING No. 24-0004

PROPOSED:
900' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

PROPOSED:
2" EMERGENCY VALVE
*SEE NOTE 1 & 3

PROPOSED:
165' X 2" PLASTIC GAS MAIN
NOP: 60 PSIG

ABANDON:
12" STEEL GAS MAIN
INSTALLED: 1984

Existing
WCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

PROPOSED:
1' REG. STATION
ABOVE GROUND

PROPOSED
40' X 2" STEE; GAS , AOM
WT. 0.154/RADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

PROPOSED:
2" DISTRICT VALVE
*SEE NOTE 1 & 2

GTC STR. #12
125'
SINGLE STEEL POLE
W/ 96" DIA. FOUNDATION

PROPOSED:
12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

DEERFIELD GREEN COMMUNITY ASSOCIATION INC

GANESHAN BALASUBRAMANIAN

TWINROSE PL PRIVATE STREET

NEW FAWN LN PRIVATE STREET

MORRIS RD

EXIST ESMT

EXIST R/W

RETAIN EXIST PIPE

PROPOSED ATT WH

5BQ2MT-012

BS3492B6012AW12

BS3492B6024AW12

ALMW-1200
ANAW-600

ANAW-200
ANAW-50
SP3412B6-036RWP

EXT 24 INCH WATERLINE DIP(TYP)
SHALL REMAIM

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

DUCT-9
ALMW-600
DUCT-2

ALMW-25

CENTURYLINK
288ct F.O.C
3-1.25" HDPE'S

ZAYO CONTRACTOR TO BORE
543' THIS SHEET AND PLACE
(2) 1.25" HDPE (1) WITH
144 FOC

ATT WILL ADJUST WH
LID TO FINAL GRADE

RELOCATE WATER VAULT
AND ACCESSORIES AND
ADJUST TO PROPOSED GRADE

PERMANENT EASEMENT FOR
THE CONSTRUCTION AND
MAINTENANCE OF
WATER VAULT AND SLOPES

S.S.M.H.
RIM: 1062.97
IE: 1057.21
OE: 1056.87

S.S.M.H.
RIM: 1057.91
IE: 1049.34
OE: 1049.29

ADJUST MANHOLE TO
PROPOSED GRADE

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

6" DIP

12" DIP (LINE ONLY)

MILTON REAL ESTATE HOLDINGS LLC

MILTON REAL ESTATE HOLDINGS INC

STRATA DEERFIELD LLC

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
6	9 WAY TELEPHONE DUCT BANK 2' X 2' CONC	1055.79
7	24" DIP WATER	1056.50

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING 24-0003

10/23/2015 GPLN

9

DEERFIELD GREEN COMMUNITY ASSOCIATION INC

10

MORRIS LAKE TOWNHOME ASSOCIATION INC

L.L.L.1044
L.L.L.1043

48"RCP
F/L: 1018.52

STREAM BANK

25 FT BUFFER

WETLAND

10' WOOD

CUT & CAP TIE-INTO 2" PLASTIC GAS MAIN NOP: 60 PSIG INSTALLED: 2010

ABANDON: 2" PLASTIC GAS MAIN INSTALLED: 2010

PROPOSED: 80' X 2" PLASTIC GAS MAIN NOP: 60 PSIG

EXISTING: 2" PLASTIC GAS MAIN NOP: 60 PSIG INSTALLED: 2001

CUT & CAP TIE-INTO 2" PLASTIC GAS MAIN NOP: 60 PSIG INSTALLED: 2001

PROPOSED: 10' X 2" PLASTIC GAS MAIN NOP: 60 PSIG

EXISTING: 2" PLASTIC GAS MAIN NOP: 60 PSIG INSTALLED: 2010

Existing MCI 4-1.5" HDPE Ducts E/W 1-360CT FOC

ABANDON: 1" REG. STATION ABOVE GROUND

ADJUST WATER VALVE TO PROPOSED GRADE

PROPOSED: 1195' X 12" STEEL GAS MAIN WT: 0.250/GRADE: X52 NOP: 300 PSIG CP: WINDWARD PKWY RECTIFIER

Existing MCI 4-1.5" HDPE Ducts E/W 1-360CT FOC

PROPOSED: 25' X 2" PLASTIC GAS MAIN NOP: 60 PSIG

PROPOSED: 1" REG. STATION ABOVE GROUND

ABANDON: 2" STEEL GAS MAIN INSTALLED: 2001

REQD TRACT I

115+00

116+00

117+00

118+00

EXIST R/W

REQ'D R/W

ANAW-200
ANAW-50
SP3412B6-036RWP

C-20

C-21

C-22

24"

DUCT-9

EXIST R/W

REM. EXT. FH

PROP. FH

REM. & RPL. EXT. FH

EXISTING ZAYO (1) 1-1/4" DUCT W/ 144CT FOC

CENTURYLINK 288ct F.O.C. 3-1.25" HDPE'S

EXISTING ZAYO (1) 1-1/4" DUCT W/ 144CT FOC

EXT 24 INCH WATERLINE DIP(TYP)

DO NOT DISTURB FENCE

6" WROUGHT IRON

COLUMN (TYP)

CTC STR. #11 125' SINGLE STEEL POLE W/ 84" DIAMETER FOUNDATION

COMCAST UG PLANT

EXISTING ZAYO (1) 1-1/4" DUCT W/ 144CT FOC

ZAYO CONTRACTOR TO BORE 484' THIS SHEET AND PLACE (2) 1.25" HDPE (1) WITH 144 FOC

ZAYO CONTRACTOR TO PLACE 24"X36"X30" HH. HH WILL HAVE TO BE IN CSW DUE TO VERY TIGHT ROW. LEAVE 100' LOOP ON 144 FOC

DO NOT DISTURB FENCE

EXIST ESMT

BEGIN WALL 1
GA DTL 9031L, 9031R
STA 113+30.00
OFF 42.00' RT

END WALL 1
GA DTL 9031L, 9031R
STA 115+00.00
OFF 43.14' RT

MATCH LINE STA. 113+00.00

DRAWING No. 24-0003

MATCH LINE STA. 118+00.00

DRAWING No. 24-0005

7

STRATA DEERFIELD LLC

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
8	9 WAY TELEPHONE DUCT BANK 1.3' X 1.3' CONC	1050.48
9	24" DIP WATER	1049.51
10	24" DIP WATER	1027.14
10B	2' WIDE CONC DUCT/(2) 7" PVC COND	1027.58

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON EST 2006

POND Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:		DRAWING
BACKCHECKED:		DATE:		24-0001
CORRECTED:		DATE:		
VERIFIED:		DATE:		

10/23/2015 GPLN

DO NOT DISTURB EXISTING WALL AND FENCE BEYOND CONSTRUCTION LIMITS

10 MORRIS LAKE TOWNHOME ASSOCIATION INC

12 FAIRVIEW HOMEOWNERS ASSOC INC

L.L.L. 973
L.L.L. 1043

25' BUFFER STREAM BANK

LATHENE DR PRIVATE STREET

WETLAND

EXIST R/W

DO NOT DISTURB

S.S.M.H.
RIM: 1025.97
IE: 1014.71
OE: 1014.47

ANAW-200
SP3412B6-036RWP

REQD TRACT 3

WATER VAULT TO BE RELOCATED

Existing WCI 4-1.5" HDPE Ducts E/W 1-360CT FOC

EXIST ESMT

EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

PROPOSED:
12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

PROP ESMT

REQD TRACT 4

MS 16'-10" 2-ASW

PROPOSED ATT MH

COMCAST UG PLANT

REQD TRACT 2

ANAW-200
ANAW-50
SP3412B6-036RWP

EXISTING PIPE TO REMAIN

GTC STR. #10
125'
SINGLE STEEL POLE
W/ 96" DIA. FOUNDATION

ANAW-50

REQD R/W

MORRIS RD | N 43°06'03.3" E

144 COUNT INSIDE 1.25IN. CONDUIT
ZAYO FIBER OPTIC CABLE INSIDE 2" PVC CONDUIT

DUCT-9

EXIST R/W

LANDSCAPING

EXT 24 INCH WATERLINE DIP(TYP)

PROP W/VAULT

ANAW-25

ANAW-100

RELOCATE AND ADJUST WATER METER TO PROPOSED GRADE (2)

BRICK-COLUMN (TYP)

S.S.M.H.
RIM: 1021.76
IE: 1012.90(A)
IE: 1013.26(B)
OE: 1012.86(C)

S.S.M.H.
RIM: 1027.67
IE: 1017.23(A)
IE: 1017.48(B)
OE: 1017.02(C)

CENTURYLINK
288ct F.O.C.
3-1.25" HDPE'S

S.S.M.H.
RIM: 1034.95
OE: 1024.09

ZAYO CONTRACTOR TO BORE 546' THIS SHEET AND PLACE (2) 1.25" HDPE (1) WITH 144 FOC

SEE 5-0007 FOR RIP RAP DETAILS

STREAM BANK

7 STRATA DEERFIELD LLC

25 FT BUFFER

11 IMT CAPITAL III DEERFIELD LLC

PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER VAULT AND SLOPES

DEER TRAIL PRIVATE STREET

L.L.L. 973
L.L.L. 1043

MATCH LINE STA. 118+00.00 DRAWING No. 24-0004

MATCH LINE STA. 123+50.00 DRAWING No. 24-0006

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
11	9 WAY TELEPHONE DUCT BANK 1.3' X 1.3' CONC	1016.94
11B	2" PAIRED TELEPHONE CABLE	1021.88
11C	0.15' PAIRED TELEPHONE CABLE	1024.59
12	NONE	N/A
13	NONE	N/A
14	24" DIP WATER	1020.31
15	6" PLAS COND	1022.57
16	9 WAY TELEPHONE DUCT BANK 1.3' X 1.3' CONC	1024.00

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON EST 2006

POND Architects ▪ Engineers ▪ Planners

SCALE IN FEET 0 20 40 80

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:		DRAWING
BACKCHECKED:		DATE:		24-0005
CORRECTED:		DATE:		
VERIFIED:		DATE:		

599

10/23/2015 GPLN

12

FAIRVIEW HOMEOWNERS ASSOC INC

EXISTING:
2" PLASTIC GAS (S)MAIN
NOP: 30 PSIG
CUT & CAP INSTALLED: UNK
TIE-INTO 2" PLASTIC GAS (S)MAIN
NOP: 30 PSIG
INSTALLED: UNK

EXISTING:
2" PLASTIC GAS (S)MAIN
NOP: 30 PSIG
INSTALLED: UNK

ABANDON:
2" PLASTIC GAS (S)MAIN
NOP: 30 PSIG
INSTALLED: UNK

ABANDON:
UNK SIZE REG. STATION
ABOVE GROUND

PROPOSED
40' X 2" PLASTIC GAS MAIN
NOP: 30 PSIG

PROPOSED
1" REG. STATION
ABOVE GROUND

PROPOSED
40' X 2" STEEL GAS MAIN
WT: 0.154/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

PROPOSED:
2" EMERGENCY VALVE
*SEE NOTE 1 & 3

PROPOSED
2" DISTRICT VALVE
*SEE NOTE 1 & 2

PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER VAULT AND SLOPES

RELOCATE AND ADJUST WATER METER TO PROPOSED GRADE

DO NOT DISTURB SIGN

PRIVATE STREET

ABANDON:
12" STEEL GAS MAIN
INSTALLED: 1984

ABANDON:
2" GAS VALVE

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

Existing
MCI
Handhole

GPR

EXIST R/W

REQ'D R/W

EXIST ESMT

ANAW-50

ANAW-25

SR-3402MT-036

BS3492BT96AW200

GTC STR. #9
125'
SINGLE STEEL POLE
W/ 96" DIA. FOUNDATION

TIE-INTO
2" PLASTIC GAST (S)MAIN
NOP: 30 PSIG
INSTALLED: UNK

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

MORRIS RD

N 33°20'54.5" E

DUCT-9

ANAW-100

AT-3492MT-012

AT-3492MT-072

5' WROUGHT IRON FENCE

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

CENTURYLINK
288ct F.D.C.
3-1.25" HDPE'S

ZAYO CONTRACTOR TO BORE
473' THIS SHEET AND PLACE
(2) 1.25" HDPE (1) WITH
144 FOC

COMCAST UG PLANT

EXISTING:
2" STEEL GAS (S)MAIN
WT: UNK/GRADE: UNK
NOP: 300 PSIG
CP: WINDWARD
PKWY RECTIFIER

EXT WATER
VAULT TO
REMAIN

ADJUST WATER VALVE
TO PROPOSED GRADE (3)

DEER TRAIL
PRIVATE STREET

EXT 24 INCH
WATERLINE DIP(TYP)

REQD
TRACT I

EXISTING FENCE TO BE PROTECTED

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

MATCH LINE STA. 123+50.00

DRAWING No. 24-0005

MATCH LINE STA. 129+00.00

DRAWING No. 24-0007

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
17	(4) 1-1/2" PLAS COND	1031.43
18	24" DIP WATER	1033.39
19	24" DIP WATER	1030.51
20	24" DIP WATER	1006.46

11

IMT CAPITAL III DEERFIELD LLC

13

IMT CAPITAL III DEERFIELD LLC

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:		DRAWING
BACKCHECKED:		DATE:		24-0006
CORRECTED:		DATE:		
VERIFIED:		DATE:		

10/23/2015 GPLN

2/14/2024 10:10:28 AM | GPLOT-V8 | 1200828_24-0007.dgn
Kenny.Glaze | 1160552_PLOT_util.tbl

12

FAIRVIEW HOMEOWNERS ASSOC INC

14

HIDDEN FOREST COMMUNITY ASSOCIATION INC

PROPOSED:
1250' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

GTC STR. #8
125'
SINGLE STEEL POLE
W/ 96" DIA. FOUNDATION

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

ADJUST MANHOLE
TO PROPOSED GRADE

S.S.M.H.
RIM: 1022.05
IE: 1008.22
IE: 1008.38

DO NOT
DISTURB
KEYPAD

GATE

GATE

FLAMINGO RD
PRIVATE STREET

WETLAND

STREAM
BANK

25 FT
BUFFER

EXIST ESMT
6' WOOD

REQ'D R/W

EXIST R/W

(LINE ONLY)

6"PVC

8"PVC

18"

MORRIS RD

CURVE #4

Δ=90°00'00"

D=57°18'00"

R=100.00'

T=100.00'

L=157.08'

CH=141.42'

CH BRG=N 78°20'54.5" E

N 33°20'54.5" E

2.7FT. X 1.0FT. FIBEROLASS

DUCT 9 (W)

ANAW-50

ANAW-100

ANMW-90

BS3492BT96AW200

ABANDON:
12" STEEL GAS MAIN
INSTALLED: 1984

AT-3492MT-012

AT-3492MT-072

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

ADJUST WATER VALVE
TO PROPOSED GRADE (2)

EXT 24 INCH
WATERLINE DIP(TYP)

REQD
TRACT 2

EXISTING ZAYO HH

CENTURYLINK
288ct F.D.C.
3-1.25" HDPE'S

RETIRED:
12" STEEL GAS MAIN
(ESTIMATED LOCATION)

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

ADJUST MANHOLE
TO PROPOSED GRADE

S.S.M.H.
RIM: 1015.04
IE: 1003.24(A)
IE: 1001.72(B)
IE: 1002.28(C)
OE: 1001.54(D)

S.S.M.H.
RIM: 1009.71
IE: 1002.13(A)
IE: 1002.16(B)
IE: 1001.50(C)
OE: 1001.44(D)

RECONSTRUCT
EXISTING
CB

WETLAND

RIGHT OF WAY
PER PI NO 0007526

ADJUST MANHOLE
TO PROPOSED GRADE

MATCH LINE STA. 129+00.00
DRAWING No. 24-0006

MATCH LINE STA. 134+00.00
DRAWING No. 24-0008

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
20	24" DIP WATER	1006.46
21	9 WAY TELEPHONE DUCT BANK 2" X 2.1' CONC	1007.23

13

IMT CAPITAL III DEERFIELD LLC

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0007

10/23/2015 GPLN

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
22	24" DIP WATER	1020.16

16
WISDARIUM LLC

14
HIDDEN FOREST COMMUNITY ASSOCIATION INC

CUT & CAP
TIE-INTO 12" STEEL GAS MAIN
WT: 0.250/GRADE: X42
NOP: 300 PSIG
INSTALLED: 1984
INSTALL TEST STATION

ABANDON:
12" STEEL GAS MAIN
INSTALLED: 1984

LIMITS OF CONSTRUCTION
BETHANY BEND
STA 402+68.00
N=1493271.2764
E=2270080.6392

PROPOSED
290' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP 300 PSIG
CP: WINDWARD PKWY RECTIFIER

CUT & CAP
12" STEEL GAS MAIN
WT: 0.250/GRADE:X52
NOP: 300 PSIG
INSTALLED: N/A
INSTALL TEST STATION

PROPOSED
20' X 12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP 300 PSIG
CP: WINDWARD PKWY RECTIFIER

EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
NOP: 300 PSIG
INSTALLED: UNK
CP: WINDWARD PKWY RECTIFIER

CUT & CAP
12" STEEL GAS MAIN
WT: 0.250/GRADE:X52
NOP: 300 PSIG
INSTALLED: N/A
INSTALL TEST STATION

EXISTING:
2" GAS VALVE

WB HOLDINGS-WINDWARD LLC

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

EXISTING:
8" STEEL GAS MAIN
WT: .219/GRADE: X-52
NOP: 300 PSIG
INSTALLED: UNK
CP: WINDWARD
PKWY RECTIFIER

GTC STR. #7
125'
SINGLE STEEL POLE
W/ 108" DIA. FOUNDATION

STREAM BANK
WETLAND
25 FT BUFFER

PROPOSED:
12" STEEL GAS MAIN
WT: 0.250/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

Existing
MCI 4-1.5"
HDPE
Ducts E/W
1-360CT
FOC

S.S.M.H.
RIM: 1014.80
IE: 1002.84
OE: 1002.77

MATCH LINE STA. 134+00.00
DRAWING No. 24-0007

DUCT-3
SR-5B92MR1288
SR-5B92MT-144
ANMW-300

1-10M
SR-5B92MR1288
SR-5B92MT-144
1-10M
BKMA-600

EXIST R/W
BETHANY BEND
N 9°15'36" E
FULTON COUNTY
FORSYTH COUNTY

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

DUCT-9
ANMW-300

EXISTING ZAYO HH

EXT 16 INCH
WATERLINE DIP

ADJUST WATER VALVE
TO PROPOSED GRADE
RELOCATE FIRE HYDRANT

EXISTING ZAYO
(1) 1-1/4" DUCT
W/ 144CT FOC

DUCT-9

N 82°25'16.67" E

MATCH LINE STA. 138+50.00
DRAWING No. 24-0009

MAIN EXIST CULVERT

ADJUST CB TO GRADE
RETAIN EXIST PIPES
ADJUST MH TO GRADE
ADJUST TO GRADE

Existing
MCI
W Handhole

S.S.M.H.
RIM: 1014.67
IE: 1004.17
OE: 1003.61

REMOVE VALVE
MARKER

ADJUST WATER VALVE
TO PROPOSED GRADE

ADJUST MANHOLE
TO PROPOSED GRADE

RETIRED:
12" STEEL GAS MAIN
(ESTIMATED LOCATION)

S.S.M.H.
RIM: 1009.02
IE: 1000.83(A)
IE: 1001.42(B)
IE: 1001.41(C)
OE: 1000.61(D)

ADJUST WATER VALVE
TO PROPOSED GRADE
AND REMOVE VALVE
MARKER (2)

25 FT BUFFER
15
DEERFIELD MASTER ASSOCIATION INC

INTERSECTION
MORRIS RD
135+63.11
BETHANY BEND
400+00.00
N=1493006.8863
E=2270123.7626

EXT 24 INCH
WATERLINE DIP(TYP)
CENTURYLINK
288ct F.O.C.
3-1.25" HDPE'S

17
DEERFIELD PARK LLC

REMOVE VALVE
MARKER

END CONSTRUCTION
MORRIS RD/
McGINNIS FERRY RD
STA 138+25.00
N=1493063.6240
E=2270378.3684

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

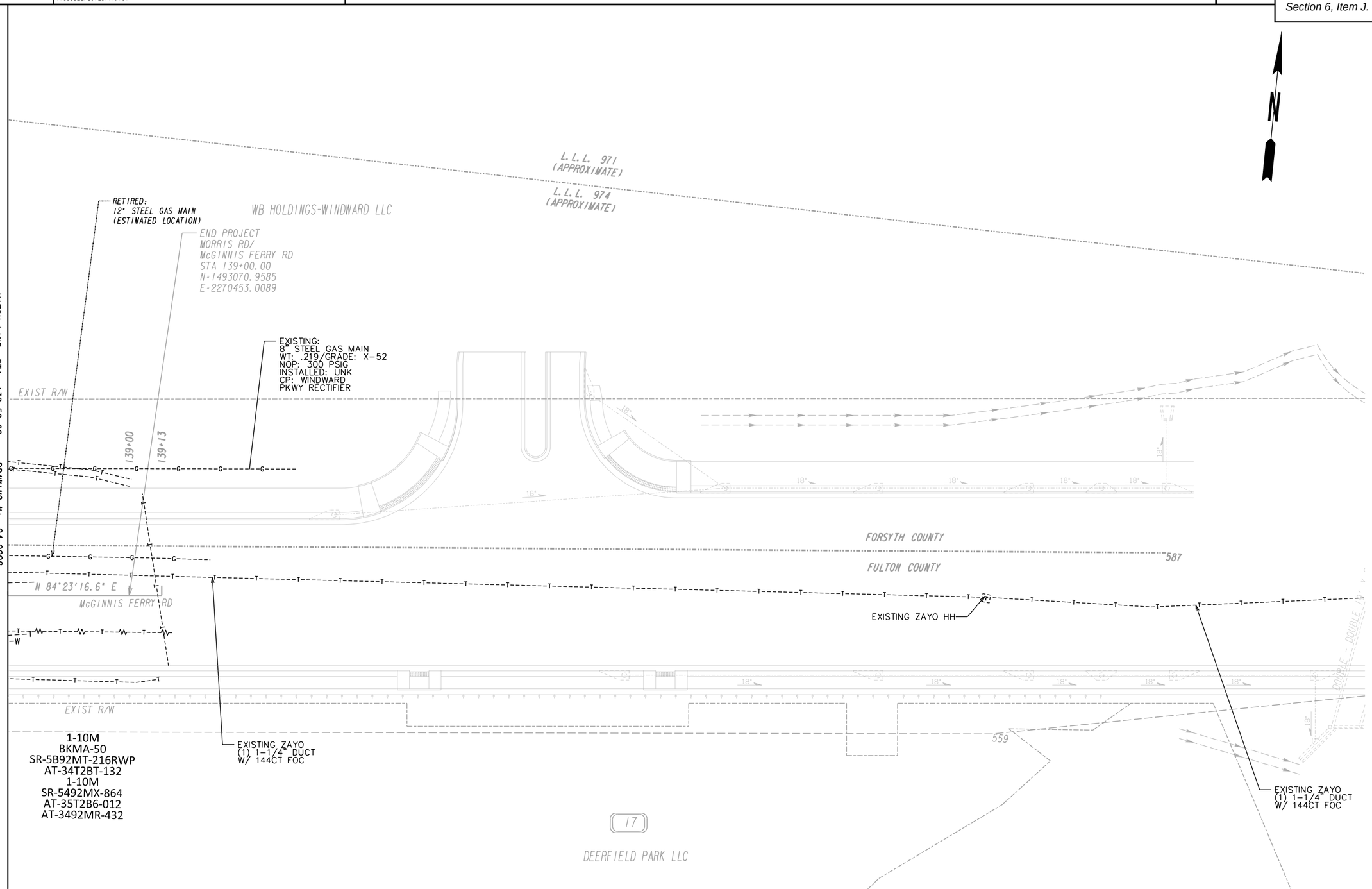
REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0008

10/23/2015 GPLN



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING 24-0009

10/23/2015 GPLN

19

WINDWARD DEVELOPMENT INC

2

WINDWARD DEVELOPMENT INC

4

LENNAR GEORGIA INC

EXISTING:
2" STEEL GAS MAIN
WT: UNK/GRADE: UNK
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

LIMITS OF CONSTRUCTION
WEBB RD
STA 200+42.00
N=1490598.1533
E=2268104.0944

CUT & CAP
TIE-INTO 2" STEEL GAS MAIN
WT: UNK/GRADE: UNK
NOP: 300 PSIG
INSTALLED: 1992
INSTALL TEST STATION

200+00

201+00

202+00

DO NOT DISTURB
EXISTING FENCE

Existing MCI
1-2" HDPE
Duct E/W
1-72CT FOC

PROPOSED:
255' X 2" STEEL GAS MAIN
WT: 0.154/GRADE: X52
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

EXISTING PIPE
TO REMAIN

ABANDON:
2" STEEL GAS MAIN
INSTALLED: 1992

EXT. W/V Box
to be Adjusted to
be proposed grade

TEST HOLE	UTILITY	ELEVATION (TOP OF STRUCTURE)
23	10" CIP WATER	1054.10

EXISTING:
12" STEEL GAS MAIN
WT: .250/GRADE: X-42
NOP: 300 PSIG
CP: WINDWARD PKWY RECTIFIER

EXIST ESMT
EXIST R/W
DUCT-9
WEBB RD
S 82°48'45.2" E
WOOD
EXIST R/W
18"
B-1
B-2
B-3
B-4
B-5
B-6
B-7
B-8
B-9
B-10
B-11
B-12
B-13
B-14
B-15
B-16
B-17
B-18
B-19
B-20
B-21
B-22
B-23
B-24
B-25
B-26
B-27
B-28
B-29
B-30
B-31
B-32
B-33
B-34
B-35
B-36
B-37
B-38
B-39
B-40
B-41
B-42
B-43
B-44
B-45
B-46
B-47
B-48
B-49
B-50
B-51
B-52
B-53
B-54
B-55
B-56
B-57
B-58
B-59
B-60
B-61
B-62
B-63
B-64
B-65
B-66
B-67
B-68
B-69
B-70
B-71
B-72
B-73
B-74
B-75
B-76
B-77
B-78
B-79
B-80
B-81
B-82
B-83
B-84
B-85
B-86
B-87
B-88
B-89
B-90
B-91
B-92
B-93
B-94
B-95
B-96
B-97
B-98
B-99
B-100
B-101
B-102
B-103
B-104
B-105
B-106
B-107
B-108
B-109
B-110
B-111
B-112
B-113
B-114
B-115
B-116
B-117
B-118
B-119
B-120
B-121
B-122
B-123
B-124
B-125
B-126
B-127
B-128
B-129
B-130
B-131
B-132
B-133
B-134
B-135
B-136
B-137
B-138
B-139
B-140
B-141
B-142
B-143
B-144
B-145
B-146
B-147
B-148
B-149
B-150
B-151
B-152
B-153
B-154
B-155
B-156
B-157
B-158
B-159
B-160
B-161
B-162
B-163
B-164
B-165
B-166
B-167
B-168
B-169
B-170
B-171
B-172
B-173
B-174
B-175
B-176
B-177
B-178
B-179
B-180
B-181
B-182
B-183
B-184
B-185
B-186
B-187
B-188
B-189
B-190
B-191
B-192
B-193
B-194
B-195
B-196
B-197
B-198
B-199
B-200
B-201
B-202
B-203
B-204
B-205
B-206
B-207
B-208
B-209
B-210
B-211
B-212
B-213
B-214
B-215
B-216
B-217
B-218
B-219
B-220
B-221
B-222
B-223
B-224
B-225
B-226
B-227
B-228
B-229
B-230
B-231
B-232
B-233
B-234
B-235
B-236
B-237
B-238
B-239
B-240
B-241
B-242
B-243
B-244
B-245
B-246
B-247
B-248
B-249
B-250
B-251
B-252
B-253
B-254
B-255
B-256
B-257
B-258
B-259
B-260
B-261
B-262
B-263
B-264
B-265
B-266
B-267
B-268
B-269
B-270
B-271
B-272
B-273
B-274
B-275
B-276
B-277
B-278
B-279
B-280
B-281
B-282
B-283
B-284
B-285
B-286
B-287
B-288
B-289
B-290
B-291
B-292
B-293
B-294
B-295
B-296
B-297
B-298
B-299
B-300
B-301
B-302
B-303
B-304
B-305
B-306
B-307
B-308
B-309
B-310
B-311
B-312
B-313
B-314
B-315
B-316
B-317
B-318
B-319
B-320
B-321
B-322
B-323
B-324
B-325
B-326
B-327
B-328
B-329
B-330
B-331
B-332
B-333
B-334
B-335
B-336
B-337
B-338
B-339
B-340
B-341
B-342
B-343
B-344
B-345
B-346
B-347
B-348
B-349
B-350
B-351
B-352
B-353
B-354
B-355
B-356
B-357
B-358
B-359
B-360
B-361
B-362
B-363
B-364
B-365
B-366
B-367
B-368
B-369
B-370
B-371
B-372
B-373
B-374
B-375
B-376
B-377
B-378
B-379
B-380
B-381
B-382
B-383
B-384
B-385
B-386
B-387
B-388
B-389
B-390
B-391
B-392
B-393
B-394
B-395
B-396
B-397
B-398
B-399
B-400
B-401
B-402
B-403
B-404
B-405
B-406
B-407
B-408
B-409
B-410
B-411
B-412
B-413
B-414
B-415
B-416
B-417
B-418
B-419
B-420
B-421
B-422
B-423
B-424
B-425
B-426
B-427
B-428
B-429
B-430
B-431
B-432
B-433
B-434
B-435
B-436
B-437
B-438
B-439
B-440
B-441
B-442
B-443
B-444
B-445
B-446
B-447
B-448
B-449
B-450
B-451
B-452
B-453
B-454
B-455
B-456
B-457
B-458
B-459
B-460
B-461
B-462
B-463
B-464
B-465
B-466
B-467
B-468
B-469
B-470
B-471
B-472
B-473
B-474
B-475
B-476
B-477
B-478
B-479
B-480
B-481
B-482
B-483
B-484
B-485
B-486
B-487
B-488
B-489
B-490
B-491
B-492
B-493
B-494
B-495
B-496
B-497
B-498
B-499
B-500
B-501
B-502
B-503
B-504
B-505
B-506
B-507
B-508
B-509
B-510
B-511
B-512
B-513
B-514
B-515
B-516
B-517
B-518
B-519
B-520
B-521
B-522
B-523
B-524
B-525
B-526
B-527
B-528
B-529
B-530
B-531
B-532
B-533
B-534
B-535
B-536
B-537
B-538
B-539
B-540
B-541
B-542
B-543
B-544
B-545
B-546
B-547
B-548
B-549
B-550
B-551
B-552
B-553
B-554
B-555
B-556
B-557
B-558
B-559
B-560
B-561
B-562
B-563
B-564
B-565
B-566
B-567
B-568
B-569
B-570
B-571
B-572
B-573
B-574
B-575
B-576
B-577
B-578
B-579
B-580
B-581
B-582
B-583
B-584
B-585
B-586
B-587
B-588
B-589
B-590
B-591
B-592
B-593
B-594
B-595
B-596
B-597
B-598
B-599
B-600
B-601
B-602
B-603
B-604
B-605
B-606
B-607
B-608
B-609
B-610
B-611
B-612
B-613
B-614
B-615
B-616
B-617
B-618
B-619
B-620
B-621
B-622
B-623
B-624
B-625
B-626
B-627
B-628
B-629
B-630
B-631
B-632
B-633
B-634
B-635
B-636
B-637
B-638
B-639
B-640
B-641
B-642
B-643
B-644
B-645
B-646
B-647
B-648
B-649
B-650
B-651
B-652
B-653
B-654
B-655
B-656
B-657
B-658
B-659
B-660
B-661
B-662
B-663
B-664
B-665
B-666
B-667
B-668
B-669
B-670
B-671
B-672
B-673
B-674
B-675
B-676
B-677
B-678
B-679
B-680
B-681
B-682
B-683
B-684
B-685
B-686
B-687
B-688
B-689
B-690
B-691
B-692
B-693
B-694
B-695
B-696
B-697
B-698
B-699
B-700
B-701
B-702
B-703
B-704
B-705
B-706
B-707
B-708
B-709
B-710
B-711
B-712
B-713
B-714
B-715
B-716
B-717
B-718
B-719
B-720
B-721
B-722
B-723
B-724
B-725
B-726
B-727
B-728
B-729
B-730
B-731
B-732
B-733
B-734
B-735
B-736
B-737
B-738
B-739
B-740
B-741
B-742
B-743
B-744
B-745
B-746
B-747
B-748
B-749
B-750
B-751
B-752
B-753
B-754
B-755
B-756
B-757
B-758
B-759
B-760
B-761
B-762
B-763
B-764
B-765
B-766
B-767
B-768
B-769
B-770
B-771
B-772
B-773
B-774
B-775
B-776
B-777
B-778
B-779
B-780
B-781
B-782
B-783
B-784
B-785
B-786
B-787
B-788
B-789
B-790
B-791
B-792
B-793
B-794
B-795
B-796
B-797
B-798
B-799
B-800
B-801
B-802
B-803
B-804
B-805
B-806
B-807
B-808
B-809
B-810
B-811
B-812
B-813
B-814
B-815
B-816
B-817
B-818
B-819
B-820
B-821
B-822
B-823
B-824
B-825
B-826
B-827
B-828
B-829
B-830
B-831
B-832
B-833
B-834
B-835
B-836
B-837
B-838
B-839
B-840
B-841
B-842
B-843
B-844
B-845
B-846
B-847
B-848
B-849
B-850
B-851
B-852
B-853
B-854
B-855
B-856
B-857
B-858
B-859
B-860
B-861
B-862
B-863
B-864
B-865
B-866
B-867
B-868
B-869
B-870
B-871
B-872
B-873
B-874
B-875
B-876
B-877
B-878
B-879
B-880
B-881
B-882
B-883
B-884
B-885
B-886
B-887
B-888
B-889
B-890
B-891
B-892
B-893
B-894
B-895
B-896
B-897
B-898
B-899
B-900
B-901
B-902
B-903
B-904
B-905
B-906
B-907
B-908
B-909
B-910
B-911
B-912
B-913
B-914
B-915
B-916
B-917
B-918
B-919
B-920
B-921
B-922
B-923
B-924
B-925
B-926
B-927
B-928
B-929
B-930
B-931
B-932
B-933
B-934
B-935
B-936
B-937
B-938
B-939
B-940
B-941
B-942
B-943
B-944
B-945
B-946
B-947
B-948
B-949
B-950
B-951
B-952
B-953
B-954
B-955
B-956
B-957
B-958
B-959
B-960
B-961
B-962
B-963
B-964
B-965
B-966
B-967
B-968
B-969
B-970
B-971
B-972
B-973
B-974
B-975
B-976
B-977
B-978
B-979
B-980
B-981
B-982
B-983
B-984
B-985
B-986
B-987
B-988
B-989
B-990
B-991
B-992
B-993
B-994
B-995
B-996
B-997
B-998
B-999
B-1000

MATCH LINE STA. 202+50.00 DRAWING No. 24-0002

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON EST 2006

POND Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING 24-0010

10/23/2015 GPLN

N

No WCI Facilities on This Page

3

MILTON REAL ESTATE HOLDINGS LLC

2nd DISTRICT, 2nd SECTION LINE (APPROXIMATE)

2nd DISTRICT, 1st SECTION LINE (APPROXIMATE)

302+00

303+00

303+32

20' APPARENT ESM'T

4' WOOD

APPARENT 20' SIDEWALK EASEMENT(PB 349 PG.201)

465

462

466

461

464

460

463

21

MATCH LINE STA. 301+50.00 DRAWING No. 24-0002

S 89°59'51.2" E

DEERFIELD AVE PRIVATE STREET

LIMITS OF CONSTRUCTION
DEERFIELD AVE
STA 302+60.00
N=1490542.5458
E=2268703.3598

L.L.L. 1045 (APPROXIMATE)

L.L.L. 1044 (APPROXIMATE)

1

THIRTEEN FIVE SIXTY MORRIS ROAD OFFICE INVESTORS LLC

20

THIRTEEN FIVE SIXTY MORRIS ROAD OFFICE INVESTORS LLC

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

MILTON
EST 2006

POND
Architects ▪ Engineers ▪ Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS

MORRIS ROAD FROM WEBB ROAD/DEERFIELD AVENUE TO BETHANY BEND

CHECKED:		DATE:		DRAWING
BACKCHECKED:		DATE:		24-0011
CORRECTED:		DATE:		
VERIFIED:		DATE:		

10/23/2015 GPLN

EXHIBIT "B"

Morris Road Concept-1200828 City of Milton							MILTON BID
WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE							
PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	
171	-	0030	TEMPORARY SILT FENCE, TYPE C		200	LF	$1,000.00
500	-	3101	CLASS A CONCRETE		5	CY	$3,750.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		3	EA	$2,250.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		8	EA	$8,160.00
670	-	1060	WATER MAIN, 6 IN, DIP	6"	100	LF	$16,500.00
670	-	1080	WATER MAIN, 8 IN, DIP	8"	100	LF	$18,000.00
670	-	1500	CUT & PLUG OR REMOVE EXISTING WATER MAIN		2	EA	$4,000.00
670	-	1900	INLINE PLUG	If Necesarry	1	EA	$1,500.00
670	-	2500	INSERT VALVE (8" TO 12" DIA)	If Necesarry	1	EA	$23,309.00
670	-	2080	GATE VALVE, 8 IN	8"	1	EA	$2,220.00
670	-	2002	VALVE MARKER REMOVE		4	EA	$1,084.00
670	-	3087	TAPPING SLEEVE & VALVE ASSEMBLY	6 IN x 6 IN For FH	2	EA	$21,142.00
670	-	4000	FIRE HYDRANT	W/6" GV	4	EA	$33,940.00
669	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF	$5,050.00
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF	$5,650.00
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	20	LF	$3,320.00
670	-	9710	RELOCATE EXITING FIRE HYDRANT	If Necesarry	1	EA	$2,938.00
670	-	9720	RELOCATE EXITING WATER VALVE, INC BOX	If Necesarry	1	EA	$1,085.00
670	-	9730	RELOCATE EXITING WATER METER, INC BOX		1	EA	$1,830.00
670	-	9920	REMOVE EXIST FIRE HYDRANT		3	EA	$1,950.00
668		3300	SAN SEWER MANHOLE, TYPE 1		2	EA	$30,000.00
611	-	8050	ADJUST MH TO GRADE		5	EA	$6,725.00
670	-	9737	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND BYPASS.		2	EA	$84,640.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.				**$280,043.00**
			Task Allowance: (As designated by Fulton County Project Manager)		20%		$56,008.60
			TOTAL COST				**$336,051.60**
			Note: No extra payment for traffic control & grading, it will be covered by pipe installation cost				

CITY OF MILTON GEORGIA

FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Diana Wheeler, Interim Community Development Director
DATE: Submitted on September 9, 2024 for the September 16, 2024, Regular City Council Meeting

Signed by: Diana Wheeler 3C30A325FBE844C...

AGENDA ITEM: Approval of a Services Agreement between the City of Milton and United Rentals (North America), Inc. DBA Reliable Onsite Services for Crabapple Fest 2024

DEPARTMENT RECOMMENDATION

Staff recommends approval.

DISCUSSION

The City of Milton has requested quotes for onsite restroom trailer services for the annual Crabapple Fest festival and has selected United Rentals dba Reliable Onsite Services.

The items provided include a standard 10 station restroom trailer, a 9 station ADA restroom trailer, and water supply, staffing/attendants needed, and all delivery and set up fees associated with the rental of this equipment.

The restrooms will be available from 8 am until 6 pm in order to be accessible to vendors on-site during set up and break down.

These onsite restroom trailers are needed to supplement the public restroom facilities located at Community Place and needed to support a festival of this size and magnitude. This document outlines the expectations and deliverables of that partnership.

PROCUREMENT SUMMARY

Purchasing method used: 3 Written Quotes ($5,000-$49,999)
Account Number: 201-1571-521200002
Requisition Total: $8,213.00

REVIEW & APPROVALS

DocuSigned by: 45755D597160487...

Financial Review: Karen Ellis, Finance Director – September 9, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 6, 2024
Concurrent Review: Steven Krokoff, City Manager –
Attachments:

DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

MILTON
ESTABLISHED 2006

SERVICES AGREEMENT

Rental: Restroom Trailers – Crabapple Fest 2024

This Services Agreement (the "Agreement") is made and entered into this ___ day of ____, 20__ (the "Effective Date"), 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 Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the "City"), and **UNITED RENTALS (NORTH AMERICA), INC. dba RELIABLE ONSITE SERVICES**, a foreign corporation, having its principal place of business at 100 First Stamford Place, Ste 700, Stamford, CT 06902 (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the City desires to retain a contractor to perform certain maintenance services for the completion of a Project (defined below); and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below).

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 hereto do mutually agree as follows:

Section 1. **Contract Documents:** This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

A. Scope of Work, attached hereto as **"Exhibit A"**;
B. Insurance Certificate, attached hereto as **"Exhibit B"**;
C. Contractor Affidavit, attached hereto as **"Exhibit C"**;
D. Subcontractor Affidavit, attached hereto as **"Exhibit D"**; and
E. City of Milton Code of Ethics (codified in the official Code of the City of Milton) incorporated herein by reference

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. **The Work:** A general description of the Project is as follows: provide rental services for one standard and one ADA compliant restroom trailer for Crabapple Fest 2024 in Milton, Georgia 30004 (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **"Exhibit A"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 3. **Contract Term; Termination:** 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. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written "Notice to Proceed" issued by the City and shall fully complete the Work and dismantle all restroom stations by 9:00 pm on October 5, 2024. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the City for Contractor's breach of this Agreement, the City shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 4. **Work Changes:** Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 5. **Compensation and Method of Payment:** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT THOUSAND, TWO HUNDRED THIRTEEN AND 00/100 DOLLARS ($8,213.00)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a flat fee, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. 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 industry, Contractor will give written notice thereof immediately to the City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the City's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoice shall be submitted upon completion of the Work, and such invoice shall reflect costs incurred versus costs budgeted.

Section 6. **Covenants of Contractor:**

A. 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 services required by this Agreement. Contractor and the 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. The Contractor and the 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-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

B. Expertise of Contractor; City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

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

D. Contractor's Representative; Meetings. Joshua Garmon [INSERT NAME] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to City.

E. 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. The 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 and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the City the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. Inasmuch as the City and the 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. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the 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. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

F. 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 the City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, 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 a willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such 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. 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.

G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Contractor shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Contractor's Work and that the City and its officials, employees or agents are named as additional insureds.

H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the City.

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits "C" and "D"** (affidavits to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its 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) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **"Exhibit C",** and submitted such affidavit to City or provided the City with evidence that it is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) 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 the Contractor contracts with any subcontractor(s) in connection with the covered contract, the 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 D",** 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 licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt. The 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.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [CHECK ONE]

__X__ 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, the 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.

J. Confidentiality. Contractor acknowledges that it may receive confidential information of the 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.

K. Licenses, Certifications and Permits. Contractor covenants and declares that it has obtained and will maintain all diplomas, certificates, licenses, permits, or the like required of the 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. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary or customarily secured for proper execution and completion of the Work.

L. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of its 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.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work pro materials, including those in electronic form, prepared or in the process of being prepared for the Work ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials in the form prescribed by the City. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

O. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 7. Final Project Documents; Warranty: Prior to final payment, Contractor shall deliver to City copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the operation of the Work that is not otherwise in the possession of the City. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the City.

Section 8. Miscellaneous:

A. Complete Agreement; Counterparts; Third Party Rights. This Agreement, including all of the Contract Documents, 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. 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.

B. Governing Law; Business License; Proper Execution. 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. 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. During the Term of this Agreement, Contractor shall maintain a business license with the City, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*).

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreem writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar 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 addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor represents that it has given the City written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor. 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 Contract Documents 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. 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 invalid.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:
UNITED RENTALS (NORTH AMERICA), INC. dba RELIABLE ONSITE SERVICES

By: _____

Its: [CIRCLE ONE]
President/Vice President/Corporation)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

_____

By: Deli Gross

Its: Corporate Secretary
((Assistant) Corporate Secretary if corporation)

United Rentals (North America), Inc. ("URNA") is a Delaware corporation. Under Delaware law, 8 Del. C. §122 (3), a corporation shall have the power to have a corporate seal, but is not required to do so. While URNA has a corporate seal, we are unable to affix it to your document at this time.

CITY OF MILTON, GEORGIA

Signature: _____
Peyton Jamison, Mayor

Attest:_____

By: _____
Its: City Clerk

[CITY SEAL]

Approved as to form:

Signed by:
Jennifer McCall 9/11/2024
8433E81E7AF148A...
City Attorney Date

“EXHIBIT A”

United Rentals
DBA Reliable Onsite Services
BRANCH D74
1111 SHALLOWFORD RD
MARIETTA GA 30066-1003
404-282-8575

RENTAL RESERVATI
2337561?3

Job Site

CRABAPPLE FESTIVAL
12685 CRABAPPLE RD
ALPHARETTA GA 30004-6339

Office: 678-242-2500

Customer #	: 1420447
Reserved Date	: 05/12/24
Scheduled Out	: 10/04/24 05:00 PM
Estimated In	: 10/05/24 05:00 PM
UR Job Loc	: 12685 CRABAPPLE RD,
UR Job #	: 5
Customer Job ID:	
P.O. #	: TBD
Ordered By	: GREG CARTER
Written By	: ANTHONY TUTTLE
Salesperson	: ANTHONY TUTTLE

CITY OF MILTON
13000 DEERFIELD PKWY STE 107F
MILTON GA 30004-5026

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	6002010	EVNT RESTROOM TRLR- 10 STATION PRE-FILL WITH WATER		2,673.00	2,673.00	7,911.00	2,673.00
1	6002159	ADA RESTROOM TRLR- 9 STATION PRE-FILL WITH WATER		2,950.00	2,950.00	11,770.00	2,950.00
2	075/2075	SERVICE - FRESH WATER 1X WEEKLY 2 PRE-FILLED WATER TANKS FOR BACKUP OF EACH RESTROOM TRAILER		345.57	345.57	345.57	691.14

Rental Subtotal: 6,314.14

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
10	ASSEMBLY/DISMANTLE LABOR ONSITE ATTENDANT FROM 8AM TO 6PM	[AD LABOR/MCI]	100.000	EACH	1,000.00
1	DELIVERY CHARGE		449.430	EACH	449.43
1	PICKUP CHARGE		449.430	EACH	449.43

Sales/Misc Subtotal: 1,898.86

Agreement Subtotal: 8,213.00
Estimated Total: 8,213.00

COMMENTS/NOTES:

CONTACT: GREG CARTER
CELL#: 770-656-8083
LOAD IN 10/5 BETWEEN 2-4PM
LOAD OUT 10/6 AFTER 8PM
1 ATTENDANT FROM 8AM-6PM

THIS EQUIPMENT WILL BE SCHEDULED FOR AUTOMATIC PICKUP EFFECTIVE 10/05/24 @ 17:00 PM.
PLEASE CALL (404-282-8575) TO MAKE ANY CHANGES OR TO CANCEL REQUEST

SOURCEWELL BASED CONTRACT 062320 URI

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

“EXHIBIT B”

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/30/2024

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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Property & Casualty Insurance Co.	20699
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Zurich American Ins Co	16535
INSURER D:	Indemnity Insurance Co of North America	43575
INSURER E:	ACE Fire Underwriters Insurance Co.	20702
INSURER F:		

INSURED
United Rentals (North America), Inc.
United Rentals, Inc. & Subsidiaries
100 First Stamford Place, Suite 700
Stamford CT 06902 USA

COVERAGES **CERTIFICATE NUMBER:** 570107939829 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X $2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG47355813 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 Excluded $3,000,000 $6,000,000 $6,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H1076337A	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			XEUG27905997009 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLRC54508207 AOS WLRC54508268 AZ CA MA	10/01/2023 10/01/2023	10/01/2024 10/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
B	Excess Workers Compensation			WCUC54508384 WA SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and Additional Insured includes: City of Milton Georgia. RE: Restroom Trailer Rental - Crabapple Fest 2024. ADDITIONAL INFORMATION ATTACHED.

CERTIFICATE HOLDER

City of Milton Georgia
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

Aon Risk Services Northeast, Inc.

Holder Identifier : A

Certificate No : 570107939829

©1988-2015 ACORD CORPORATION. All rights reserv

AGENCY CUSTOMER ID: 570000086099
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	United Rentals (North America), Inc.
POLICY NUMBER See Certificate Number: 570107939829	
CARRIER See Certificate Number: 570107939829 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A		SCFC54508426 WI	10/01/2023	10/01/2024		
	OTHER							
C	Miscellaneous Liability Coverages			NSL113828201 TX Non-Subscriber SIR applies per policy terms & conditions	10/01/2023	10/01/2024	CSL/TOT/IND/OCC	$5,000,000

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		United Rentals (North America), Inc.
POLICY NUMBER		
See Certificate Number: 570107939829		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570107939829		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CERTIFICATE CONTINUATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS CONT.

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE EMPLOYERS LIABILITY POLICY FOR KENTUCKY, MISSOURI, NEW HAMPSHIRE, & NEW JERSEY. GENERAL LIABILITY AND AUTO LIABILITY EVIDENCED HEREIN IS PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY'S PROVISIONS.

CONTRACTUAL LIABILITY, BROAD FORM PROPERTY DAMAGE COVERAGE, INDEPENDENT CONTRACTORS COVERAGE IS PROVIDED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY POLICY.

THERE IS NO SPECIFIC "XCU" EXCLUSIONS AND COVERAGE IN ACCORDANCE WITH POLICY'S GENERAL LIABILITY TERMS AND CONDITIONS.

GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENT FORMS IN ACCORDANCE WITH THE POLICY PROVISIONS:
ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

ALL OTHER STATES (AOS) INCLUDES: ITEM 3 A . WORKERS' COMPENSATION INSURANCE:
PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE: AK, AL, AR, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WV.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		United Rentals (North America), Inc.
POLICY NUMBER		
See Certificate Number: 570107939829		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570107939829		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CERTIFICATE CONTINUATION

SHOULD THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AOS WORKERS COMPENSATION/EMPLOYERS LIABILITY, AND/OR ARIZONA, CALIFORNIA, MASSACHUSETTS WORKERS COMPENSATION/EMPLOYERS LIABILITY POLICY(IES) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

Named Insured			Endorsement Number
United Rentals, Inc.			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 to 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Excess Commercial General Liability Policy

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____

Authorized Representative

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured			Endorsement Number
United Rentals, Inc.			9
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 to 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any party, not otherwise specifically named on an Additional Insured endorsement, with whom the Named Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the Director of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
United Rentals, Inc.			8
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 to 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any party, not otherwise specifically named on an Additional Insured endorsement, with whom the Named Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the Director of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

Copyright, Insurance Services Office, Inc., 2012

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____

Authorized Representative

Copyright, Insurance Services Office, Inc., 2012

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
United Rentals, Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 to 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

_____

Authorized Representative

©Chubb. 2016. All rights reserved.

CHUBB

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
United Rentals, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 to 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

_____
Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
United Rentals, Inc.			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1076337A	10/01/2023 TO 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any organization whom you have agreed, via writing from your Director of Risk Management, or under written contract, to include as an additional insured provided such written agreement or contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
United Rentals, Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1076337A	10/01/2023 TO 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
All persons or entities added as additional insureds through an endorsement with the term “Additional Insured” in the title	DA 9U74c

(If no information is filled in, the schedule shall read: “All persons or entities added as additional insureds through an endorsement with the term “Additional Insured” in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the “Additional Insured”) for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured United Rentals, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H1076337A	Policy Period 10/01/2023 TO 10/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

_____
Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured **UNITED RENTALS, INC.** **100 FIRST STAMFORD PLACE, SUITE 700** **STAMFORD CT 06902**	Endorsement Number Policy Number Symbol: **WLR** Number: **C54508207**
Policy Period **10-01-2023 TO 10-01-2024**	Effective Date of Endorsement **10-01-2023**
Issued By (Name of Insurance Company) **INDEMNITY INS. CO. OF NORTH AMERICA**	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

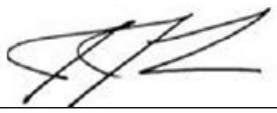
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

 Copyright 1982-83, National Council on Compensation

Workers' Compensation and Employers' Liability Policy

Named Insured **UNITED RENTALS, INC.** **100 FIRST STAMFORD PLACE, SUITE 700** **STAMFORD CT 06902**	Endorsement Number
	Policy Number Symbol: **WLR** Number: **C54508268**
Policy Period **10-01-2023 TO 10-01-2024**	Effective Date of Endorsement **10-01-2023**
Issued By (Name of Insurance Company) **ACE AMERICAN INSURANCE COMPANY**	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

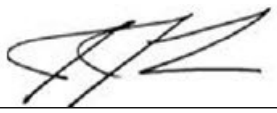
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

 Copyright 1982-83, National Council on Compensation

G. Omnibus Reconciliation Act - Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 U.S.C. Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

H. Other Insurance

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

I. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

J. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

K. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

L. Unintentional Errors and Omissions

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

© ACE AMERICAN INSURANCE COMPANY

Workers' Compensation and Employers' Liability Policy

Named Insured **UNITED RENTALS, INC.** **100 FIRST STAMFORD PLACE, SUITE 700** **STAMFORD, CT 06902**	Endorsement Number
	Policy Number Symbol: **SCF** Number: **C54508426**
Policy Period **10-01-2023 TO 10-01-2024**	Effective Date of Endorsement **10-01-2023**
Issued By (Name of Insurance Company) **ACE FIRE UNDERWRITERS INS CO**	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

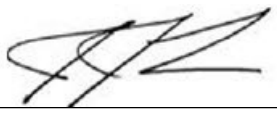
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

 Copyright 1982-83, National Council on Compensation

Blanket Waiver of Subrogation Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Zurich Employer Work Injury Liability Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy:

I. Section VIII. Conditions is modified as follows:

A. Paragraph F. Subrogation Recovery from Others is replaced with:

We waive any right of recovery we may have against the person or organization because of payments we make for **Accidental Bodily Injury**, **Occupational Disease** or **Cumulative Trauma** arising out of **Your Work** done under a written contract with that person or organization.

Effective Date: 10/01/2023 Attached to and forming a part of Policy No. NSL 1138282-01

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured			Endorsement Number
United Rentals, Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G47355813	10/01/2023 TO 10/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

CHUBB®

NOTICE TO POLICYHOLDERS

NOTICE TO OTHERS – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. The provisions of this notice do not apply in the event that you cancel the Policy.

Workers' Compensation and Employers' Liability Policy

Named Insured **UNITED RENTALS, INC.** **100 FIRST STAMFORD PLACE, SUITE 700** **STAMFORD CT 06902**	Endorsement Number Policy Number Symbol: **WLR** Number: **C54508207**
Policy Period **10-01-2023 TO 10-01-2024**	Effective Date of Endorsement **10-01-2023**
Issued By (Name of Insurance Company) **INDEMNITY INS. CO. OF NORTH AMERICA**	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

"EXHIBIT C"

CONTRACTOR AFFIDAVIT AND AGREEMENT
under O.C.G.A. § 13-10-91(b)(1)

STATE OF GA
COUNTY OF FULTON

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:

234401
Federal Work Authorization User Identification Number

7.30.2009
Date of Authorization

United Rentals (North America), Inc. dba Reliable Onsite Services
Name of Contractor

Rental: Restroom Trailers – Crabapple Fest 2024
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 9 11 2024 in MARIETTA (city) GA (state).

Signature of Authorized Officer or Agent

JOSH GARNER
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 DAY OF Sept, 2024.

NOTARY PUBLIC

My Commission Expires: 04/25/28

WENETE NOTARY PUBLIC COBB COUNTY, GA EXP APRIL 25, 2028

"EXHIBIT D"

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
under O.C.G.A. § 13-10-91(b)(3)

STATE OF _____
COUNTY OF _____

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 United Rentals (North America), Inc. dba Reliable Onsite 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 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

Rental: Restroom Trailers – Crabapple Fest 2024
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

My Commission Expires:

_____

MILTON
ESTABLISHED 2006

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks & Recreation Director
Signed by: Tom McKlveen D29D4A00CBC8478...
DATE: Submitted on August 27, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Approval of a Recreation Provider Agreement Between the City of Milton and YTT Collective, LLC to Provide Yoga Classes

Executive Summary:
Kim Saunders, is a yoga instructor in the area, offers yoga classes throughout the years in the area. This Yoga program will have many health benefits, that improve the quality of life for those who participate. All classes will take place at the Milton City Park and Preserve Community Center, Community Place, Bethwell Community Center, and various City of Milton Parks.

This would be a new provider and the Parks and Recreation Advisory Board unanimously recommended approval of the agreement with YTT Collective (Kim Saunders) in the May 16, 2024 meeting for 2024/2025.

Funding and Fiscal Impact:
The pricing will vary based upon the program offering. This contract offers a 15% commission on registration to the City.

Alternatives:
If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

Legal Review:
Jennifer McCall – Jarrard & Davis, August 21, 2024
Concurrent Review:
Steven Krokoff, City Manager
DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

Attachment(s):
City of Milton Parks & Recreation Department Recreation Provider Agreement.

MILTON
PARKS AND RECREATION

2024

CITY OF MILTON

PARKS & RECREATION DEPARTMENT

RECREATION PROVIDER AGREEMENT

Yoga with Kim Saunders

TABLE OF CONTENTS PAGE

Department Mission and Philosophy	3
Requirements for Recreation Providers	5
Association Requirements	20
Recreation Provider Agreement	26
Exhibit "A" Scope of Work	27
Exhibit "B" Criminal History Request Form	28
Exhibit "C" City and Park Ordinances & Regulations	29
Exhibit "D" Federal Work Authorization Form - Contractor	33
Exhibit "E" Federal Work Authorization Form - Subcontractor	34
Exhibit "F" Coaching/Instructor Certification	35
Exhibit "G" Accident/Incident Report Form	36

DEFINITIONS

ASSOCIATION: A volunteer-run organization permitted by the City of Milton to implement a formal recreation program on City property.

CITY: The City of Milton unless otherwise specified.

DEPARTMENT: The City of Milton Parks and Recreation Department.

OCGA: Official Code of Georgia Annotated.

PRAB: Parks and Recreation Advisory Board of the City of Milton.

PROVIDER: Any organization, business, or Association that delivers recreational services and programming in the City of Milton.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
MISSION AND VISION

Mission

The Milton Parks & Rec Department is committed to providing quality parks and facilities along with traditional and innovative recreational programs for its residents. We strive to promote healthy lifestyles to support the best quality of life in Milton.

Vision

The Milton Parks and Recreation Department will develop and maintain premier parks for active, passive, and mixed use. We will develop trails that will link key locations within the City of Milton and with other cities. We will offer high quality programs for people of all ages and abilities. The primary focus will be on recreation level activities with limited opportunities for advanced levels of play.

Core Values

Respect, Excellence, Integrity, Responsiveness, Collaboration, Knowledge, Bold Leadership, Recreation, Inclusiveness, Health

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Parks & Recreation Manager		
Tom McKlveen	678-242-2519	tom.mcklveen@miltonga.gov
Community Outreach Manager		
Emily Salerno	678-242-2533	emily.salerno@miltonga.gov
Parks & Recreation Program Supervisor		
Thomas Rhodes	678-242-2610	thomas.rhodes@miltonga.gov
Outdoor Recreation Supervisor		
Jen Young	678-242-2575	jen.young@miltonga.gov
Parks & Recreation Coordinator		
Matthew Graney	678-242-2489	matthew.graney@miltonga.gov
Parks & Recreation Specialist		
Micaela Burke	678-242-2544	micaela.burke@miltonga.gov

THIS IS AN AGREEMENT, made this ____ day of _____, 202_, between:

THE CITY OF MILTON, a municipal corporation organized and operating under the laws of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council, and with a business address of 2006 Heritage Walk, Milton, Georgia 30004, hereinafter referred to as the "CITY."

and

YTT Collective, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

PROVIDER NAME: Kim Saunders dba YTT Collective, LLC

ADDRESS: 830 Freemanwood Ln

CITY/STATE/ZIP: Milton, GA 30004

PHONE: 404-906-8233

WEBSITE: theliftyouneed.com / YTTCollective.com

EMAIL: kimuplift@gmail.com

CITY: City of Milton
Parks and Recreation Department
Attn: Parks and Recreation Manager
2006 Heritage Walk
Milton, GA 30004
678-242-2519
www.miltonga.us
Tom.McKlveen@miltonga.gov

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

REQUIREMENTS FOR RECREATION PROVIDERS

ARTICLE 1.0
PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as Yoga Classes at the following locations:
Friendship Park, Milton Community Center, Broadwell Pavilion, and Community Place.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The parties from time-to-time may update the program details (*i.e.*, program goals, specific dates, and scope of new services, and other services) related to the services hereunder via an attached Addendum/Exhibit hereto. If this Agreement is renewed for another year, any updates to the program details shall be provided to the City no later than January 15th of the renewal term, and if agreed to by the City, the same will be attached hereto as an **Exhibit "A."** Any other Exhibits deemed necessary by the Department shall also be provided to the City no later than January 15th of the renewal term.

1.3 The CITY has designated the Director/Manager of Parks & Recreation or his/her designee for the CITY as its contact person, coordinator, and liaison person with the PROVIDER in the execution of the terms of this agreement. The PROVIDER and The Director of the Parks & Recreation Department (hereinafter referred to as the "Department") or his designee, will coordinate the program schedule, which will be approved by Department Director, or his designee, at its sole discretion. Proposed program schedules shall be provided to the Department at least thirty (30) days prior to the start of the activity.

1.4 All registration fees shall be fair and equitable to all participants. (Execution of this Agreement by the CITY shall act as a finding that the fees proposed in **Exhibit "A"** are fair and equitable; any fees not described in **Exhibit "A"** shall be determined fair and equitable in the reasonable discretion of the Department Director or his designee). The fees charged to each participant will be as described in **Exhibit "A"** for residents of MILTON, and a surcharge of 50% more will be charged to each participant who is not a resident of MILTON, up to a cap of $90.00. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Associations are required to provide desired registration dates to the Department in time for inclusion in the City website and promotional activity. The City utilizes universal registration dates for each season. Registration periods that do not align with the City's dates must be approved by the Department. The City provides a link to Association

websites at www.cityofmiltonga.us. Associations must notify City of any web address changes.

1.5 The PROVIDER can make available a reasonable number of scholarships for participants requiring assistance. Scholarships offered to residents of the City of Milton will result in no payment of commission on the registration to the City of Milton. Scholarships offered to participants who are not residents of the City of Milton will result in no payment of commission on the registration to the City of Milton, however, the PROVIDER is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. The PROVIDER is responsible for identifying participants who have received a scholarship from the PROVIDER.

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops. Sponsor and team banners are allowed to be displayed at the park on the day of an event only. They must be mounted in a way that does not damage the city property and they must be removed at the end of the day. Banners must not contain any language or images that would be considered offensive or inappropriate around children.

1.10 The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the CITY. The PROVIDER shall not promote any privately-owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately-owned business. The PROVIDER may not use said facilities to conduct personal business, including but not limited to workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **Exhibit "A".** It is further understood that such improper/prohibited

action(s) may result in immediate termination of this Agreement and the forfeiture of all compensation due or authorized for payment to the PROVIDER.

1.11 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the FULTON COUNTY BOARD OF EDUCATION as promulgated from time to time. ***PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement.***

1.12 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.13 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.14 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules, or regulations applicable to the use of the facility.

1.15 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations, ordinances and procedures **(Exhibit "C")**, as well as those of the FULTON COUNTY BOARD OF EDUCATION (if operating on Board of Education property), and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.16 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.17 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a background release form **(Exhibit "B")**, which must be completed and executed by and for all of the provider's counselors, coaches, volunteers, subcontractors, employees, or any other individuals that will come in contact with a child, and background checks will be completed at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction, such form authorizing the CITY to conduct a search of each such individual's criminal background. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.*

1.18 It is the responsibility of the PROVIDER to ensure that 100% of their coaches, instructors, and volunteers complete all legally mandated reporter training programs before being permitted to volunteer, coach, or instruct.

1.19 The CITY may require all participants in all programs to sign a Waiver and Release of Liability.

1.20 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.21 The PROVIDER shall not sublet any CITY facilities to any entity.

1.22 The PROVIDER agrees that it will provide the CITY with a database in an Excel format of the email addresses of the families of all of the participants in the program. This database will be used for the purpose of the CITY conducting an end of season quality survey. The CITY will share the results with the PROVIDER. The PROVIDER must maintain a favorable quality rating in 75% of the survey responses. Failure to achieve the desired quality ratings will result in an administrative review of the program and PROVIDER.

1.23 The PROVIDER agrees to continually strive to grow the program(s) it is operating. For the facilities provided, the ideal number of participants is identified in the PROVIDER's scope of work **(Exhibit "A").** PROVIDER shall strive to grow to the ideal capacity and maintain that level of participation. Failure to reach the ideal capacity or a decline in the registration will result in an administrative review of the program and PROVIDER.

1.24 The PROVIDER is permitted multiple advanced level (non-recreation level) teams provided that no advanced level team displaces a single recreation-level participant or team and the advanced level teams must be made up of at least 50% City of Milton residents. Tryouts must be open to all, advertised in the appropriate media for the sport involved. Rosters for advance level teams must be submitted to the Department to verify the 50% Milton residency requirement prior to the formation of any advanced level team.

Open, advertised tryouts must be held prior to advanced level team formation. Players are not guaranteed positions on any teams prior to the first tryout date.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use CITY facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through Milton's program through the remainder of the season. Any players added late to a roster must keep the team's residency above the required percentage. If a resident leaves a team mid-season, dropping the residency below the required percentage, only residents can be added to the roster until the residency is at or above 50%.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

1.25 The PROVIDER shall provide sport-appropriate certification and training to all paid and volunteer coaches. Additional certification requirements may be described in the Coaching/Instructor Certification **(Exhibit "F").** In addition, it is the responsibility of the PROVIDER to ensure that all of their program instructors, coaches, volunteer and professional, head coaches and assistants, complete the following basic training programs and background check requirements before being permitted to coach a team. PROVIDER must provide documentation of such training to the CITY upon request.

- Background Check
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Training
- Weather Policies and Procedures
- Heat and Hydration Guidelines
- Cold Weather Policy

1.26 The Provider shall agree to the Field Playability, Weather Policies and Procedures, Heat and Hydration Guidelines and Cold Weather Policy below.

Field Playability
The Department will determine if fields are playable. Programs will be notified as early as possible if the fields are not playable. Programs are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the City's normal business hours, the Program is responsible for determining field playability. Programs are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost. The CITY shall maintain an online weather hotline at the link below to help communicate the status of the fields.

https://www.cityofmiltonga.us/government/parks-rec/athletic-field-status

Bell Memorial Park
For the safety of all, the City of Milton uses a lightning detection system located on the roof of the maintenance building (beyond center field of field 5) to determine the safety of play in potentially severe weather at Bell Memorial Park. When lightning is detected, the system will turn on a strobe light and sound a single long note on the siren. This is the signal to clear all fields, the dugouts, the bleachers and the playground and get to safety. When the system detects that the conditions have improved to a safe level, the strobe light will be turned off and there will be three short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

Fulton County School Fields
Upon visual or audible evidence of lightning or thunder, all participants are required to clear the field and seek shelter in a building or vehicle. Play will not be permitted until there is no visual or audible indication of thunder or lightning for a continuous 30 minutes. Every indication of thunder or lightning restarts the clock.

Cox Road Athletic Complex
For the safety of all, the City of Milton uses a lightning detection system located on the roof of the maintenance building (next to Field 1) to determine the safety of play in potentially severe weather at the Cox Road Athletic Complex. When lightning is detected, the system will turn on a strobe light and sound a single long note on the siren. This is the signal to clear all fields and get to safety. When the system detects that the conditions have improved to a safe level, the strobe light will be turned off and there will be three short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

Heat & Hydration Guidelines
PROVIDERs that do not have their own established Hydration and Heat Guidelines must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be cancelled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees.

Cold Weather Policy
PROVIDERs that do not have their own established Cold Weather Policy must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Milton, GA temperature according to www.weather.com is forecasted to be 38 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 32 degrees or below, it is mandatory the event be cancelled.

Milton Parks and Recreation Department cancels and/or postpones all youth programs and activities whenever Fulton County Schools are closed for inclement weather. Programs shall follow this procedure.

1.27 The PROVIDER is responsible to select qualified coaches for their program. Each program shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

1.28 The PROVIDER shall be a business or 501c3 that is properly registered with the Secretary of State's office and have a business license issued by the local governing body.

1.29 The PROVIDER shall communicate to the Milton Parks and Recreation Advisory Board (PRAB) liaison(s) and Department liaison(s) any and all substantial changes in their program. Each PROVIDER will have a CITY employee liaison and a PRAB liaison. The Department Head will appoint the employee liaison to the organization. The Chairman of the PRAB will appoint the PRAB liaison(s) to the organization on an annual basis. Liaisons must be invited to PROVIDER meetings but will not be voting members of the organization.

Each PROVIDER shall communicate to the PRAB liaison(s) and Department liaison(s) any and all substantial changes in their program.

For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the provider which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of the overall program content (i.e. cheerleading, flag football, fast pitch softball, all stars, select, summer or winter league play, etc.)
- Provider by-laws (if applicable)
- Organization structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

PROVIDERS shall notify liaisons as soon as the idea for a substantial change is included on a PROVDER meeting agenda. Upon notification by the PROVIDER, the PRAB and/or employee liaison shall communicate the information to the Department Head or his/her designee. Before any action shall be taken by the PROVIDER to implement the substantial change, the PROVIDER may be required to prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the PROVIDER, the citizens of Milton, and the CITY; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department Head to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

Any proposed fee change must be submitted in writing to the Department a minimum of sixty (60) days prior to the planned implementation.

The Department shall determine the level of approval needed for the PROVIDER to implement the substantial change. The approval levels are noted as follows:

a. PROVIDER and organization members only

b. Department Head or his/her designee
c. Milton Parks and Recreation Advisory Board
d. Milton Mayor and City Council

1.30 Records of the PROVIDER or any members of the PROVIDER, that are prepared and maintained or received by the PROVIDER or any of its members in the course of providing services on behalf of Milton, are "public records" under the Open Records Act. Therefore, such records are subject to production if a request for such records is made under the Open Records Act. In the event that an Open Records Act request is delivered to the City of Milton for PROVIDER records pertaining to the service being provided on behalf of Milton, the City of Milton will require, and the PROVIDER agrees to provide, timely assistance in responding to such request. Upon receiving an Open Records Act request for PROVIDER records, the City of Milton will promptly forward the request to the PROVIDER. All responsive documents shall be provided to the CITY by the PROVIDER within 24 hours of the CITY's notification; or, if the records cannot be assembled that quickly, then within 24 hours the PROVIDER will identify what records are responsive and provide the City of Milton with a list of such records and a timeline for when the requested documents will be assembled and provided. Delivery of the Open Records Act request from the CITY to the PROVIDER may be delivered via email, or phone call. All Open Records request responses shall be emailed to the Director of Parks & Recreation or his designee (if specified in the communication relaying the request).

ARTICLE 2.0
Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. Any equipment provided by the CITY must first be agreed upon in writing between the PROVIDER and CITY. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws. PROVIDER shall coordinate storage of equipment with the principal of the school located at the facility, if applicable.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs, with the exception of fundraising activities, in which other appropriate items such as gifts and food/drink may be sold. Fundraising activities conducted by the PROVIDER will be permitted. The PROVIDER shall obtain the CITY's approval of any fundraising activities and sale of merchandise prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement. If agreed upon, sharing storage space with another PROVIDER is expected. Any storage building or room is not the property of the PROVIDER. Each PROVIDER is expected to work together in their shared space, keep the facility neat and clean, and keep the facility secured. Failure to do so may result in expulsion from the storage facility.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity, and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled, and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

2.6 On all of the fields at Bell Memorial Park, blue tooth interfaces to the scoreboards have been installed. There is an app available to interface with the blue tooth device which eliminates the need for the external scoreboard controllers. Go to www.singlescore.com for the app.

Scoreboard control boxes may still be used under the following guidelines:

a. The PROVIDER must acknowledge use and responsibility of all scoreboard controllers prior to the start of the season;
b. Scoreboard controllers that are damaged, lost or destroyed must be immediately reported to the Department;
c. A minimum of thirty (30) days should be expected for all repairs;
d. The PROVIDER shall be responsible for the cost of repairs or replacement of any lost or damaged scoreboard controllers;
e. Scoreboard controllers must be stored at the park in the storage room;
f. Scoreboard controllers are mated to specific scoreboards and must remain with their respective mate; and
g. The PROVIDER must turn all scoreboards off each evening at the conclusion of activities and assure that scoreboard controllers are properly secured in the storage closet.

ARTICLE 3.0
Compensation and Method of Payment

3.1 In consideration of the CITY authorizing the PROVIDER to furnish the services described herein and to keep a portion of the revenues obtained from furnishing such services (as provided herein), the PROVIDER agrees to furnish the services pursuant to the terms of this Agreement, including but not limited to the releases and indemnities contained herein. Further, the CITY shall be entitled to a commission consisting of **15%** of the registration fees paid by all program participants to the PROVIDER. In consideration for providing the services described herein, the PROVIDER shall be entitled to **85%** of such fees paid, exclusive of the 50% non-resident surcharge described in Section 1.4. The 50% non-resident surcharge (capped at a maximum of $90.00) is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER class supply fees, costs for uniforms and/or pictures to participants.

3.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, to the CITY within 30 days of the close of registration for each program. The list shall be provided in a Microsoft Excel format and shall include each player's name, residential street address, city, zip code, email address, age/program and resident registration rate. All PO Box addresses submitted will be considered non-residents. The Department will use the list to verify the resident status of registered players. The CITY will use the email address list to distribute an end of season Participant Satisfaction survey. CITY shall not use the list to promote Department programs without prior consent of the PROVIDER. The PROVIDER is responsible for identifying participants who have received a scholarship such that they are not included on the CITY registration commission invoice. After the CITY has verified residency of participants, the CITY will issue an invoice to the PROVIDER for registration commissions and non-resident fees payable to the CITY and then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Payments will be made to the CITY within fifteen (15) business days of PROVIDER's receipt of each invoice.

3.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

3.4 PROVIDER is not allowed to require an admission fee or a parking fee to any PROVIDER event. For special tournaments and events, a team registration fee may be collected. The PROVIDER must obtain written approval from the Director of Parks and Recreation prior to the event where a team registration fee will be collected.

3.5 The PROVIDER will adhere to fee policies set by the City, including fees that may not yet be currently established.

ARTICLE 4.0
Independent PROVIDER

4.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

4.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 5.0
Insurance

5.1 CITY shall not have any insurance obligations related to this Agreement, and PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

5.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. The Certificates of Insurance and endorsements for each policy are to be issued 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. Further, the PROVIDER shall provide complete certified copies of current insurance policy(ies) and/or a certified letter from insurance company(ies) if requested by the CITY. These Certificates of Insurance provided shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

5.4 Commercial General Liability insurance must be maintained for comprehensive coverage including for bodily injury and personal injury, sickness, disease and death, and property damage. Exposures to be covered are: premises, operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

$1,000,000	Combined Single Limit – each occurrence
$2,000,000	Combined Single Limit – general aggregate
$1,000,000	Personal Injury

PROVIDER shall have its insurer name the City of MILTON as an additional insured on its General Liability policy.

PROVIDER shall also have its insurer name the FULTON COUNTY BOARD OF EDUCATION as an additional insured on its General Liability policy.

5.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$100,000 each accident
		$500,000 Disease-policy limit
		$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption; provided that CITY may reject such claim, and CITY's acceptance of such claim shall not affect this obligation should claim of exemption be determined inaccurate or false.

5.6 PROVIDER shall also maintain Directors and Officers insurance with limits of at least $500,000.00, in a policy separate from the Commercial General Liability insurance policy. Areas of coverage must include allegations of: wrongful termination; failure to hire or promote; discrimination, including sexual harassment; failure to accommodate

disabilities; and claims alleging mental anguish and emotional distress. Claims-made coverage must cover the preceding six years or the length of time the Program has been operating in the CITY, whichever is less. The policy must include the CITY as an additional insured.

5.7 PROVIDER shall include all subcontractors as insureds under its policies or shall ensure each subcontractor complies with the insurance requirements provided herein, including but not limited to naming the CITY as an additional insured.

ARTICLE 6.0
Term and Termination

6.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated at the close of this four (4) week period, at which time the CITY may terminate this Agreement if the requirements herein have not been met or the CITY is otherwise unsatisfied with the program in its sole discretion.

6.2 The term of this Agreement shall commence upon the later of **January 1, 2024**, or date of execution hereof, and shall remain in effect until December 31, 2024, and shall automatically renew absent written notice of non-renewal from either party, or unless terminated sooner as provided in this Article (provided that the term hereunder may be subject to the automatic termination and automatic renewal provision as set forth below)(the "Term"). To the extent there is any payment obligation on the part of the CITY hereunder, and the Term hereunder continues beyond the calendar year in which this Agreement is executed (*i.e.*, neither party provides notice of non-renewal), 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 CITY on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year of the Term absent CITY's provision of written notice of non-renewal to the PROVIDER at least five (5) calendar days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property (to the extent any transfers under this Agreement) shall remain in PROVIDER until fully paid for by City.

6.3 PROVIDER's violation of any term set forth in this Agreement may result in termination of this Agreement by written notice. This Agreement may also be terminated by the CITY for convenience and at the sole and exclusive discretion of the CITY upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein. This Agreement may be terminated by the CITY immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

6.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

6.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

6.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

6.7 Upon termination or expiration of this Agreement, PROVIDER shall provide payment to the CITY of any commission or surcharge due up to the termination date.

6.8 The rights and remedies of the CITY and PROVIDER provided under this Article 7 are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6.9 The CITY shall have the right to terminate this Agreement upon failure of PROVIDER to perform its obligations to the reasonable satisfaction of CITY. Prior to exercising this right of termination, CITY shall provide PROVIDER with a written notice specifying PROVIDER's failure to perform, and providing PROVIDER with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the CITY, to cure its deficiency. In the event that PROVIDER fails to cure the deficiency, or in the event of any subsequent failure to perform, CITY shall have the right to immediately terminate the Agreement by providing written notice of termination to PROVIDER.

6.10 PROVIDER shall have the right to terminate this Agreement upon failure of CITY to perform its obligations to the reasonable satisfaction of PROVIDER. Prior to exercising this right of termination, PROVIDER shall provide CITY with a written notice specifying CITY's failure to perform, and providing CITY with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the PROVIDER, to cure its deficiency. In the event that CITY fails to cure its deficiency, or in the event of any subsequent failure to perform, PROVIDER shall have the right to immediately terminate the Agreement by providing written notice of termination to CITY.

Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

ARTICLE 7.0
Indemnification

7.1 PROVIDER covenants and agrees to take and assume all responsibility for the services provided in connection with this Agreement. PROVIDER shall defend, indemnify and hold harmless the CITY and the FULTON COUNTY BOARD OF EDUCATION, and the CITY and FULTON COUNTY BOARD OF EDUCATION's trustees, elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "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, paralegal fees, and costs of defense ("Liabilities"),

which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the performance of services described herein, or operations by the PROVIDER (including but not limited to the operations as set forth in Section 1.17 herein), any subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such 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 the PROVIDER, its subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER 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 the PROVIDER or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 8.0
Americans with Disabilities Act; Nondiscrimination

8.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

8.2 PROVIDER's decisions regarding the delivery of services, including participation in any park or program, under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

8.3 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, PROVIDER, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations of the laws cited above, and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

ARTICLE 9.0
Association Requirements (if applicable)

9.1 In order to qualify as a recognized Association and operate on City of Milton property, the Association must adhere to certain minimum legal and organizational requirements as set forth in this Agreement. Each Association must indicate its intent and ability to comply with these requirements by signing this Agreement prior to the operation of any activity on CITY property.

9.2 These requirements are necessary in order to ensure the safety and well-being of all participants. The CITY retains the right to change the requirements of this Agreement at any time, without advance notice, as it deems appropriate, and any such changes will be binding on any signatory to the Agreement. The CITY will endeavor to communicate any changes made to this Agreement to the Association within five (5) business days after the change has been made and approved.

9.3 The signing of the Agreement indicates the Association's assumption of the financial responsibility for its program, as well as the management of the program participants and volunteers. The CITY will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the Agreement. The requirements are as follows:

1 CORPORATE REGISTRATION

Each must be a federally registered 501(c)3 non-profit organization and licensed to operate in the State of Georgia. Proof of the current registration status must be on file with Milton Parks and Recreation Department ("Department").

2 BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Agreement.

3 ELECTION OF OFFICERS

Each Association shall have a Board of Directors ("Board"), which shall be the governing body of the Association for the operation of the affairs of the Association as documented in the bylaws. Each Association Board must be comprised of a majority of Residents upon election or appointment. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least two weeks prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

4 ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Associations must provide copies of meeting minutes from Association membership and Board meetings to Association members and the CITY. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing Board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5 FINANCIAL REPORTS

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the Association at any reasonable time. The CITY assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the CITY, within ten (10) business days following demand thereof, an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit and loss statement, or otherwise provide to the CITY other documentation evidencing that the Association is not insolvent or bankrupt.

6 CAPITAL IMPROVEMENTS

Capital improvements may be suggested by the Association for budgetary consideration. Financial partnerships (50/50) between the Associations and the Department for mutually agreed upon projects are welcomed.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by each party with the same formality and equal dignity herewith.

10.2 This Agreement is not transferable or assignable, and PROVIDER agrees not to delegate, transfer or assign the performance of any services called for in the Agreement without prior express written consent from the CITY. As to any approved subcontractors, the PROVIDER shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the CITY should the CITY be required to incur attorney's fees in enforcing the provisions of this Agreement.
10.5 Time is of the essence of this Agreement.

10.6 The individual executing this Agreement on behalf of PROVIDER agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity and has obtained all necessary approvals to execute and bind PROVIDER to the terms of this Agreement. Accordingly, the CITY and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 Books, records, documents, account ledgers, data bases, and similar materials relating to the services performed under this Agreement ("Records") shall be established and maintained by PROVIDER in accordance with requirements prescribed by the CITY and applicable law. Upon request, the PROVIDER shall furnish to the CITY any and all Records related to matters covered by this Agreement in the form requested by the CITY. The PROVIDER will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

10.9 No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by PROVIDER with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by PROVIDER 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.

10.10 Pursuant to O.C.G.A. § 13-10-91, the CITY shall not enter into a contract for the physical performance of services unless the PROVIDER 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 PROVIDER'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.

The PROVIDER 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. Further, PROVIDER 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 Rule 300-10-1-.02.

In the event the PROVIDER employs or contracts with any subcontractor(s) in connection with the covered contract, the PROVIDER 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. If a subcontractor affidavit is obtained, PROVIDER agrees to provide a completed copy to the CITY within five (5) business days of receipt from any subcontractor.

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

____ 500 or more employees.
____ 100 or more employees.
_✓_ Fewer than 100 employees.

PROVIDER hereby agrees that, in the event PROVIDER 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, the PROVIDER 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.

10.11 PROVIDER represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts, or errors herein. 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 event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

10.12 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, provided that no Party may assign this Agreement without prior written approval of the other Party. This Agreement shall not be assigned or subcontracted in

whole or in part without the prior written consent of the CITY. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.13 This agreement may be executed in counterparts, each of which shall constitute an original.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. 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, and PROVIDER submits to the jurisdiction and venue of such court.

10.15 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 the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

10.16 The PROVIDER acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the PROVIDER under this Agreement were funded by the taxpayers of the CITY and are leased or owned by the CITY, and further due to the fact that the recreation fees generated from the availability of such fields, the PROVIDER is subject to the Open Records and Open Meeting laws of the state of Georgia. The PROVIDER agrees to comply with those laws. To the extent that the PROVIDER is uncertain or needs assistance as to proper compliance with such laws, the CITY may provide assistance and guidance, but not legal advice, regarding same. The PROVIDER further agrees that all books and records of the PROVIDER shall be made available to the City of Milton as and when requested for review or audit.

10.17 Neither the CITY nor PROVIDER 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: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of PROVIDER; (f) delay or failure to act by any governmental or military authority; or (g) 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.

10.18 Hosting of camps and tournaments involving participants from outside the PROVIDER'S own program along with participants in the PROVIDER'S own program is allowed but requires coordination with and written consent of the Department. PROVIDER must seek approval from the CITY to host outside camps and tournaments at the parks at least thirty (30) days prior the proposed event. Field or facility rental fees and staff fees may be applicable for these types of events as determined by the Director or his/her designee. The CITY reserves the right to require liability waivers, proofs of insurance, or other forms of protection from outside participants as a condition of consent to such events.

10.19 The PROVIDER is specifically not permitted to sublet facilities to any individual or organization. The PROVIDER'S Agreement will authorize the PROVIDER'S own use only. The CITY reserves the right to restrict facility use on dates when there are special City/Department events. These dates will be communicated to the PROVIDER no less than thirty (30) days prior to the event.

10.20 The PROVIDER is allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for the PROVIDER to assist the CITY in funding capital projects benefitting the parks and facilities they use. The PROVIDER is not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization or individuals and businesses that compete with contractual obligations of the CITY. Sponsors must be in good taste and appropriate for CITY park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in CITY parks).

Details of how sponsorship opportunities may be implemented shall be discussed with and approved by the Department Director or his/her designee.

10.21 If damage to a field or facility occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions, damage to flooring, etc.) by the PROVIDER, the CITY will require the PROVIDER to pay for any and all costs necessary to repair the damaged area. The use of any form of metal cleats is strictly prohibited on the artificial turf fields.

10.22 PROVIDERs are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes all facilities, playing areas, walkways, restrooms, concession stands, dugouts, etc.

10.23 Nothing within this agreement shall be construed as a waiver of governmental immunity, official immunity, or sovereign immunity by the CITY, its officers, or employees.

10.24 Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department – 678-242-2519 or Tom.McKlveen@miltonga.gov

I hereby acknowledge and understand that the PROVIDER, which I am authorized to represent, will abide by, and comply with the terms and conditions set forth in this Recreation Provider Agreement as well as all of the applicable policies, procedures, guidelines, and rules of the CITY. I understand that failure of the PROVIDER or any of its members to comply with any applicable requirement may result in termination of this Agreement with the CITY.

PROVIDER:

By: Kim Saunders
[Member/Manager (LLC)]

Name: Kim Saunders
(Typed or Printed)

Date: 8/23/24

Attest:
PROVIDER Secretary [if Corporation]

Name: Stuart Saunders
(Typed or Printed)

Date: 8/25/24

[AFFIX CORPORATE SEAL]

CITY:

By:

Steven Krokoff, City Manager

Date: 08/28/2024

By:

Tammy Lowit, City Clerk

Date:

[CITY SEAL]

Approved as to form:

Jennifer McCall
City Attorney

Date:

RATIFIED BY COUNCIL

By:
Peyton Jamison, Mayor

EXHIBIT "A"

[INSERT SCOPE OF WORK (INCLUDING BUT NOT LIMITED TO FEES, SCHEDULE INFORMATION, AND MINIMUM NUMBER OF PARTICIPANTS)]

- Description of each program or class offered
  - Detailed description of the class or program
  - Minimum/maximum number of participants
  - Cost
  - Number and duration of the season or class schedule (ex: once per week for eight weeks)
  - Ages offered

For Spring programming at Bell Memorial Park and/or Cox Road, ALL field usage will end on the first Sunday after July 4th for field renovations.

	Spring	Summer	Fall	Winter
Ideal Capacity *per most appropriate offering size* (season, class, etc.)	~~25~~ (if rain)	~~25~~ (if rain)	35	35
Previous Season Participation	0	0	0	0
Growth Goal for Season	25%	25%	25%	25%

COST $10 - $15 per class

Ages 13 - 75

Exhibit A

Monday noon class- Slow Flow -

Experience a gentle, movement practice that brings together mindfulness, alignment, and strength.

We provide a welcoming atmosphere to enhance connection, where you'll feel rejuvenated, joyful and peaceful!

Thursday, noon class - Gentle Yoga

This gentle yoga class focuses on soothing stretches, breath awareness, and relaxation. It's designed for all levels, emphasizing gentle movements to release tension, improve flexibility, and promote overall well-being and mindfulness.

Saturday class: Uplift Yoga with Kim

Get ready for an uplifting and vibrant yoga experience! Feel energized with fun sequences, invigorating movement, and joyful music, that inspires positivity, enhances your mood and fosters a spirited connection between your mind, your body and your spirit. You'll build strength, flexibility, and inner harmony and have the best time doing so!

Cost $10 per class

Ongoing throughout the year

Adult classes

Capacity: Monday and Thursday class at noon = 10+ students

Saturday: 10 AM classes for fall, winter and rainy days = 20+ students (indoors) $10 per students

Saturday: spring and summer we will be at Friendship Park = 30+ students.

We will rent the park on our own and be responsible for marketing the community classes here

Growth goal equals 10% per season

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**YTT Collective, LLC**	Control Number:	**22179306**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**830 Freemanwood Ln, Milton, GA, 30004, USA**	Date of Formation / Registration Date:	**8/17/2022**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Kim Saunders**

Physical Address: **830 Freemanwood Lane, Milton, GA, 30004, USA**

County: **Fulton**

Back Filing History Name History Return to Business Search

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 (tel: (404) 656-2817) Toll-free: (844) 753-7825 (tel:(844) 753-7825), WEBSITE: https://sos.ga.gov/

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

Report a Problem?

POLICY CHANGE DOCUMENT

POLICY NO: PHPK1623282-007 **CHANGE #** 2 **CHANGE EFFECTIVE:** 06/13/2024

Philadelphia Indemnity Insurance Company	PRODUCER: Maguire Insurance Agency, Inc. FWI

NAMED INSURED: Kim Saunders

MAILING ADDRESS: 830 Freemanwood Ln
Alpharetta, GA 30004-3486

POLICY PERIOD: FROM 03/14/2024 TO 03/14/2025 at 12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION:
In consideration of the premium reflected, the policy is amended as indicated below:

Add Certificate Holder with EndorsementsCity of Milton, Georgia, Yoga Classes 2006 Heritage Walk :Milton GA 30004

Total Annual Additional/Return Premium	$0.00	Total Prorate Additional/Return Premium	$0.00
Total Annual Additional/Return Tax/Surcharge/Fee	$0.00	Total Prorate Additional/Return Tax/Surcharge/Fee	$0.00

POLICY NUMBER: PHPK1623282-007

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Milton, Georgia, **2006 Heritage Walk** **Milton GA 30004-**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: PHPK1623282-007

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Milton, Georgia
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ISO Properties, Inc.

© Insurance Services Office, Inc., 2008

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME:	
Maguire Insurance Agency, Inc. FWI 1 Bala Plz Ste 100 Bala Cynwyd, PA 19004-1401 610.617.7900	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C:	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kim Saunders
830 Freemanwood Ln
Alpharetta, GA 30004-3486

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK1623282-007	03/14/2024	03/14/2025	EACH OCCURRENCE	$2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PROFESSIONAL LIABILITY						MED EXP (Any one person)	$2,500
	[ ]						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	[ ] OTHER						SAM AGGREGATE SAM OCCURENCE	$300,000 $100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] 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)	$
	[ ]							$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTHER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence. Yoga Classes

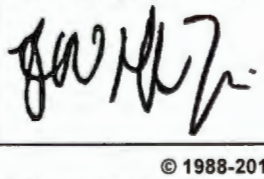
CERTIFICATE HOLDER

City of Milton, Georgia,
2006 Heritage Walk
Milton, GA 30004

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



© 1988-2015 ACORD CORPORATION. All rights res

The ACORD name and logo are registered marks of ACORD

EXHIBIT "C"
City of Milton Parks Ordinances & Park/Facility Regulations

CITY OF MILTON PARKS ORDINANCES

Programs are responsible for adherence to all City and park ordinances. A collection of applicable ordinances is shown below, subject to the caveat that ordinances are amended from time to time; these ordinances may not be fully current; and other ordinances not shown here may be relevant depending on the activity.

Sec. 34-22. - Prohibited acts.

(a) Alcoholic beverages. Unless a public facilities permit has been obtained under Chapter 4 of this Code, it shall be unlawful for any person to possess and consume any alcoholic beverage, or be under the influence of alcoholic, malt and vinous beverage, within any public park and within any building or facility under the supervision of the city recreation and parks department.

(b) Firearms. It shall be unlawful for any person to discharge any firearm within the city parks in accordance with the authority vested in the city by the general assembly in accordance with O.C.G.A. § 16-11-173. Signs shall be posted at city parks stating the following:

"In accordance with O.C.G.A. § 16-11-173 and the City Code of Milton, the discharge of firearms in city parks is prohibited."

(c) Fireworks. It shall be unlawful for any person to possess or use fireworks, as defined in O.C.G.A. 25-10-1(a)(1), in any of the city parks, unless written permission for such has been authorized by the mayor and city council.

(d) Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, or leased or used by the city.

(e) Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the acts mentioned in this subsection to any animal or wildlife within any of the city parks without the city manager's written permission.

(f) Motor vehicles. It shall be unlawful for any person to drive, operate and park any motor vehicle, mini-bike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees or agents when municipal duties require them to drive over said park or to park their vehicles or equipment at such locations in order to perform city business.

(g) Noises. It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the city parks, according to the city's noise regulations.

(h) Park hours. All city parks that have lighted athletic fields shall be closed between the hours of 10:30 p.m. and 6:00 a.m. All other parks shall be closed from dusk until dawn. No person shall be authorized to be on the premises or property of any city park when they are closed, except authorized city employees or persons engaged in activities authorized by the recreation and parks director, or the city manager.

(i) Pets. All pets must be on a leash and the owner is responsible for the disposal of pet waste. All pets are prohibited on athletic fields, unless written permission for such has been authorized by the city manager or the recreation and parks director.

(j) Permit required. It shall be unlawful for any person to engage in any activity in the city parks which requires a permit or ticket without first obtaining such permit or ticket.

(k) Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the city.

(l) Posting signs. It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks. It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

(m) Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(n) Smoking. It shall be unlawful for anyone to smoke in the park.

(o) Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(p) Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an authorized representative, or such person are conducting recreation department business.

(q) Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for permanent living accommodations purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. No. 07-01-03, § 1(ch. 8, art. 1, § 4), 1-18-2007; Ord. No. 07-08-42, § 1(ch. 8, art. 1, § 4), 8-23-2007; Ord. No. 14-10-225, §§ 1, 2, 10-20-2014); Ord. No. 15-03-237 , § 1, 3-16-2015)

PARK/FACILITY REGULATIONS

1. Programs conducting youth activities on City facilities must have an appropriate number of adults supervising the activities conducted by the Program from the outset to the conclusion of the activity.

2. Spectators, Parents, Coaches, or Officials of a Program must display appropriate conduct while operating activities on City facilities. Continuous failure to do so could result in the termination of the right to use City facilities. All Programs must enact and enforce a policy of ZERO tolerance for abusive behavior while at a Program event on-site or at an away facility.

3. The park belongs to all of the residents of Milton. All Programs are asked to enact and encourage a policy of "Leave It Cleaner Than When You Arrived" with regards to all elements of the park. The Program is responsible for cleaning the area around athletic fields, dugouts and walkways. This must be completed upon the conclusion of each activity.

4. Program representatives are responsible to report any and all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.

5. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.

6. Bicycles, roller blades, skateboards, hover boards etc. are prohibited on walkways and other designated areas.

7. No game shall begin after 9:00 pm, and every effort should be made to conclude by 10:00 pm. The park lights will go off at 10:30 pm

8. Parks may not be used for golf practice.

9. Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. FOR THE SAFETY OF ALL, PET OWNERS ARE REQUIRED BY LAW TO OBEY FULTON COUNTY LEASH LAWS WHILE VISITING CITY OF MILTON PARK FACILITIES.

10. The use of unmanned aerial vehicles (UAVs) or drones is prohibited at all active parks within the City.

11. Music may be played in the park at a volume that does not interfere with other activities. Any organization that receives a reasonable request to lower the volume must do so or risk cancellation of scheduled activities. All music played at the park must be in compliance with the current noise ordinances of the City. Music played must not contain inappropriate language (e.g., containing sexually explicit,

degrading, or violent words or themes) and must be family friendly. DJs are not permitted without a special use permit.

12. Synthetic multi-sport field rules & restrictions:

a) No pets of any kind
b) No food or beverages, including gum, seeds, nuts, sports drinks or soft drinks
c) ONLY PLAIN WATER IS ALLOWED
d) No glass containers
e) No smoking or tobacco products of any kind
f) No playing golf
g) No tent stakes, spikes, etc. may be driven into the turf
h) No metal or detachable cleats – only sneakers or molded plastic cleats
i) No painting, chalking or marking field
j) No vehicles, bikes, scooters, skateboards, roller- or inline skates, strollers or hover boards
k) No grills, fireworks or fires of any kind
l) Do not pick or pull grass fibers or infill material
m) Goals may be moved but they are to be LIFTED and moved as needed, NOT DRAGGED
n) Do not throw, kick, hit or whip a ball into surrounding fences

EXHIBIT "D"
Contractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

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:

EXEMPT
eVerify Number

6/5/24
Date of Authorization

Kim Saunders
Name of Contractor

Yoga Classes
Name of Project

City of Milton, GA
Name of Public Employer

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

Executed on June 5, 2024 in Milton (city), GA (state).

Kim Saunders
Signature of Authorized Officer or Agent

Kim Saunders
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF June, 2024

Christiane Herndon
NOTARY PUBLIC

[NOTARY SEAL]

CHRISTIANE HERNDON NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 05-07-2027

My Commission Expires: 5/7/27

EXHIBIT "E"
Subcontractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

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 _____ 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 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:

_____
eVerify Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

City of Milton, GA
Name of Public Employer

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

Executed on _____, ___, 202__ 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 _____,202__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:_____

EXHIBIT "F"
Coaching/Instructor Certifications

PROVIDER must require that a minimum of one (1) coach/instructor per team/class is to maintain a certification in good standing. The following are approved certifications: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, USA Football, National Cheerleading Association.

Contingent on the CITY's approval, the PROVIDER may include additional certifications not previously mentioned in the Agreement (list below). Records of certifications are to be sent to the Parks & Recreation Department within two weeks of the season start.

ACTIVITY/SPORT: N/A

ACCEPTABLE COACHING/INSTRUCTOR CERTIFICATIONS:

N/A

EXHIBIT "G"
City of Milton
Accident / Incident Report Form

Date of accident/incident _____ Time of accident/incident _____
Facility where accident/incident occurred _____
Specific location of accident/incident within the facility_____
Number of persons involved _____ Police notified __Y __N EMS notified __Y __N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment __Y __ N
Photos of accident/incident site taken __Y __ N

Person completing form _____ _____ _____
Print name Signature Date

Person completing form _____ _____
Day phone Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident
Fax or email form to the Parks and Rec Dept at 678-242-2499 or parksandrec@miltonga.gov

CITY OF MILTON GEORGIA

GENERAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Diana Wheeler, Interim Community Development Director
DATE: Submitted on September 10, 2024, for the September 16, 2024, Regular City Council Meeting

Signed by: Diana Wheeler 3C30A325FBE844C...

AGENDA ITEM: Approval of Impact Fee Credits for the Improvements to the Intersection – Crabapple at Birmingham (Heritage Walk & SR 372), McGinnis Ferry Interchange and Crabapple NE Connector Rd as identified in the 2016 Capital Improvements Element Impact Fee Eligible Projects

Executive Summary:
As a municipality that collects Impact Fees, the adopted 2016 Capital Improvements Element (CIE) Annual Update included a list of projects eligible for Impact Fee funding. The 2016 CIE update contained the approved five-year project lists covering the period 2017-2021.

- The 2016 Capital Improvements Element (CIE) Update included a five-year schedule of improvements identifying projects eligible for Impact Fee Funding.
- Public Works identified Local Cost of Project allowing 40.1% maximum Funding from Impact Fees.
- Eligible Projects: Intersection-Crabapple at Birmingham (*Heritage Walk & SR 372*), McGinnis Ferry Interchange and Crabapple NE Connector Road.

Council previously approved the issuance of these credits in relation to the projects outlined above in November 2022, and we are now bringing forth the private developer agreements which are necessary to properly record and recognize these credits.

Funding and Fiscal Impact:
Provisions for impact fee credits are outlined in Sec. 25-8 of the Milton Code of Ordinances

Alternatives:
None

Legal Review:
Paul Frickey – Jarrard & Davis, January 8, 2024

Concurrent Review:
Steven Krokoff, City Manager

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

Attachment(s):

- Private Developer Agreement between the City of Milton and Crabapple Ventures, LLC ("Crabapple Ventures")
- Private Developer Agreement between the City of Milton and Market District Crabapple, LLC ("Market District")
- Private Developer Agreement between the City of Milton and Orkin & Associates, LLC ("Orkin")

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement ("Agreement") is entered into this _____ day of September 2024, by and between the City of Milton ("City") and Crabapple Ventures, LLC ("Crabapple Ventures").

WITNESSETH:

WHEREAS, on October 17, 2016, the City adopted a Capital Improvement Element that included "Crabapple NE Connector Rd" system improvement projects, allowing up to $661,976.64 for impact fee funding; and

WHEREAS, Crabapple Ventures dedicated Right of Way along Heritage Walk ("Crabapple Ventures Improvements") at costs to Crabapple Ventures of $149,400.00; and

WHEREAS, the desires to allow the City to benefit from the system improvements provided by Crabapple Ventures Improvements; and

WHEREAS, the City has agreed to allow Roads Impact Fee Credits to Crabapple Ventures in the amount of $149,400.00 as a result of the system improvement projects undertaken by Crabapple Ventures in accord with City Code § 25-10(a); and

WHEREAS, the City Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of roads impact fees, parks and recreation impact fees and other fees; and

WHEREAS, both the City and Crabapple Ventures have determined that it is in their respective best interests to enter into this Private Development Agreement to more specifically acknowledge (i) Crabapple Ventures construction of the designated system improvements, (ii) reimbursement of certain costs as set out herein, and (iii) such other terms and conditions as the parties deem appropriate,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree, and covenant as follows:

1. Construction and Dedication of System Improvements by Crabapple Ventures. Crabapple Ventures has, at its sole cost and expense, performed and completed the Crabapple Ventures Improvements and hereby dedicates, releases and transfers all rights and interest thereto to the City.

2. Determination, Establishment and Utilization of Impact Fee Credits. The parties acknowledge and agree that the estimated costs for the Crabapple Ventures Improvements are

$149,400.00. Upon Crabapple Ventures execution of this Private Development Agreement the City shall establish a Roads Impact Fee Credit account in the name of the Owner in the amount of $149,400.00. Crabapple Ventures may draw upon the Road Impact Fee Credit account from time to time as Road Impact Fees become due. In no event shall Crabapple Ventures be entitled to reimbursement in cash for any unused Road Impact Fee Credits, and Crabapple Ventures hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise.

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by Email, on the date of the Email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff, City Manager
Email: steven.krokoff@miltonga.gov

With a copy to:
Jarrard & Davis, LLP
222 Webb Street
Attn: Ken Jarrard
Cumming, Georgia 30040
(678) 455-7150
Email: kjarrard@jarrard-davis.com

If to Crabapple Ventures:

Attn:
Email:

With a copy to:

Attn:
Email:

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with any exhibits attached hereto that are incorporated herein by reference is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires

or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

City of Milton, Georgia

By: _____
Peyton Jamison, Mayor

Date: _____

[Crabapple Ventures, LLC]

By: _____

Date: 9/10/24

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement ("Agreement") is entered into this _____ day of September 2024, by and between the City of Milton ("City") and Market District Crabapple, LLC ("Market District").

WITNESSETH:

WHEREAS, on October 17, 2016, the City adopted a Capital Improvement Element that included "Crabapple NE Connector Rd" system improvement projects, allowing up to $1,035,376.64 for impact fee funding; and

WHEREAS, Market District performed work upgrading the Crabapple NE Connector Rd by relocating the waterline and dedicating Heritage Walk Right of Way ("Market District Improvements") at costs to Market District of $373,400.00; and

WHEREAS, the desires to allow the City to benefit from the system improvements provided by the Market District Improvements; and

WHEREAS, the City has agreed to allow Roads Impact Fee Credits to Market District in the amount of $373,400.00 as a result of the system improvement projects undertaken by Market District in accord with City Code § 25-10(a); and

WHEREAS, the City Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of roads impact fees, parks and recreation impact fees and other fees; and

WHEREAS, both the City and Market District have determined that it is in their respective best interests to enter into this Private Development Agreement to more specifically acknowledge (i) Market District's construction of the designated system improvements, (ii) reimbursement of certain costs as set out herein, and (iii) such other terms and conditions as the parties deem appropriate,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree, and covenant as follows:

1. Construction and Dedication of System Improvements by Market District. Market District has, at its sole cost and expense, performed and completed the Market District Improvements and hereby dedicates, releases and transfers all rights and interest thereto to the City.

2. Determination, Establishment and Utilization of Impact Fee Credits. The parties acknowledge and agree that the estimated costs for the Market District Improvements are $373,400.00. Upon Market District's execution of this Private Development Agreement the City shall establish a Roads Impact Fee Credit account in the name of the Owner in the amount of $373,400.00. Market District may draw upon the Road Impact Fee Credit account from time to time as Road Impact Fees become due. In no event shall Market District be entitled to reimbursement in cash for any unused Road Impact Fee Credits, and Market District hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise.

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by Email, on the date of the Email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff, City Manager
Email: steven.krokoff@miltonga.gov

With a copy to:
Jarrard & Davis, LLP
222 Webb Street
Attn: Ken Jarrard
Cumming, Georgia 30040
(678) 455-7150
Email: kjarrard@jarrard-davis.com

If to Market District:

Attn:
Email:

With a copy to:

Attn:
Email:

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with any exhibits attached hereto that are incorporated herein by reference is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires

or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

City of Milton, Georgia

By: _____
Peyton Jamison, Mayor

Date: _____

[Market District Crabapple, LLC]

By: _____
Brant Beecham, Managing Member

Date: 9/6/2024

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement ("Agreement") is entered into this _____ day of September 2024, by and between the City of Milton ("City") and Orkin & Associates, LLC ("Orkin").

WITNESSETH:

WHEREAS, on October 17, 2016, the City adopted a Capital Improvement Element that included "Intersection – Crabapple at Birmingham" and "McGinnis Ferry Interchange" system improvement projects, allowing up to $542,774.90 and $20,593.07, respectively, for impact fee funding; and

WHEREAS, Orkin performed work upgrading the Crabapple at Birmingham intersection by improving the Heritage Walk sidewalk and grading the Crabapple roundabout ("Orkin Crabapple Improvements") at costs to Orkin of $39,920.00 and $283,798.00 respectively; and

WHEREAS, Orkin performed work upgrading the McGinnis Ferry interchange by improving the McGinnis/Morris at Bethany intersection ("Orkin McGinnis Improvements") at a cost to Orkin of $493,746.00; and

WHEREAS, the desires to allow the City to benefit from the system improvements provided by the Orkin Crabapple Improvements and the Orkin McGinnis Improvements; and

WHEREAS, the City has agreed to allow Roads Impact Fee Credits to Orkin in the amount of $344,311.07 as a result of the system improvement projects undertaken by Orkin in accord with City Code § 25-10(a); and

WHEREAS, the City Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of roads impact fees, parks and recreation impact fees and other fees; and

WHEREAS, both the City and Orkin have determined that it is in their respective best interests to enter into this Private Development Agreement to more specifically acknowledge (i) Orkin's construction of the designated system improvements, (ii) reimbursement of certain costs as set out herein, and (iii) such other terms and conditions as the parties deem appropriate,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree, and covenant as follows:

1. Construction and Dedication of System Improvements by Orkin. Orkin has, at its sole cost and expense, performed and completed the Orkin Crabapple Improvements and Orkin

McGinnis Improvements and hereby dedicates, releases and transfers all rights and interest thereto to the City.

2. Determination, Establishment and Utilization of Impact Fee Credits. The parties acknowledge and agree that the estimated costs for the Orkin Crabapple Improvements and Orkin McGinnis Improvements are $344,311.07. Upon Orkin's execution of this Private Development Agreement the City shall establish a Roads Impact Fee Credit account in the name of the Owner in the amount of $344,311.07. Orkin may draw upon the Road Impact Fee Credit account from time to time as Road Impact Fees become due. In no event shall Orkin be entitled to reimbursement in cash for any unused Road Impact Fee Credits, and Orkin hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise.

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by Email, on the date of the Email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff, City Manager
Email: steven.krokoff@miltonga.gov

With a copy to:
Jarrard & Davis, LLP
222 Webb Street
Attn: Ken Jarrard
Cumming, Georgia 30040
(678) 455-7150
Email: kjarrard@jarrard-davis.com

If to Orkin:

Attn:
Email:

With a copy to:

Attn:
Email:

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with any exhibits attached hereto that are incorporated herein by reference is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires

or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

City of Milton, Georgia

By: _____
Peyton Jamison, Mayor

Date: _____

[Orkin & Associates, LLC]

By: _____

Date: _____

MILTON

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Diana Wheeler, Interim Community Development Director*
DATE: Submitted on September 9, 2024, for the *First Presentation* on September 16, 2024, Regular Council Meeting and for *Unfinished Business* on October 7, 2024, Regular Council Meeting

Signed by: Diana Wheeler 3C30A325FBE844C...

AGENDA ITEM: Consideration of Ordinance for an Amendment to City Code Chapter 10 to Authorize and Regulate Private Third-Party Plan Reviewers and Building Inspectors.

DEPARTMENT RECOMMENDATION: Approval

EXECUTIVE SUMMARY

The State of Georgia adopted legislation in 2020 allowing developers, property owners and other private individuals to use third-party building inspectors and plan reviewers in place of the city's inspectors and plans reviewers subject to certain conditions and restrictions. These third-party inspectors and plan reviewers would be retained by a developer or other private individual at their expense. The City would have the authority to maintain quality control over third-party work and the city would also collect both a permit fee and a convenience fee for accommodating this service.

In order to comply with the State's regulation, City Staff customized Georgia Municipal Association's model ordinance developed to address this matter. The City Attorney has reviewed and approved the attached draft ordinance which includes a list of definitions, requirements for registration as a private provider with the city, procedural requirements, method for calculating fees, insurance requirements, identification of third-party infractions, and an appeal process. If approved, this ordinance would amend Chapter 10 of the City's Code of Ordinances.

FINDING AND FISCAL IMPACT

There are none.

ALTERNATIVES

The Mayor and City Council could vote to deny or amend the proposed ordinance presented by Staff.

LEGAL REVIEW

Mr. Ken Jarrard, Ms. Molly Esswein (August 2024)

CONCURRENT REVIEW

Mr. Steve Krokoff, City Manager

DocuSigned by:
Steven Krokoff
9E6DD808EBB74CF...

ATTACHMENT(S)

Ordinance to Adopt newly created Sec. V, (Chapter 10, City of Milton Code of Ordinances)

STATE OF GEORGIA
COUNTY OF FULTON ORDINANCE _____

AN ORDINANCE TO AMEND CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF MILTON, GEORGIA BY ADDING ARTICLE V, THIRD PARTY INSPECTION AND PLAN REVIEW, TO PROVIDE REQUIREMENTS FOR PREQUALIFICATION OF PRIVATE PERMITTING REVIEW AND INSPECTION; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

WHEREAS, Article IX, Section II, Paragraph I of the Constitution of the State of Georgia grants the governing authority of each City the legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the constitution or any local law applicable thereto;

WHEREAS, pursuant to O.C.G.A. § 8-2-26 (g) (hereinafter the "State Act"), City of Milton is authorized to prequalify any private professionals prior to such professionals completing plan review and inspection services for permit applicants who have selected a third party provider;

WHEREAS, the City of Milton wishes to adopt regulations regarding the pre-qualification of third party inspectors and third party plan reviewers pursuant to the State Act.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, GEORGIA AS FOLLOWS:

Section 1. Chapter 10 of the Code of City of Milton, Georgia is hereby amended by adding a new Article V as set forth in Exhibit A which is attached hereto.

Section 2. All other ordinances shall continue in full force and effect and shall remain unaffected, except where such ordinance, or part thereof, conflicts herewith, in which case such ordinance, or part thereof, is hereby repealed.

Section 3. It is the express intent of the City of Milton that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. This Ordinance shall become effective immediately upon adoption.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

SO ORDAINED this _____ day of _____, 2024, the public's health, safety, and welfare demanding it.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

[CITY SEAL]

DRAFT

Exhibit A

Article V - THIRD PARTY INSPECTION AND PLAN REVIEW

Sec. 10-400. - Definitions.

For purposes of this third party inspection and plan review ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

Approved third party inspectors and plans reviewer list. A list maintained by the Community Development Department comprised of the names of approved third party inspectors and plans reviewers that have complied with the application and renewal requirements of the City of Milton Third Party Inspection and Plans Review Program and have been approved to perform third party inspections and plans review pursuant to this article of the City of Milton Code.

Approved third party inspector. A registered professional engineer, registered professional architect, or qualified inspector that has complied with the application and renewal requirements of the City of Milton Third Party Inspection and Plans Review Program and has been approved to perform third party inspections pursuant to this article of the City of Milton Code. An approved third party inspector is intended to constitute a "private professional provider" for the purposes of performing inspections as described in the State Act.

Approved third party plans reviewer. A registered professional engineer, registered professional architect, or qualified inspector that has complied with the application and renewal requirements of the City of Milton Third Party Inspection and Plans Review Program and has been approved to perform third party plans review pursuant to this article of the City of Milton Code. An approved third party plans reviewer is intended to constitute a "private professional provider" for the purpose of reviewing building construction plans as described in the State Act.

City. City of Milton, Georgia.

Complete Application. For purposes of processing applications in compliance with the State Act, an application submitted to the City of Milton shall not be considered complete until all applicable fees have been paid, and all applicable reviewing agencies have received the application and provided any required approvals. For each permit type, the Community Development Department shall establish and publish the requirements of a complete application.

Convenience fees. Fees established by the Community Development Department to be paid to the City upon the election by an applicant to use a third party inspector or third party plans reviewer or despite the Community Development Department otherwise being able to provide inspection and plan review services within the time frames required by the State Act. Such fees shall be the same as any regulatory fees assessed by the City of Milton for inspections and plan review services performed by the Community Development Department.

Department. The City of Milton Community Development Department, or such other department as may be assigned by the City of Milton City Manager or his representative the responsibility of performing inspections and overseeing the third party inspection and plans review system described herein.

DRAFT

Inspection. The observance of work and the performance of test for certain components and elements to establish conformance with City of Milton approved construction documents, building codes and ordinances adopted by City of Milton, and the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs.

Inspection certification. A written statement signed by an approved third party inspector or his/her approved technician, which shall indicate that the item(s) being inspected, in the approved third party inspector's professional opinion and to the best of their knowledge, complies with City of Milton approved construction documents, building codes and ordinances adopted by the City of Milton, the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs, and any other applicable inspections that are typically performed by inspectors employed by the City of Milton.

Inspection field report. A written report prepared by an approved third party inspector or a technician working under the direct supervision of an approved third party inspector describing the work conducted and findings of an inspection performed by an approved third party inspector or a technician working under the direct supervision of an approved third-party inspector.

Plans review affidavit. A written affidavit on a form adopted by the Georgia Department of Community Affairs that is completed and signed under oath by an approved third party plans reviewer, which shall indicate the plans which have been reviewed for the purpose of a building permit for the application in question, in the approved third party plans reviewer's professional opinion and to the best of their knowledge, complies with the regulatory requirements as designated by City of Milton, including the Georgia State Minimum Standard Codes most recently adopted by the Department of Community Affairs and any locally adopted ordinances and amendments to such codes, applicable zoning ordinances and conditions, design standards, and any other applicable laws and regulations that would otherwise be required of staff employed by the City of Milton Community Development Department.

Qualified inspector. A person who meets the definition of a qualified inspector as defined in O.C.G.A. § 8-2-26.1.

Registered professional architect. An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 4.

Registered professional engineer. An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 15.

Regulatory fees. All fees established by the City to be paid to the City for any regulatory action, inspection services, or plan review services as provided by the State Act and this article.

State act. O.C.G.A. § 8-2-26(g).

Technician. An individual that performs inspections under the direct supervision of an approved third party inspector.

Third party inspection. Inspection performed in conformance with this program by approved third party inspectors.

DRAFT

Third party inspection and plans review program. The rules and procedures described in this third party inspection and plans review ordinance.

Third party plans review. Building construction plans review performed in conformance with this program by approved third party plans reviewers.

Sec. 10-401. - Third Party Inspection and Plans Review Program

(a) The department will establish and maintain an approved third party inspectors and plans reviewers list from whom the department will accept third party inspections and third party plans reviews in accordance with this third party inspection and plans review ordinance.
(b) In full compliance with the requirements of the State Act, the City of Milton shall allow owners, developers, and contractors to submit inspection certifications by approved third party inspectors and plans review affidavits by approved third party plans reviewers to satisfy certain inspection and plans review requirements.
(c) The department will only consider inspection certifications and plans review affidavits from individuals listed on the approved third party inspector and plans reviewer list. The City of Milton makes no representation concerning the approved third party inspectors and approved third party plans reviewers other than that they have submitted evidence showing that they have met the minimum criteria necessary to qualify for the third party inspection and plans review program described herein.
(d) In order for an inspection certification or plans review affidavit to be accepted by the department for a particular project, an approved third party inspector or approved third party plans reviewer must be independent of and must not be an employee of or otherwise affiliated with or financially interested in the person, firm or corporation engaged in the construction project to be inspected.
(e) The person, firm or corporation retaining an approved third party inspector or approved third party plans reviewer to conduct an inspection or plans review shall be required to pay to the City fifty percent (50%) of the regulatory fees and charges which would have been required had the inspection or plans review been conducted by a City inspector or City plan reviewer, irrespective of whether the City determines that the City could conduct a particular inspection or plans review in a time as determined by the State Act. Should the department determine that it can conduct a particular inspection or plans review in a time as determined by the State Act, a convenience fee shall be paid to the City. Upon paying in full of the convenience fees associated with the complete application, the applicant may choose to retain, at its own expense, an approved third party inspector or approved third party plans reviewer to provide the required inspection or plan review, subject to the requirements set forth in this Ordinance. Any regulatory fees or convenience fees paid to the City are nonrefundable.
(f) All other fees and costs related to the performance of the third party inspections, or third party plans review are matters solely between the approved third party inspector or approved third party plans reviewer and the person, firm, or corporation engaging the approved third party inspector or approved third party plans reviewer.

DRAFT

(g) Notwithstanding the submission of an inspection certification or plans review affidavit, the department retains the authority to make all code interpretations and to monitor the quality of all third party inspections and third party plans reviews and nothing in this article shall be construed as authorizing any approved third party inspector or approved third party plans reviewer to issue a certificate of occupancy.

(h) For purposes of processing applications in compliance with the State Act, an application submitted to the department shall not be considered complete until all applicable fees have been paid, and all applicable City departments have previously received the application and provided any required approvals.

Sec. 10-402. - Inspection Types.

(a) The department will, at a minimum, accept third party inspections in compliance with the State Act for any construction inspections required by the City of Milton Construction Code. A comprehensive list of the various inspection types, their allowed timing and other related details are established by department policy. This document is available from the department and is published on the City's website.

(b) Approved third party inspectors shall be authorized to conduct any inspection required by the City necessary or required to determine compliance with all regulatory requirements and for the issuance of a building permit or certificate of occupancy, provided that the inspection being performed is within the scope of the approved third party inspector's area of competency; and further, that a qualified inspector acting as an approved third party inspector or as an approved third party plans reviewer shall only be empowered to perform a plan review or inspection within an area for which such qualified inspector has been issued a certification, license, or completion of training provided for in paragraph (2) of subsection (a) of O.C.G.A. § 8-2-26.1. However, nothing in this article shall be construed as authorizing third party inspections for compliance with state or local fire safety standards or erosion control standards.

Sec. 10-403. - Approved third party inspector requirements and qualifications.

(a) Individuals wishing to be placed on the approved third party inspectors and plans reviewer list as an approved third party inspector must submit an initial application along with an application fee as established by the City of Milton. Those individuals who are placed on the third party inspectors and plans reviewer list must submit a renewal form no later than December 1 each year. Individuals that do not timely submit a renewal form shall be removed from the third party inspectors and plans reviewer list.

(b) In order to qualify as an approved third party inspector, an individual must:

(1) Be employed by or be a partner in an engineering or architect firm, in full compliance with the City of Milton Code of Ordinances, including timely payment of the occupational tax and registration required thereunder;

(2) Be a registered professional engineer, a registered professional architect, or a qualified inspector as defined in this article;

(3) Otherwise, be in good standing with all pertinent certification and professional accreditation boards;
(4) Possess and maintain minimum insurance as described herein; and
(5) Demonstrate relevant experience of at least one (1) year.

(c) An individual shall not be qualified to be placed on the approved third party inspectors and plans reviewer list if he/she has had his/her authority to issue third party inspection certifications in any other jurisdictions revoked. If an individual previously qualified to be on the approved third party inspectors and plans reviewer list and subsequently has his/her authority to issue third party inspection certifications revoked, the individual shall be removed from the approved third party inspectors and plans reviewer list.

(d) An approved third party inspector may not submit an inspection certification if the approved third party inspector is an officer or employee of the owner, developer, contractor, or other party or if the approved third party inspector is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor, or other party on whose behalf the inspection certification is submitted.

(e) Technicians may perform inspections under the supervision of an approved third party inspector provided that the technician has satisfied any specific requirements as may be designated by the building official if those same requirements are imposed on the municipal employees completing the plan review or inspection.

(f) Technicians performing inspections under the supervision of an approved third party inspector shall possess ICC certifications relevant to the types of inspections performed. For building inspections, technicians shall provide documentation demonstrating previous experience and/or training that includes general building construction, construction trades, and code enforcement/interpretation, or any equivalent combination of education, training, and experience to be determined in the discretion of the building official.

(g) Approved third party inspectors shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
(1) Professional liability insurance for errors and omissions in an amount of not less than $1,000,000.00 per occurrence and $1,000,000.00 in aggregate coverage for any project with a construction cost of $5,000,000.00 or less. For any project with a construction cost of more than $5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than $2,000,000.00 per claim and $2,000,000.00 in aggregate coverage.
(2) Such insurance may be a practice policy or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the approved third party inspector. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
(3) The cancellation provision shall provide for 30 days' notice of cancellation.
(4) The City of Milton, Georgia, its officers, officials, employees, and representatives shall be named as additional insureds on the required insurance policies.
(5) The required insurance coverages shall be provided by an insurance company licensed to do business in good standing with the Georgia Department of Insurance at all times.

DRAFT

(6) Approved third party inspectors shall maintain the minimum insurance coverage as required above during which they are listed as approved third party inspectors. Approved third party inspectors shall provide the department with evidence of minimum insurance coverage and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the department. Should any insurance coverage or information change, the approved third party inspector shall provide written notice of any such change to the City within ten business days. If at any time an approved third party inspector fails to maintain the required insurance coverage, the department may remove them from the approved third party inspectors and plans reviewer list.

(h) Suspension of technicians and approved third party inspectors:

(1) An individual who performs inspections under this article, whether a technician or an individual approved third party inspector, shall be subject to suspension from the approved third party inspector and plans reviewer list, and from submitting inspection field reports and inspection certifications for the following infractions:

i. Providing inspections without appropriate license or certification.
ii. Providing inspection services prior to issuance of a valid building permit.
iii. Failing to identify any noncompliance with applicable codes governing individual and public safety and welfare (in compliance with Georgia Department of Community Affairs mandated construction code editions and amendments, approved plans, and City of Milton Code of Ordinances), as determined in the sole good faith discretion of the Chief Building Official of the City. However, it is the express intent of the City not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
iv. Authorizing any deviation from the approved permit.
v. Falsifying reports.
vi. Unauthorized employee performing inspections.
vii. Performing unauthorized types of inspections.
viii. Inspections passed with hold on project or under stop work order.
ix. Failure to identify noncompliance with any applicable code not captured in subsection (iii) above, upon identification of such failure by the City on multiple occasions, as determined in the sole good faith discretion of the Chief Building Official of the City.

(2) Suspension for submitting inspection field reports and inspection certifications for infractions by a technician or individual approved third party inspector shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions, and suspensions against a technician or individual approved third party inspector shall be assessed:

i. **First infraction**: Warning letter.

DRAFT

ii. **Second infraction**: 7-Day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
iii. **Third infraction**: 30-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
iv. **Fourth infraction**: 90-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
v. **Fifth infraction**: 1-year suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.

(3) An approved third party inspector shall be subject to progressive action based on the number of infractions in the previous 24-month period by individuals performing inspections, including the individual approved third party inspector or any one or more technicians acting under the supervision of the approved third party inspector (which shall include technicians serving as employees, independent contractors, agents, etc.). Violations under this paragraph shall accrue upon every third infraction by an individual contemplated in paragraph (2) above, and shall subject approved third party inspectors to the following actions and suspensions for any combination of infractions within a 24-month period:

i. **First violation** (upon third individual infraction): Written letter of reprimand from the City of Milton Community Development Director.
ii. **Second violation** (upon sixth individual infraction): Seven-day suspension from approved third party inspector and plans reviewer list.
iii. **Third violation** (upon ninth individual infraction): 30-day suspension from approved third party inspector and plans reviewer list.
iv. **Fourth violation** (upon 12th individual infraction): 90-day suspension from approved third party inspector and plans reviewer list.
v. **Fifth violation** (upon 15th individual infraction): One year suspension from approved third party inspector and plans reviewer list.

The City shall send written notice to the approved third party inspector for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third party inspector of the number of infractions accruing under paragraph (2), to put the approved third party inspector on notice of possible violations under this paragraph (3), and so the approved third party inspector has the opportunity to take any remedial action necessary to prevent future infractions and/or violations.

(4) Notwithstanding any other provision of this article, in the event a technician or individual approved third party inspector is found to have violated subsection (h)(1) v. – falsifying reports, the progressive actions and suspensions of this article may, in the discretion of the City, be bypassed with an immediate suspension and/or disqualification imposed.

(5) The appeal of a suspension and/or disqualification shall be processed through the board of zoning appeals at its next scheduled meeting as an appeal of an administrative decision.

DRAFT

Sec. 10-404. - Procedures for Conducting Third Party Inspections.

(a) An approved third party inspector shall not suggest, direct, or authorize any deviation from approved construction documents without first obtaining approval from the department.

(b) The following procedures shall apply to all third party inspections:

(1) To ensure quality control of the third party inspection and plans review program, a copy of all inspection field reports and inspection certifications shall be provided to the department within two business days from the date the inspection is performed.

(2) All inspection field reports shall note the type of inspection and any deficiencies observed.

(3) Final inspections will not be scheduled until all outstanding reinspection fees have been paid.

(4) Prior to the scheduling of any final inspection, the third party inspector shall sign and seal a completed *Certificate of Compliance;* summarizing the inspections performed. including a written representation, that states:

> *"**To the best of my knowledge and belief, the third-party agency scope of work outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes."***

(5) When performing re-inspections for violations initially noted by department staff, each corrected item shall be addressed individually.

(c) The department shall have a right of entry to any premises inspected by an approved third party inspector or technician to ensure compliance with this article and the State Act.

(d) Upon submission by the approved third party inspector of a copy of his or her inspection report to the City, the City shall accept the inspection of the approved third party inspector without the necessity of further inspection or approval by City inspectors or other personnel employed by the local governing authority, unless the City notifies the approved third party inspector within two business days following the date of submission of the inspection report, that it finds the report incomplete or the inspection inadequate and has provided the approved third party inspector with a written description of the deficiencies and specific code regulatory requirements that have not been adequately addressed.

Sec. 10-405. - Approved third party plans reviewer requirements and qualifications.

(a) Individuals wishing to be placed on the approved third party inspectors and plans reviewer list as an approved plans reviewer must submit an initial application along with an application fee as established by the City of Milton. Those individuals who are placed on the third party inspectors and plans reviewer list must submit a renewal form no later than December 1 each year. Individuals that do not timely submit a renewal form shall be removed from the third party inspectors and plans reviewer list.

(b) In order to qualify as an approved third party plans reviewer, an individual must:

DRAFT

(1) Be a partner in or employed by an engineering or architect firm, in full compliance with chapter 22 of the City of Milton, Georgia Code of Ordinances, including timely payment of the occupational tax and registration required thereunder;
(2) Be a registered professional engineer, a registered professional architect, or a qualified inspector as defined in this article;
(3) Otherwise, be in good standing with all pertinent certification and professional accreditation boards;
(4) Possess and maintain minimum insurance as described herein; and
(5) Demonstrate relevant experience of at least one year.

(c) An individual shall not be qualified to be placed on the approved third party inspectors and plans reviewer list if he/she has had his/her authority to issue third party plans review affidavits in any other jurisdictions revoked. If an individual previously qualified to be on the approved third party inspectors and plans reviewer list and subsequently has his/her authority to issue third party plans review affidavits revoked, the individual shall be removed from the approved third party inspectors and plans reviewer list.

(d) An approved third party plans reviewer may not submit a plans review affidavit if the approved third party plans reviewer is an officer or employee of the owner, developer, contractor or other party or if the approved third party plans reviewer is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the plans review affidavit is submitted.

(e) Approved third party plans reviewers shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
(1) Professional liability insurance for errors and omissions in an amount of not less than $1,000,000.00 per occurrence and $1,000,000.00 in aggregate coverage for any project with a construction cost of $5,000,000.00 or less. For any project with a construction cost of more than $5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than $2,000,000.00 per claim and $2,000,000.00 in aggregate coverage.
(2) Such insurance may be a practice policy or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
(3) The cancellation provision shall provide for 30 days' notice of cancellation.
(4) City of Milton, Georgia, its officers, officials, employees, and representatives shall be named as additional insureds on the required insurance policies.
(5) The required insurance coverages shall be provided by an insurance company licensed to do business in good standing with the Georgia Department of Insurance at all times.
(6) Approved third party plans reviewers shall maintain the minimum insurance coverage as required above during which they are listed as approved third party plans reviewers. Approved third party plans reviewers shall provide the department with evidence of minimum insurance coverages and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the

department. Should any insurance coverage or information change, the approved third party plans reviewer shall provide written notice of any such change to the City within ten business days. If at any time an approved third party plans reviewer fails to maintain the required insurance coverage, the department may remove them from the approved third party inspectors and plans reviewer list.

(f) Suspension of approved third party plans reviewers:

(1) An individual who performs plans review under this article shall be subject to suspension from the approved third party inspector and plans reviewer list, and from submitting plans review affidavits for the following infractions:

i. Providing plans reviews without appropriate license or certification.

ii. Failing to identify any noncompliance with applicable codes governing individual and public safety and welfare (in compliance with Georgia Department of Community Affairs mandated construction code editions and amendments, approved plans, and City of Milton Code of Ordinances), as determined in the sole good faith discretion of the Chief Building Official of the City. However, it is the express intent of the City not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.

iii. Falsifying plans review affidavits.

iv. Performing unauthorized types of plan reviews.

(2) Suspension for submitting plans review affidavits for infractions by an approved third party plans reviewer shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions, and suspensions against an approved third party plans reviewer shall be assessed:

i. **First infraction**: Written letter of reprimand from the City of Milton Community Development Director.

ii. **Second infraction**: Seven-day suspension from approved third party inspector and plans reviewer list.

iii. **Third infraction**: 30-day suspension from approved third party inspector and plans reviewer list.

iv. **Fourth infraction**: 90-day suspension from approved third party inspector and plans reviewer list.

v. **Fifth infraction**: One-year suspension from approved third party inspector and plans reviewer list.

(3) The City shall send written notice to the approved third party plans reviewer for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third party plans reviewer of the number of infractions accruing under paragraph (2) and so the approved third party plans reviewer has opportunity to take any corrective action necessary to prevent future infractions.

(4) Notwithstanding any other provision of this article, in the event an approved third party plans reviewer is found to have violated subsection (f)(1)(iii) - falsifying plans

review affidavits, the progressive actions and suspensions of this article may, in the discretion of the City, be bypassed with an immediate suspension and/or disqualification imposed.

(5) The appeal of a suspension and/or disqualification shall be processed through the zoning board of appeals at its next scheduled meeting as an appeal of an administrative decision.

Sec. 10-406. - Procedures for Conducting Third Party Plans Review.

(a) Any plan review conducted by an approved third party plans reviewer shall be no less extensive than plan reviews conducted by City personnel.

(b) Plan reviews shall be within the scope of such approved third party plan reviewer's area of competency.

(c) The following procedures shall apply to all third party plans review:

(1) To ensure quality control of the third party inspection program, a copy of all plans review affidavits shall be provided to the department within five business days of its completion.

(2) All plans review affidavits shall certify that:

i. The plans were reviewed by the affiant who is duly authorized to perform plan review pursuant to the third party inspection and plans review program;

ii. The plans comply with all applicable regulatory requirements; and

iii. The plans submitted for plan review are in conformity with plans previously submitted to obtain City approvals required in the plan submittal process and do not make any changes to the project reviewed for such approvals.

Sec. 10-407. - Appeals

(a) If the City of Milton building official and the private professional provider are unable to resolve a dispute or meet within the time required by the State Act, the matter shall be referred to the Board of Zoning Appeals.

(b) *Appeals, hearings, and notice.* All questions arising in connection with the interpretation and enforcement of this Ordinance shall first be presented to the city manager or his designee, and that such questions shall be presented to the Board of Zoning Appeals only on appeal from the decision of the city manager or his designee, and that from the decision of the board of appeals, recourse shall be as provided by state law. The city manager or his designee shall forthwith transmit to the board all papers constituting the record upon which the action appealed was taken.

(c) Appeals to these regulations may be taken to the Board of Zoning Appeals by the City of Milton building official, the approved third party inspector or approved third party plans reviewer, or the owner of the subject building.

(d) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Zoning Appeals, after the notice of appeal shall have been filed with the officer, that by reason of facts stated in the

DRAFT

certificate a stay would, in the officer's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.

(e) The Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person, or by agent, or by attorney.

(f) Nothing in this subsection shall limit the authority of the building official to issue a stop-work order for a building project or any portion of such project, which may go into effect immediately as provided by law, after giving notice and opportunity to remedy the violation, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

DRAFT

U24-02, VC24-02

PROPERTY INFORMATION	
ADDRESS	900 Pleasant Hollow Trail
DISTRICT, LAND LOT	2/1 971 & 972
OVERLAY DISTRICT	Rural Milton
EXISTING ZONING	AG-1 (Agricultural)
PROPOSED USE PERMIT	Artist Studio (Milton UDC 8.5.14.C.2)
ACRES	3.320
EXISTING USE	Single Family Residence and Accessory Structure
PROPOSED USE	Single Family Residence & Artist Studio in Accessory Structure

Signed by: Diana Wheeler 3C30A325FBE844C...
DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

OWNER/APPLICANT	Keith (Andy) Campbell & Courtney Bartik
ADDRESS	900 Pleasant Hollow Trail Milton, GA 30004

INTENT

To request a Use Permit to utilize the existing Accessory Structure as an "Artist Studio" (Milton Unified Development Code Sec. 8.5.14.C) with a Four-Part Concurrent Variance:

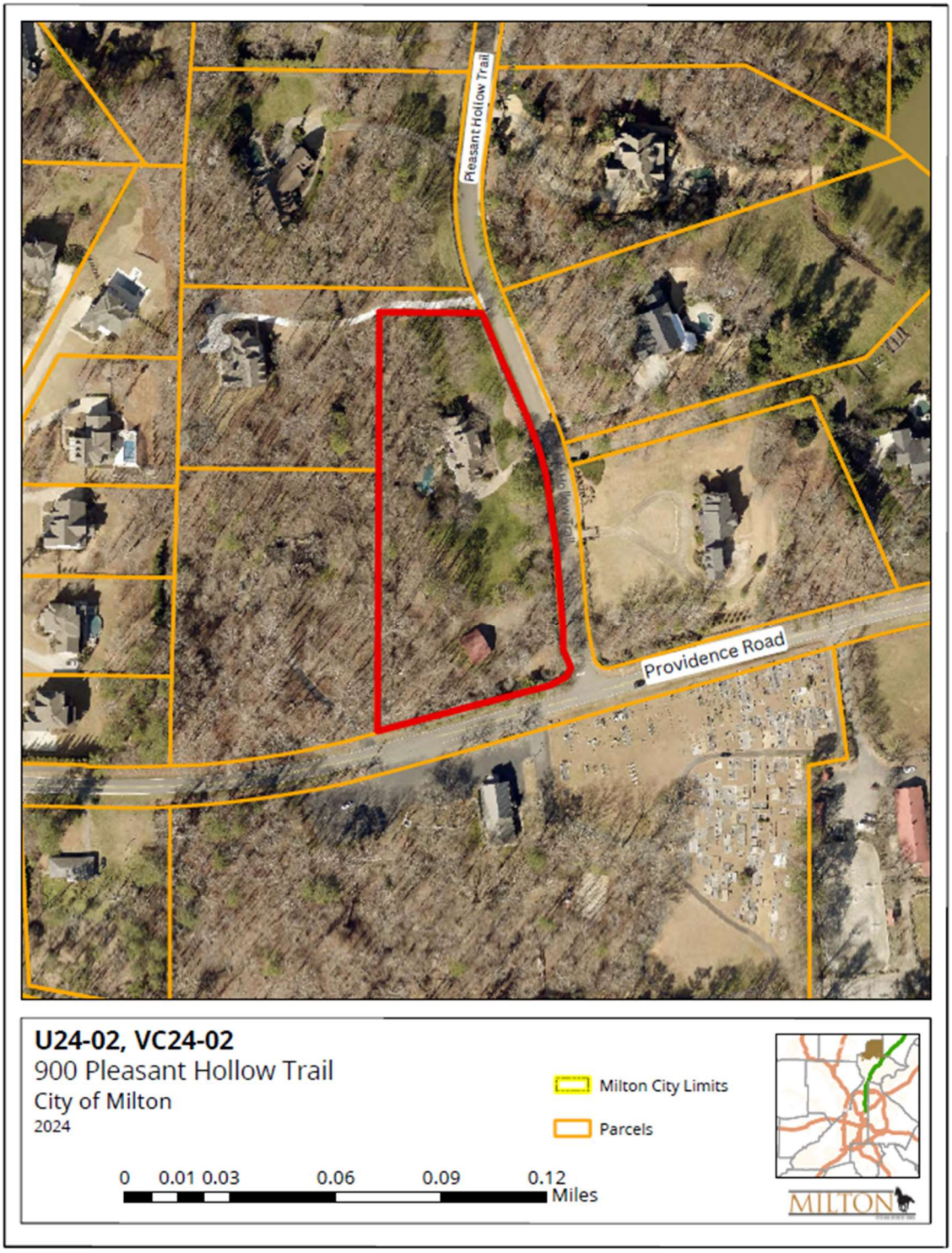
(1) To allow the existing accessory structure to remain in front of the primary residential structure (Milton Unified Development Code Sec. 3.1.4)
(2) To allow the existing accessory structure to remain as is, without being designed in accordance with the predominant commercial building types. (Milton Unified Development Code 6.3.4.H.1.a)
(3) To allow the existing accessory structure to remain as is, without having a ratio of openings to solids from 30% to 50% (Milton Unified Development Code Sec. 6.3.4.H.4.a)
(4) To allow the existing accessory structure to remain as is, without the existing accessory structure having the same window arrangement as the side with the principal entrance. (Milton Unified Development Code Sec. 6.3.4.H.4.e)

COMMUNITY DEVELOPMENT RECOMMENDATION – AUGUST 28, 2024

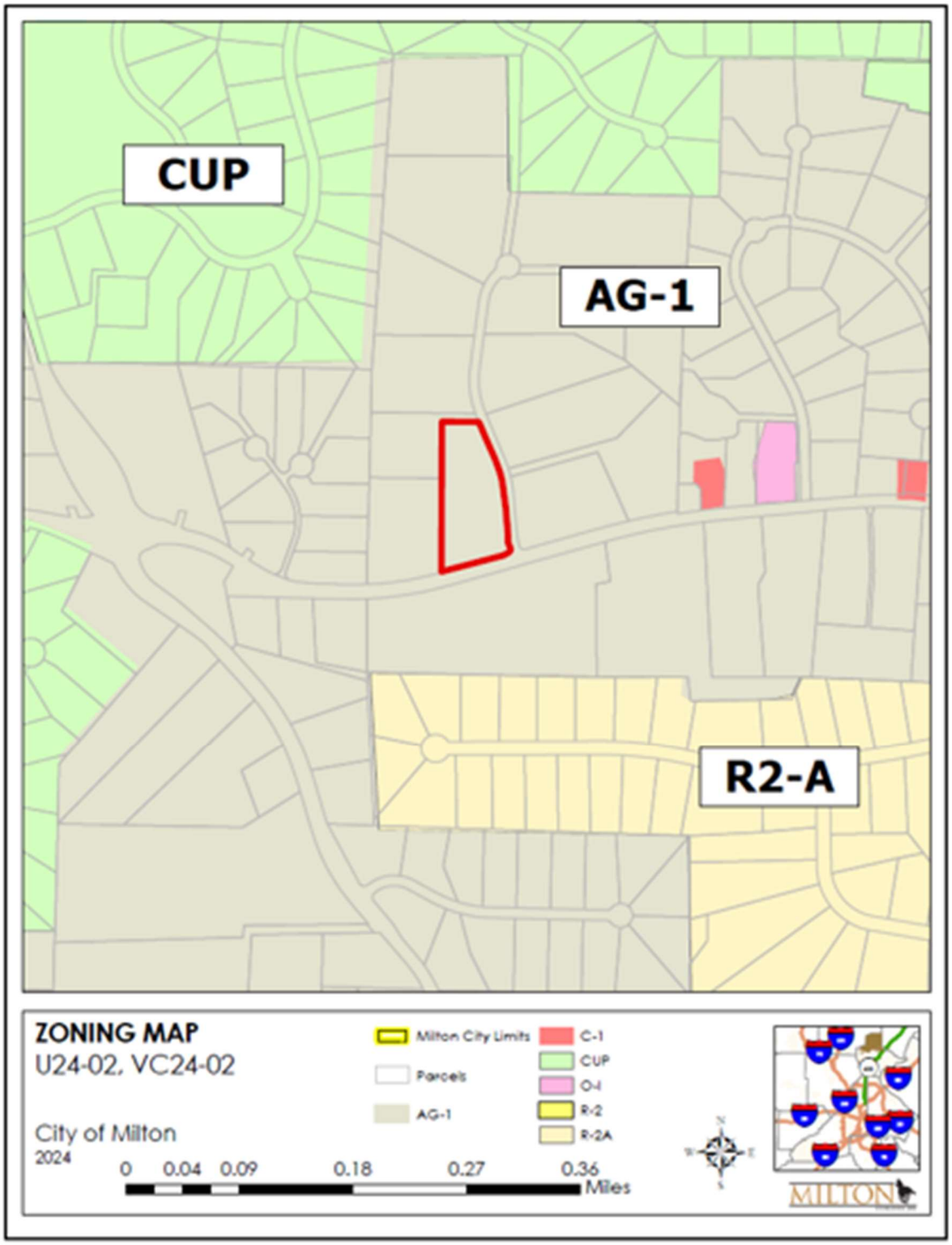
U24-02 – APPROVAL CONDITIONAL
VC24-02 Parts 1 through 4 - APPROVAL CONDITIONAL

PLANNING COMMISION RECOMMENDATION – AUGUST 28, 2024

U24-02 – APPROVAL CONDITIONAL PER STAFF RECOMMENDATION
VC24-02 Parts 1 through 4 - APPROVAL CONDITIONAL PER STAFF RECOMMENDATION

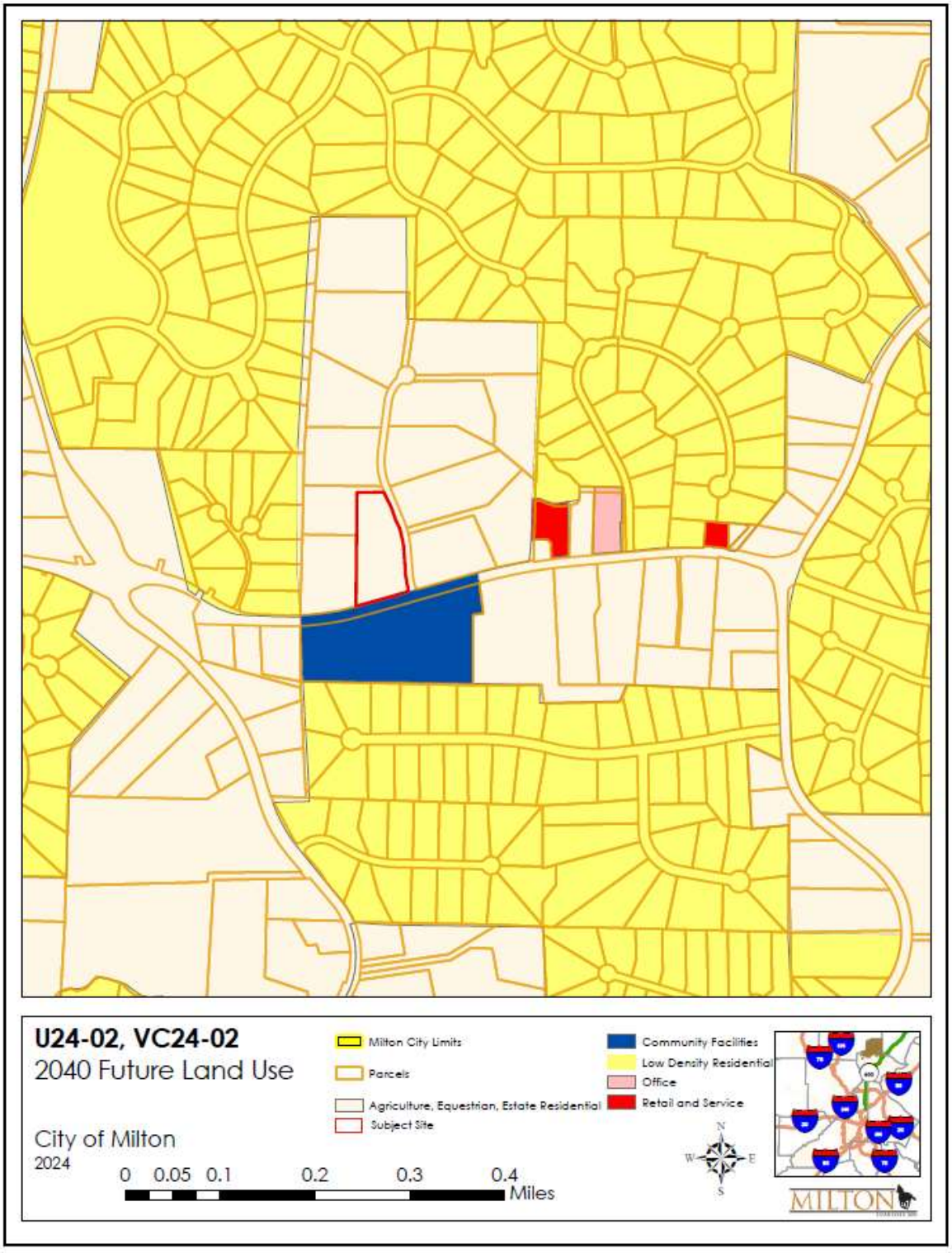


LOCATION MAP



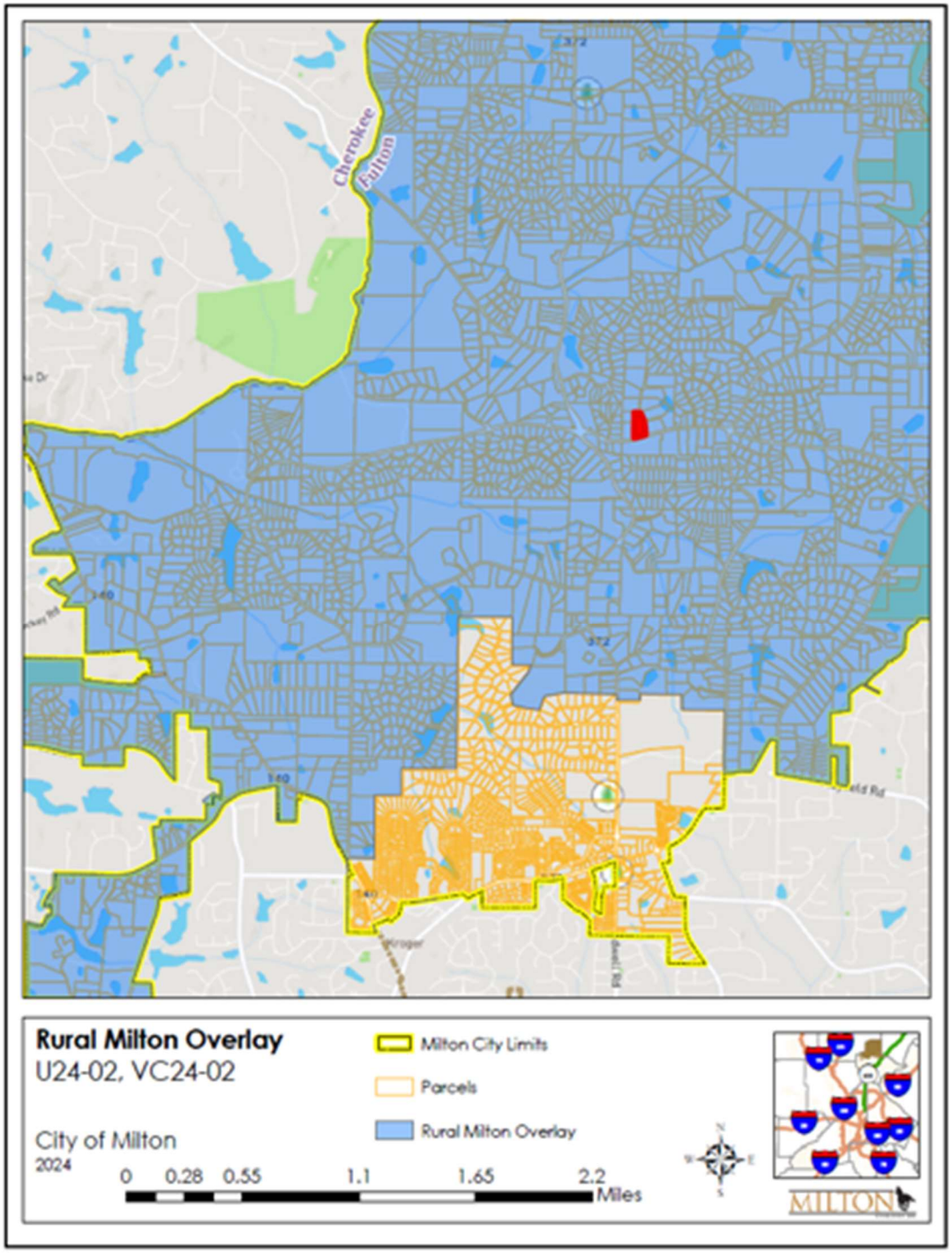
CURRENT ZONING MAP (AG-1)

Prepared by the Community Development Department for the
Mayor and City Council Meeting on October 7, 2024



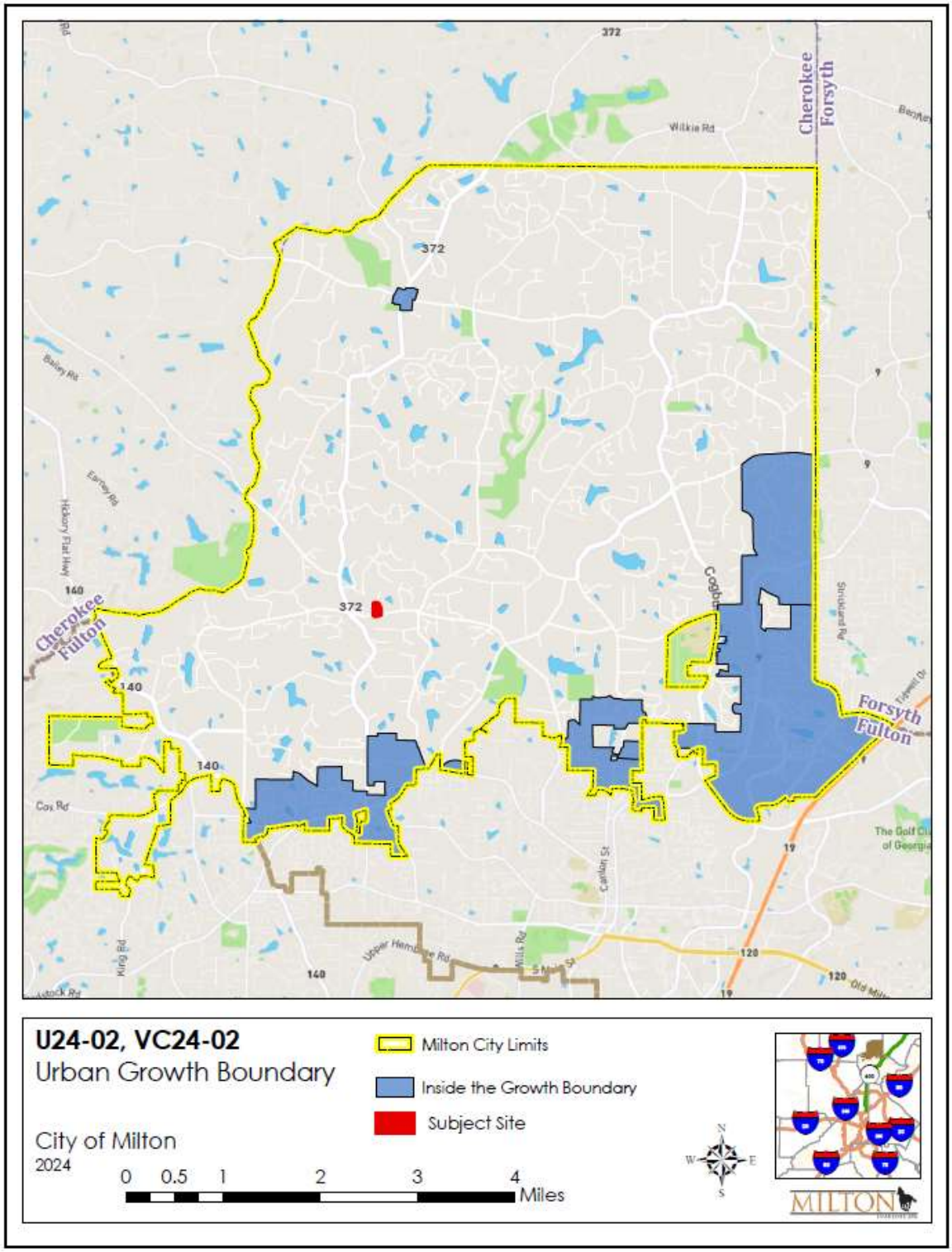
2040 COMPREHENSIVE PLAN - FUTURE LAND USE (AEE)

Prepared by the Community Development Department for the
Mayor and City Council Meeting on October 7, 2024



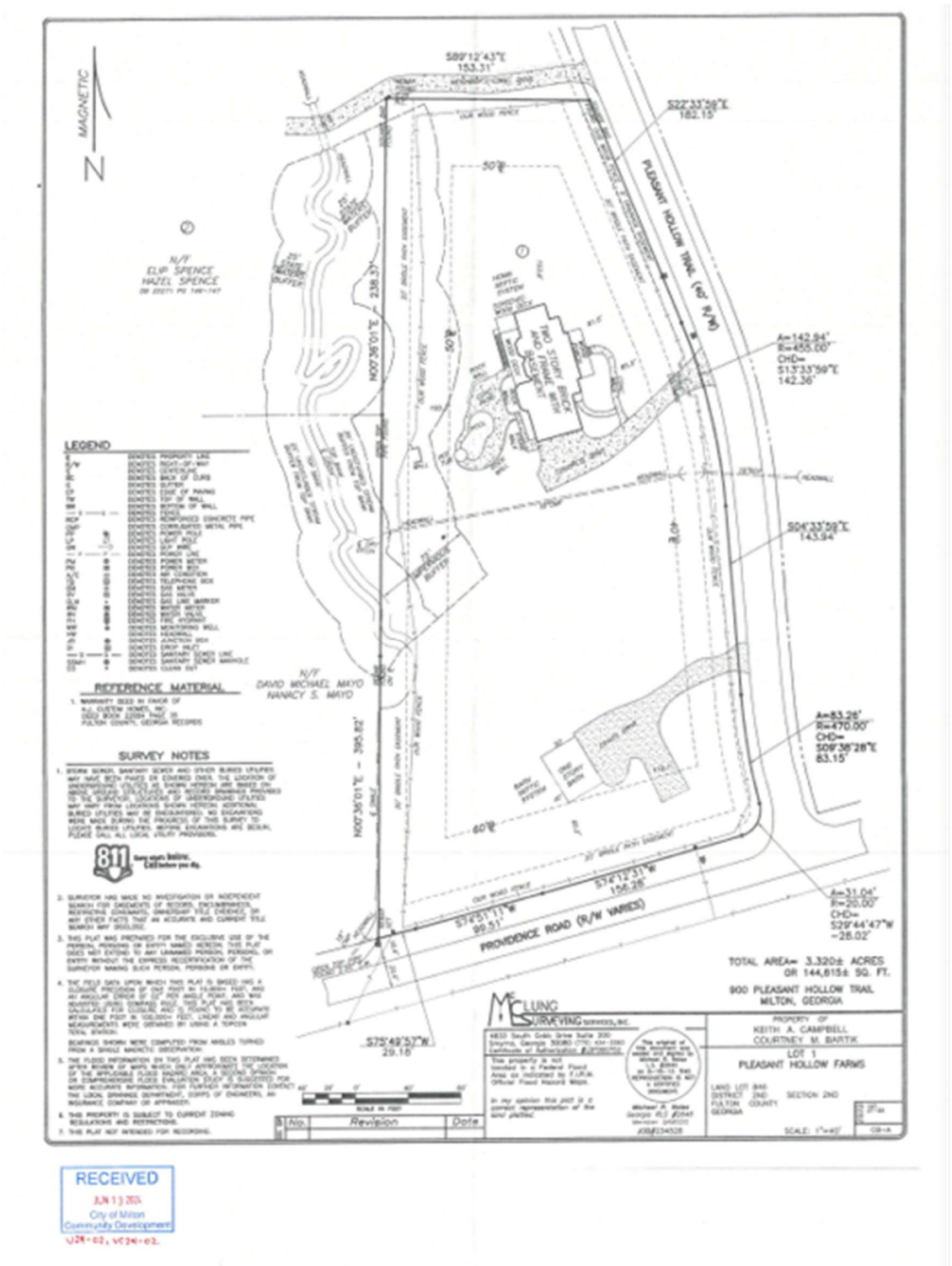
RURAL MILTON OVERLAY DISTRICT

Prepared by the Community Development Department for the
Mayor and City Council Meeting on October 7, 2024



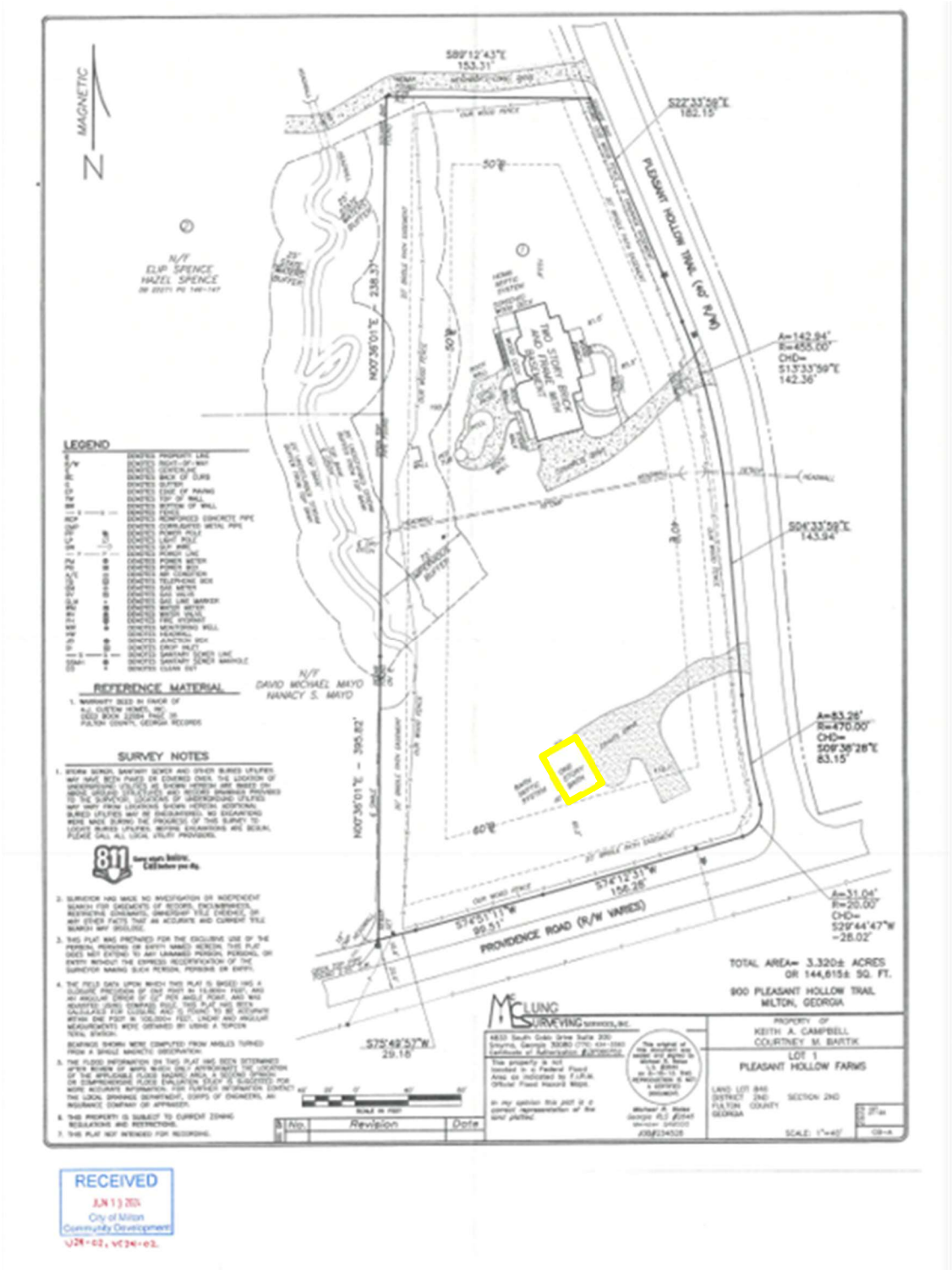
URBAN GROWTH BOUNDARY MAP

Prepared by the Community Development Department for the
Mayor and City Council Meeting on October 7, 2024



SITE PLAN SUBMITTED ON JUNE 13, 2024

Prepared by the Community Development Department for the
Mayor and City Council Meeting on October 7, 2024



SITE PLAN WITH ACCESSORY STRUCTURE HIGHLIGHTED



ACCESSORY STRUCTURE PROPOSED FOR USE PERMIT



BACK OF ACCESSORY STRUCTURE



SIDE OF ACCESSORY STRUCTURE FACING PROVDENCE ROAD (SOUTH)



SIDE OF ACCESSORY STRUCTURE FACING PRIMARY HOUSE (NORTH)

SUBJECT SITE AND BACKGROUND

The subject site contains 3.320 acres on Pleasant Hollow Trail with frontage also along Providence Road. The site currently contains a single-family home which was constructed in 1997 and an accessory structure which was built in 2002, according to Fulton County Tax Records.

The subject site is zoned AG-1 (Agricultural). The accessory structure is located on the south side of the property, closest to Providence Road and is a rustic, barn-like structure. The property is within the platted subdivision of Pleasant Hollow Farms which does not have an active Homeowners Association.

According to the applicant's letter of intent, the proposed use for the accessory structure is for a space to operate their bookbinding and leather goods business. The applicant has been in business for nearly 17 years and handmakes custom books, leather goods and various handmade goods such as vow books, albums, portfolios and menu holders. The applicant currently has 3 part time artists on staff, not including herself. The business has been located within the City of Roswell but plans to move to this location where their personal residence is located.

The applicant intends to renovate the interior of the accessory structure to suit the needs of the business and leave the exterior of the structure in its original state. There is a separate access point to the accessory structure from Pleasant Hollow Trail as well as a gravel lot adjacent to the structure. The applicant does not intend to have the studio open to the public.

In order to operate the bookbinding business out of the accessory structure on the site, the applicant is requesting a Use Permit for an "Artist Studio" at 900 Pleasant Hollow Trail.

SITE PLAN ANALYSIS
Based on the applicant's site plan submitted to the Community Development Department on June 13, 2024, Staff offers the following considerations:

DEVELOPMENT STANDARDS – SEC. 8.5.14.C – ARTIST STUDIO

Development Standards	Proposed Development
No outside storage allowed	The proposed use is entirely contained within the accessory structure.
The use must not generate traffic, sounds, smell, vibration, light, or dust that is offensive so as to constitute a nuisance.	The proposed use meets this requirement.
The artist must reside on the property.	The artist resides in the primary residence on the property.
The number of employees who can work on the premises must be determined by the City Council. When evaluating the proposed number of employees, the size of the property and buildings must be considered in proportion to the number of proposed employees and/or adjacent uses.	The applicant currently has 3-part time employees plus herself.
Only articles or goods produced, assembled, processed or manufactured on the site may be sold or exhibited in the studio or on the property.	The applicant would produce all products on site and does not plan to sell from or have customers visit the property.
When evaluating if an artist studio can be located within an accessory structure, the size of the property in proportion to the size of the accessory structure must be considered.	The proposed artist studio located in the existing accessory structure would be 1200 square feet. The property is 3.33 acres.
An accessory structure may contain bathroom facilities and running water.	The applicant intends to add a bathroom to the accessory structure.
No person may reside within the accessory structure used as a studio.	The applicant has indicated no person will reside in the accessory structure.

A studio located within the primary residence, must not exceed the smaller of 25% of the floor area of the dwelling unit or 750 square feet.	This standard is not applicable.
If applicable, hours for customers to visit the studio and deliveries are limited to 8:00 a.m. to 5:00 p.m., Monday through Saturday.	The applicant has indicated that no visitors will be allowed at the studio. Applicant has stated that working hours will be Monday – Friday, 9 a.m. to 6:00 p.m.

DEVELOPMENT STANDARDS – SEC. 6.3. RURAL MILTON OVERLAY

According to Section 6.3.1.B of the Unified Development Code, a Use Permit is considered a Commercial Type Use. The site plan indicates compliance with these standards with the exception of Parts 2, 3, and 4 of the Concurrent Variance discussed below. These standards are that the accessory structure must be designed in accordance with the predominant commercial building type (Milton UDC Section 6.3.4.H.1.a), that the structure has a ratio of openings to solids from 30% to 50% (Milton UDC Section 6.3.4.H.4.a) and the accessory structure having the same window arrangement as the side with the principal entrance(Milton UDC Section 6.3.4.H.4.e).

ENVIRONMENTAL SITE ANALYSIS

The Environmental Site Analysis (ESA) report is sufficient and satisfies the requirement of Section 12.3.3.B.1. The proposed site does contain a stream behind the primary structure but is not impacted by this requested use. The proposed site does not contain floodplains, wetlands, steep slopes, historical sites or sensitive plant and animal species.

ARBORIST COMMENTS

No comments for this Use Permit.

CITY OF MILTON FIRE MARSHAL

If approved, the structure may not be occupied without plan(s), permit(s), modification(s) to the space, and subsequent certificate of occupancy.

STORMWATER

No Comments for this Use Permit.

PUBLIC WORKS DEPARTMENT

No comments for this Use Permit.

CITY OF MILTON SEWER MAP AND URBAN GROWTH BOUNDARY

Per the City of Milton Sewer Map this site is serviced by a septic system. The applicant has indicated intent to add a bathroom to the existing accessory structure. In this case, the plans would need to be approved by Fulton County Department of Public Health prior to the issuance of the building permit, stating that the septic system can handle the additional load.

This property is located outside of the Urban Growth Boundary, meaning commercial development is not preferred.

PUBLIC INVOLVEMENT

On July 24, 2024, both of the applicants and one member of the public were present at the Community Zoning Information Meeting (CZIM) held at the Milton City Hall. The resident asked questions about the procedures of a use permit and if the use permit would be tied to this property in perpetuity.

PUBLIC PARTICIPATION REPORT

The applicant held their public participation meeting on August 8, 2024, in the subject accessory structure at 900 Pleasant Hollow Trail. Seven (7) members of the public were in attendance to learn more about the proposed Use Permit. The citizen's primary concerns regarded the potential future use of the property if/when the applicant was to move. The applicant and the citizens then sat down and drafted some conditions for the property which can be seen below:

1. Artist studio shall only be allowed to produce small-scale, handmade art including books, leather goods, paper goods, jewelry, pottery, painting and sewn goods.
2. Artist studio shall not be open to the public at any time
3. No signage (other than necessary address indication for mail) shall be permitted on the property for the art studio.
4. Art studio shall at no time have more than 3-part time employees
5. Owner of the studio must reside on property

Staff has incorporated the above conditions, except number 5 since that is a requirement of the Use Permit, into the zoning conditions.

CITY OF MILTON DESIGN REVIEW BOARD COURTESY REVIEW – AUGUST 6, 2024

Comments from the Board:

The Design Review Board discussed the proposal and recommended approval with the following comments:

Keep the accessory structure exactly the same from the outside and if the design changed significantly during the permitting or construction process, have it come back before them for review.

Public Comment at the Design Review Board:
Two members of the public gave public comment at the Design Review Board Meeting. One had the comment read aloud and commented on the desire for the property to remain zoned AG-1 or agricultural but was otherwise in favor of the use.

The other spoke in support of the artist studio but implored the board to add guardrails to ensure the artist studio definition is limited because so many things can be constituted as an "artist studio".

CITY OF MILTON PLANNING COMMISSION – AUGUST 28, 2024
The applicants spoke at the August 28, 2024 Planning Commission Meeting and one member of the public gave public comment. The public comment inquired if the applicant would be allowed to host events, classes, or similar activities in the "Artist Studio" and cautioned the Board to consider conditions which would restrict those events. The Planning Commission discussed and determined that the Staff recommended condition of "not open to members of the public" would sufficiently cover these concerns. The Planning Commission recommended approval (4-0 with Commissioner Shah recusing) of the Use Permit for an Artist Studio and Concurrent Variance Part 1-4 with the conditions recommended by Staff.

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 Section 12.5.2.E of the Unified Development Code: Use Permit Considerations. Staff has 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 development is located in the Agriculture, Equestrian, Estate Residential (AEE) land use category on the City of Milton Future Land Use 2040 Plan. The proposed Use Permit for an "Artist Studio" is permitted within AG-1 Zoning with Mayor and City Council Approval. Additionally, the 2040 Comprehensive Plan has an Economic

Development policy which states "We will support programs that retain, expand and create businesses that provide a good fit for our community's economy in terms of job skills required and links to existing businesses to locate them appropriately within the city".

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

The subject site is compatible with the adjacent and nearby land uses and zoning: the Providence Baptist Church operating to the south of the subject property, residential development to the west and large lot residential development to the North and East. In addition, along this portion of Providence Road, there is the ColLab (which provides after-school and summer classes) and the Union Restaurant. The parcel that contains the ColLab is Zoned O-1 (RZ11-13/VC11-02 on June 20, 2011) and the Union Restaurant parcel is Zoned C-1 from Z77-10 which was approved April 6, 1977. There is an additional parcel located at 14375 Providence Road which does not have any active business located on the site currently but is zoned C-1 and AG-1 from RZ11-14/VC11-03 which was approved August 15, 2011.

For this use, Staff proposes to limit the type of activity to be compatible with the residential setting of the subject site. In addition, Staff has included recommending the days and hours of operation to Monday through Friday, 9:00 a.m. to 6:00 p.m.; restrict the hours of delivery to Monday- Friday from 8:00 a.m. to 6:00 p.m.; to restrict the number of employees to 4; and no walk-in retail sales may occur on the subject property. By including these conditions, the Use Permit will be compatible with the surrounding residential uses and less intensive than the nearby non-residential uses.

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

The proposed use does not appear to violate any ordinances or regulations governing land development if the concurrent variances are approved.

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

The proposed use should have minimum effect on traffic flow or vehicular and pedestrian use of adjoining streets. The applicant has indicated that

there are 3 part time employees and herself and all pickup/deliveries are achieved through residential shipping means.

5. The location and number of off-street parking spaces:
The off-street parking is located in an existing gravel lot, which is screened from both Providence Road and Pleasant Hollow Trail. This parking will be utilized by employees only, as no commercial visitors have been requested as part of this Use Permit.

6. The amount and location of open space:
The creek buffers to the rear of the primary structure provide a large amount of open space on the property. The area between the primary structure and the accessory structure is undeveloped and primarily grass yard. The lot is 3.33 acres, providing ample open space.

7. Protective screening:
There is a large amount of protective screening to the west adjacent to the Hawthorne Manor subdivision. A perennial stream is located along the western property line which requires a 50-foot undisturbed buffer and 25-foot non- improvement setback. In addition, the lot is screened with existing trees along Providence Road and Pleasant Hollow Trail.

8. Hours and manner of operation:
Monday – Friday 9:00 am – 6:00 pm

It is Staff's opinion that the above-mentioned hours and days of operation are reasonable for the proposed used and will be included in the Recommended Conditions.

9. Outdoor lighting:
The applicant has not indicated any additional lighting on the site. If lighting is proposed, it must comply with the Rural Milton Overlay District pursuant to Section 6.3.4.F. of the Milton Unified Development Code.

10. Ingress and egress to the property.
The accessory structure has an existing entrance separate from the primary structure. This entrance has an existing gate, drive, and gravel lot which provides adequate ingress, parking and egress from the subject structure.

CONCURRENT VARIANCE REQUESTS

A variance must be based upon credible evidence submitted at a public hearing compliance with 1 through 4 of the following:

(1) Relief, if granted, would not offend the spirit or intent of this zoning ordinance.
(2) There are such extraordinary and exceptional situation or conditions pertaining to the particular piece of property that the literal or strict application of this zoning ordinance would create an unnecessary hardship due to size, shape or topography or other extraordinary and exceptional situations or conditions not caused by the variance applicant.
(3) Relief, if granted would not cause a substantial detriment to the public good and surrounding properties.
(4) That the public safety, health and welfare are secured and that substantial justice is done.

Part 1: To allow the existing accessory structure to remain in front of the primary residential structure (Milton Unified Development Code – Section 3.1.4)

The applicant is requesting the above-described concurrent variance to allow the accessory structure to remain in its current location, in front of the primary structure. Although the primary residence faces Pleasant Hollow Trail, the frontage of the property is located on the shortest side, Providence Road. This places the accessory structure in front of the primary structure. This accessory structure has been in this spot for more than 20 years, since before the establishment of the City of Milton. It provides a bucolic viewshed from Providence Road and is buffered from the road by vegetation. Based upon these facts, Staff's recommendation is that if this request is granted, it would not offend the spirit or intent of this zoning ordinance.

Since this structure is currently existing, relief would not cause a substantial detriment to the public good and surrounding properties and that the public safety, health and welfare are secure and substantial justice is done. Therefore, Staff recommends **APPROVAL CONDITIONAL of U24-02 Part 1.**

Part 2: To allow the existing accessory structure to remain as is, without being designed in accordance with the predominant commercial building types (Milton Unified Development Code – Section 6.3.4.H.1.a)

The applicant is requesting the above-described concurrent variance to allow the existing accessory structure to remain as is, without designing it like the predominant commercial building types. The accessory structure has been located in its current location for more than 20 years, along Providence Road. The structure provides a rural and rustic feel, compatible with other structures on both Pleasant Hollow Trail and Providence Road. If the applicant were to update the structure to match the predominant commercial building types, the structure would look and feel more out of place than it currently does. Based upon these facts, Staff's recommendation is that if this request is granted, it would not offend the spirit or intent of this zoning ordinance.

The applicant intends to keep the exterior of the accessory structure exactly as it currently looks and perform all updates to the interior of the structure. The accessory structure currently has a rustic, barn-like feel which is a desired architectural style in the Rural Milton Overlay. To update the exterior to a predominant commercial building type would be to lose the spirit and intent of the Rural Milton Overlay District, which creates an exceptional situation. Therefore, it is Staff's recommendation that because of these facts, there are extraordinary and exceptional situations or conditions pertaining to this piece of property that the literal or strict application of the zoning ordinance creates an unnecessary hardship due to size, shape, and the floodplain not caused by the applicant.
Relief would not cause a substantial detriment to the public good and surrounding properties and that the public safety, health and welfare are secure and substantial justice is done if approved with the following conditions. Therefore, Staff recommends **APPROVAL CONDITIONAL of U24-02 Part 2.**

Part 3: To allow the existing accessory structure to remain as is, without having a ratio of openings to solids from 30% to 50%. (Milton Unified Development Code – Section 6.3.4.H.4.a)

The applicant is requesting the above-described concurrent variance to allow the existing accessory structure to remain as is, without having a ratio of openings to solids from 30% to 50%. The accessory structure has been located in its current location for more than 20 years, along Providence Road. The structure provides a rural and rustic feel, compatible with other structures on both Pleasant Hollow Trail and Providence Road. If the applicant were to update the structure to include more openings, the structure would look and feel more out of place than it currently does. It currently provides a rustic and rural feel, which would be impacted if the exterior changes were made. Based upon these facts,

Staff's recommendation is that if this request is granted, it would not offend the spirit or intent of this zoning ordinance.

The applicant intends to keep the exterior of the accessory structure exactly as it currently looks and perform all updates to the interior of the structure. The accessory structure currently has a rustic, barn-like feel which is a desired architectural style in the Rural Milton Overlay. To update the exterior to a include more windows and openings would be to lose the spirit and intent of the Rural Milton Overlay District, which creates an exceptional situation. Therefore, it is Staff's recommendation that because of these facts, there are extraordinary and exceptional situations or conditions pertaining to this piece of property that the literal or strict application of the zoning ordinance creates an unnecessary hardship due to size, shape, and the floodplain not caused by the applicant. Relief would not cause a substantial detriment to the public good and surrounding properties and that the public safety, health and welfare are secure and substantial justice is done if approved with the following conditions. Therefore, Staff recommends **APPROVAL CONDITIONAL of U24-02 Part 3.**

Part 4: To allow the existing accessory structure to remain as is, without the existing accessory structure having the same window arrangement as the side with the principal entrance. (Milton Unified Development Code – Section 6.3.4.H.4.e)

The applicant is requesting the above-described concurrent variance to allow the existing accessory structure to remain as is, without changing or adding windows to the exterior to match the principal entrance. The accessory structure has been located in its current location for more than 20 years, along Providence Road. The structure provides a rural and rustic feel, compatible with other structures on both Pleasant Hollow Trail and Providence Road. If the applicant were to update the structure to include additional windows, the structure would look and feel more out of place than it currently does. It currently provides a rustic and rural feel, which would be impacted if the exterior changes were made. Based upon these facts, Staff's recommendation is that if this request is granted, it would not offend the spirit or intent of this zoning ordinance.

The applicant intends to keep the exterior of the accessory structure exactly as it currently looks and perform all updates to the interior of the structure. The accessory structure currently has a rustic, barn-like feel which is a desired architectural style in the Rural Milton Overlay. To update the exterior to a include more windows and openings would be to lose the spirit and intent of the Rural

Milton Overlay District, which creates an exceptional situation. Therefore, it is Staff's recommendation that because of these facts, there are extraordinary and exceptional situations or conditions pertaining to this piece of property that the literal or strict application of the zoning ordinance creates an unnecessary hardship due to size, shape, and the floodplain not caused by the applicant. Relief would not cause a substantial detriment to the public good and surrounding properties and that the public safety, health and welfare are secure and substantial justice is done if approved with the following conditions. Therefore, Staff recommends **APPROVAL CONDITIONAL of U24-02 Part 4.**

CONCLUSION

The proposed artist studio, if developed with the recommended conditions, is a permitted use, with a use permit in AG-1 (Agricultural) zoning district and intends to occupy an existing accessory structure which is architecturally appropriate for the Rural Milton Overlay District. Therefore, Staff recommends **APPROVAL CONDITIONAL of U24-02 and VC24-02, Parts 1 through 4** for an "Artist Studio" Use Permit.

RECOMMENDED CONDITIONS

If this petition is approved by the Mayor and City Council, it should be a Use Permit for an Artist Studio (8.5.14.C) subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated 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 of the subject property to an Artist Studio for books, leather goods, paper goods, jewelry, pottery, painting, sewn goods or other similar arts as approved by the Community Development Director.
   b) Restrict the hours of operation to Monday – Friday from 9 a.m. to 6:00 p.m.
   c) Restrict the hours of delivery to Monday- Friday from 8:00 a.m. to 6:00 p.m.
   d) Restrict the number of employees to 4.
   e) No walk-in retail sales may occur on the subject property.
   f) No signage shall be permitted on the property for the art studio.

2) To the owner's agreement to abide by the following:
   a) Substantial compliance with the Site Plan submitted to the Community Development Department on June 13, 2024, and 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 Zoning Ordinance, all other applicable city ordinances, and these conditions. 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 the issuance of the first Certificate of Occupancy.

3) To the owner's agreement to abide by the following requirements, dedication, and improvements:
   a) That all construction complies with the Chief Building Official and Fire Marshal requirements for the structure.

CONCURRENT VARIANCE (VC24-02)

(1) To allow the existing accessory structure to remain in front of the primary residential structure (VC24-02, Part 1)

(2) To allow the existing accessory structure to remain as is, without being designed in accordance with the predominant commercial building types. (VC24-02, Part 2)

(3) To allow the existing accessory structure to remain as is, without having a ratio of openings to solids from 30% to 50%. (VC24-02, Part 3)

(4) To allow the existing accessory structure to remain as is, without the existing accessory structure having the same window arrangement as the side with the principal entrance. (VC24-02, Part 4)

ORDINANCE NO._____
PETITION NO. U24-02/VC24-02

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR A USE PERMIT FOR An "ARTIST STUDIO" (8.5.14.C) LOCATED AT 900 PLEASANT HOLLOW TRAIL

BE IT ORDAINED by the City Council for the City of Milton, Georgia while in regular session on October 7, 2024, at 6:00 p.m. as follows:

SECTION 1. That the Zoning Ordinance of the City of Milton be amended, so that the following property located at 900 Pleasant Hollow Trail consisting of a total of approximately 3.320 acres as described in the legal description attached hereto as Exhibit "A", be approved for a Use Permit for an Artist Studio subject to the Conditions of Approval described in Exhibit "B"; and

SECTION 2. That the Artist Studio listed in the attached conditions of the approval, be approved under the provisions in Article 5.1 of the Unified Development Code of the City of Milton; and

SECTION 3. That the Concurrent Variance (VC24-02) be approved as described in Exhibit "C"; and

SECTION 4. That the property shall be developed in compliance with the Conditions of Approval as described as attached; provided that no uses or conditions hereby approved (including any site plan) shall authorize the violation of any district regulations or other zoning regulations other than as authorized by the Concurrent Variance as described in Exhibit "C" approved hereby; and

SECTION 5. That all ordinances or part of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 6. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 7th day of October, 2024.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description
Lot 1 – Pleasant Hollow Farms
(900 Pleasant Hollow Trail, Milton, Georgia)

All that tract or parcel of land lying and being in Land Lot 846 of the 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the northern end of the curved intersection of the northerly right-of-way line of Providence Road (variable right-of-way width) with the westerly right-of-way line of Pleasant Hollow Trail (40' right-of-way); thence run southwesterly along the arc of said curved intersection and along an arc of a curve to the left an arc distance of 31.04 feet to a point at the southerly end of said curved intersection (said arc being subtended by a chord bearing south 29 degrees 44 minutes 47 seconds west a distance of 28.02 feet and having a radius of 20.00 feet); thence run south 74 degrees 12 minutes 31 seconds west along said northerly right-of-way line of Providence Road a distance of 156.28 feet to a point; thence run south 74 degrees 51 minutes 11 seconds west along said northerly right-of-way line of Providence Road a distance of 99.51 feet to a point; thence run south 75 degrees 49 minutes 57 seconds west along said northerly right-of-way line of Providence Road a distance of 29.18 feet to a rebar set; thence leaving said northerly right-of-way line of Providence Road, run north 00 degrees 36 minutes 01 second east a distance of 395.82 feet to an open top pipe found; thence run north 00 degrees 36 minutes 01 second east a distance of 238.37 feet to a square bar found; thence run south 89 degrees 12 minutes 43 seconds east a distance of 153.31 feet to a square bar found on said westerly right-of-way line of Pleasant Hollow Trail; thence run south 22 degrees 33 minutes 59 seconds east along said westerly right-of-way line of Pleasant Hollow Trail a distance of 182.15 feet to a point; thence continuing in a southerly direction along said westerly right-of-way line of Pleasant Hollow Trail along the arc of a curve to the right a distance of 142.94 feet to a point (said arc being subtended by a chord bearing south 13 degrees 33 minutes 59 seconds east and having a chord distance of 142.36 feet and a radius of 455.00 feet); thence run south 04 degrees 33 minutes 59 seconds east along said westerly right-of-way line of Pleasant Hollow Trail a distance of 143.94 feet to a point; thence continuing in a southerly direction along said westerly right-of-way line of Pleasant Hollow Trail along the arc of a curve to the left a distance of 83.26 feet to a point located at the northern end of the curved intersection of said northerly right-of-way line of Providence Road with said westerly right-of-way line of Pleasant Hollow Trail and the POINT OF BEGINNING (said arc being subtended by a chord bearing south 09 degrees 38 minutes 28 seconds east and having a chord distance of 83.15 feet and a radius of 470.00 feet); said tract containing 3.320± acres, being Lot 1 Pleasant Hollow Farms Subdivision, as per plat recorded in Plat Book 193, Page 27, as revised in Plat Book 339, Page 142, Fulton County, Georgia Records.

RECEIVED
JUN 13 2024
City of Milton
Community Development

FILE COPY

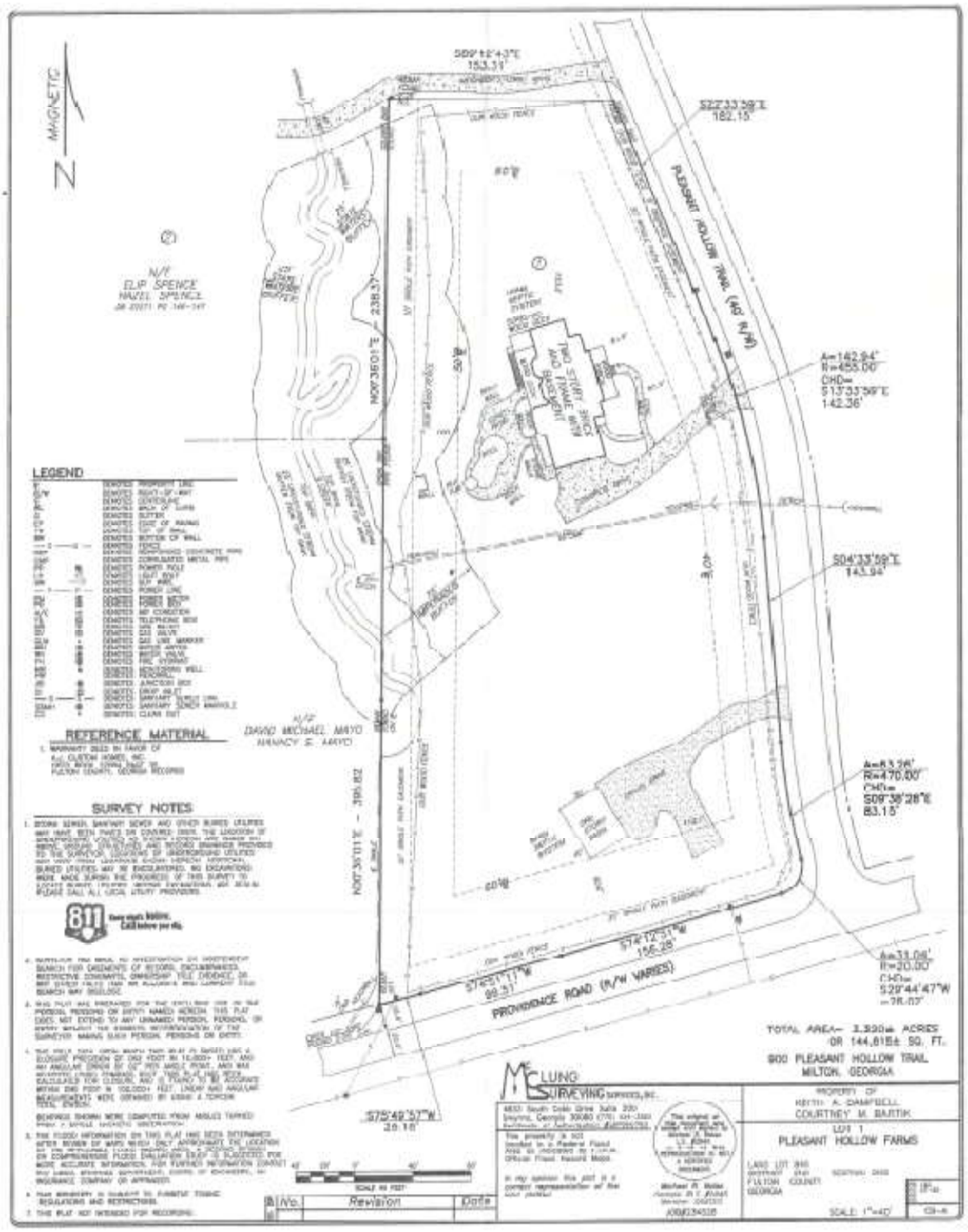
EXHIBIT "B"
CONDITIONS OF APPROVAL

Property located at 900 Pleasant Hollow Trail for a Use Permit for an Artist Studio (8.5.14.C) subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated 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 of the subject property to an Artist Studio for books, leather goods, paper goods, jewelry, pottery, painting, sewn goods or other similar arts as approved by the Community Development Director.
   b) Restrict the hours of operation to Monday – Friday from 9 a.m. to 6:00 p.m.
   c) Restrict the hours of delivery to Monday- Friday from 8:00 a.m. to 6:00 p.m.
   d) Restrict the number of employees to 4.
   e) No walk-in retail sales may occur on the subject property.
   f) No signage shall be permitted on the property for the art studio.

2) To the owner's agreement to abide by the following:
   a) Substantial compliance with the Site Plan submitted to the Community Development Department on June 13, 2024, and 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 Zoning Ordinance, all other applicable city ordinances, and these conditions. 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 the issuance of the first Certificate of Occupancy.
3) To the owner's agreement to abide by the following requirements, dedication, and improvements:
   a) That all construction complies with the Chief Building Official and Fire Marshal requirements for the structure.

SITE PLAN SUBMITTED JUNE 13, 2024



RECEIVED
JUN 13 2024
City of Milton
Community Development
U24-02, VC24-02

EXHIBIT "C"
APPROVED CONCURRENT VARIANCE (VC24-02)

(1) To allow the existing accessory structure to remain in front of the primary residential structure (VC24-02, Part 1)

(2) To allow the existing accessory structure to remain as is, without being designed in accordance with the predominant commercial building types. (VC24-02, Part 2)

(3) To allow the existing accessory structure to remain as is, without having a ratio of openings to solids from 30% to 50%. (VC24-02, Part 3)

(4) To allow the existing accessory structure to remain as is, without the existing accessory structure having the same window arrangement as the side with the principal entrance. (VC24-02, Part 4)

MILTON
ESTABLISHED 2006

To: Honorable Mayor and City Council Members

From: Bernadette Harvill, Deputy City Manager

DocuSigned by:
Bernadette Harvill
ED09D88B47F7499...

Date: Submitted on August 29, 2024 for First Presentation and First Public Hearing on the September 4, 2024 Regular Council Meeting and Unfinished Business and Second Public Hearing on the September 16, 2024 Regular Council Meeting

Agenda Item: Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt the Fiscal 2025 Budget for Each Fund of the City of Milton, Georgia Appropriating the Several Items of Revenue Appropriations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available

---

Overview and Financial Highlights:

Please find the presentation of the proposed FY 2025 Budget Book enclosed.

The City will be submitting the completed budget book to the Government Finance Officers Association (GFOA) for consideration through the Distinguished Budget Presentation Award Program and has 90 days from the adoption of the budget to complete the book and submit it for review. The City was successful in obtaining this award in FY 2019 through FY 2024, including special recognition for our performance measures and strategic goals & strategies this past year, and has expectations that this year's budget book will be successful as well.

The FY 2025 Budget Book will include all the features that Milton citizens and stakeholders have become accustomed to seeing and will feature the enhanced performance measures that were implemented last fiscal year. These performance measures aim to provide objective measures of progress toward accomplishing Milton's mission, the priorities set out in Strategic Plan 2021-2025, and the goals and objectives identified by each department.

The enclosed presentation includes all the data required to transparently explain the proposed budget from ongoing operations and new initiatives as well as the Executive Summary and financial policies and procedures that guide budgetary operations. The official Budget Book will contain additional contextual information and supporting features that explain how Milton goes about making its budgetary decisions that will assist citizens in a better understanding of Milton's budget process, financial policies, and practices. Please note, no material changes to figures, variances, or explanations will change without direction from Mayor & Council or the City Manager at this point.

Any changes will be disclosed in a transparent and clear manner at the second public hearing to be held on September 16, 2024 before the Council makes a motion to adopt the budget.

Concurrent Review: Steve Krokoff, City Manager

DocuSigned by:
Stacey Inglis
BD7A72CDFFA440F...

Attachment(s):
Ordinance FY 2025 Proposed Budget
Fiscal Year 2025 Proposed Budget (Exhibit A)

MILTON

ESTABLISHED 2006

City of Milton, Georgia
Fiscal Year 2025 Proposed
Budget Public Hearing
Presentation September 16, 2024

Introduction and Overview

City Location & Key Demographics

CITY HALL

2006 Heritage Walk,
Milton, Georgia 30004
678.242.2500

cityofmiltonga.us

Hours of Operation
8:30 a.m. to 5:00 p.m.



The City of Milton is a suburban city located in the northern most portion of Fulton County, Georgia, just 31 miles from downtown Atlanta. Following a July 2006 referendum where 85 percent of Milton voters overwhelmingly approved cityhood, the City officially incorporated on Dec. 1, 2006. The City has been recognized nationally for its high quality of life, most recently being identified as the "Best City to Live in Georgia" by financial news and opinion website 24/7 Wall St. Milton has also consistently ranked among the top five safest cities in Georgia.

Executive Summary

The City of Milton's Fiscal Year 2025 proposed budget is based on anticipated citywide revenue collections of $70.6 million. The City's budget is comprised of one general fund, seven special revenue funds, and six capital projects funds.

- General Fund
- Special Revenue Funds
  - Special Events Fund
  - Opioid Settlement Fund
  - Confiscated Assets Fund
  - E-911 Fund
  - Operating Grant Fund
  - American Rescue Plan Act Fund
  - Hotel/Motel Tax Fund
- Capital Projects Funds
  - Capital Projects Fund (Primary)
  - Greenspace Bond Fund
  - TSPLOST Fund
  - Capital Grant Fund
  - Impact Fee Fund
  - Revenue Bond Fund

General Fund Overview

The General Fund, the City's main operating fund, includes $47.2 million in projected revenues or 66.9% of the citywide total. This represents a $1,530,145 or 3.3% increase in operating revenues (excluding operating transfers in and budgeted fund balance) as compared to the Fiscal Year 2024 amended budget. This increase is primarily a result of anticipated revenues coming in higher than FY 2024 for current year real property taxes ($1,059,034), local option sales tax revenue anticipations ($700,000), and projections for insurance premium taxes ($192,500).

Key General Fund Revenue Facts:

- The FY 2025 maintenance & operating (M&O) millage rate is 4.389 mills. This rate represents maintaining the same M&O millage rate as last year.
- Property taxes for the 2024 calendar year will fund the FY 2025 budget.
- The budget anticipates $425,551 in revenues that exceed forecasted spending. These funds will contribute to the City's required minimum unassigned fund balance of twenty-five percent (25%) of the subsequent year's budgeted revenues – Revenues for fiscal year 2026 are forecasted at $49.1 million (please see Milton's five-year operating projections for more details).
- Local Option Sales Tax (LOST) is the City's second largest revenue source after property taxes. This revenue source is economically driven, and staff takes this into account when forecasting anticipations each year. Distribution negotiations were finalized in December 2022 and Milton has updated forecasts for this revenue source based on the City's negotiated share of the revenues as well as current collections and economic forecasts. Our commitment to conservative

forecasting led us to the project growth of $700,000 based on those recent collections and trends and anticipated economic conditions (taking inflation and spending trends into consideration).

- In FY 2024, operating transfers in accounted for a reimbursement to the General Fund for American Rescue Plan Act (ARP) Act eligible expenses and earned interest to-date ($406,809) and funding from the impact fees fund to reimburse eligible expenses associated with constructing the Public Safety Complex ($15,500) as well as staff time related to impact fee administration ($30,000). With the exception of the impact fee transfers, these are one-time revenue transfers that will not recur in FY 2025.

General Fund Revenues (Excluding Interfund Transfers)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES				
Taxes	$ 39,596,366	$ 41,903,872	$ 2,307,506	5.8
Licenses & Permits	1,502,174	1,473,875	(28,299)	(1.9)
Intergovernmental Revenues	10,540	5,000	(5,540)	(52.6)
Charges for Services	690,043	676,942	(13,101)	(1.9)
Fines & Forfeitures	750,000	787,500	37,500	5.0
Investment Income	2,685,709	2,085,240	(600,469)	(22.4)
Contributions & Donations	22,000	-	(22,000)	(100.0)
Miscellaneous Revenue	408,637	260,953	(147,684)	(36.1)
Proceeds From Sale Of Assets	47,768	50,000	2,232	4.7
TOTAL REVENUES	**$ 45,713,237**	**$ 47,243,382**	**$ 1,530,145**	**3.3**

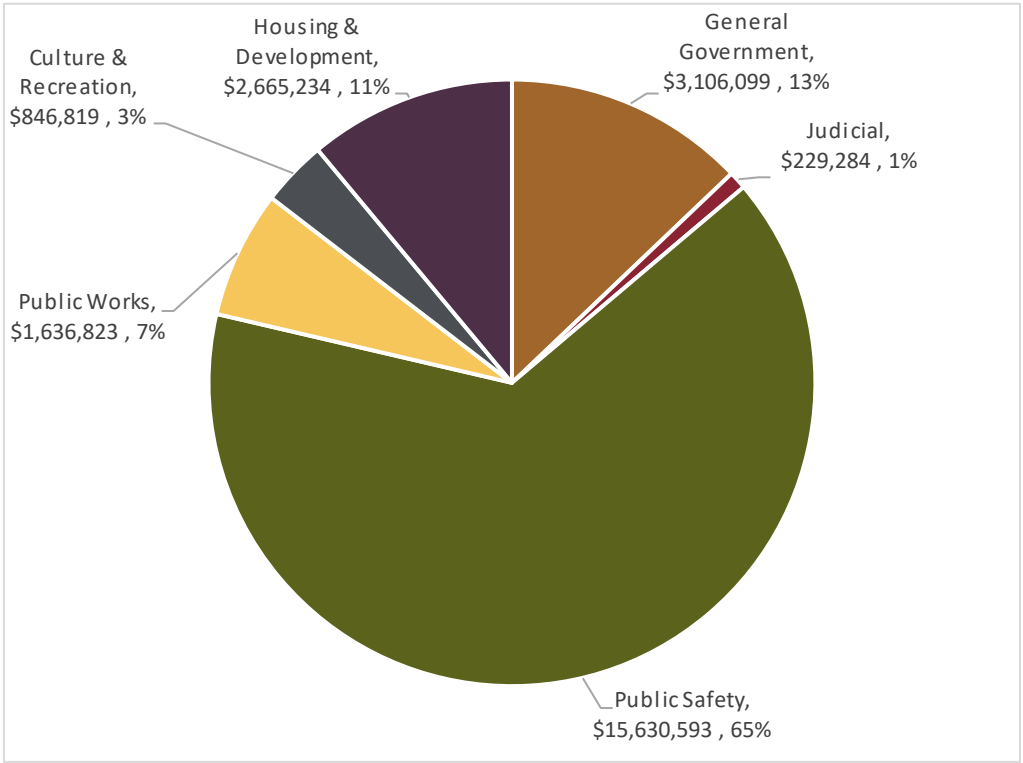
Key General Fund Expenditure Facts:

- Milton's Mayor and Council passed a new strategic plan in March 2021. Strategic Plan 2021-2025 has been instrumental in guiding decision-making throughout the FY 2022, FY 2023, FY 2024, and FY 2025 budget processes. All new initiatives tie back directly to one of the three Strategic Priorities set out in the plan and furthermore to the goals outlined under each priority. This ensures that all requests are aimed at fulfilling the initiatives set out in the planning process which involved community input, stakeholder meetings, Council work sessions, and dedicated staff time, all guided by our partners at BerryDunn.
- Year-over-year expenditure requests for continuing operations (including the required 1% contingency) have increased by approximately 9.8% -- including the requested market adjustments to salaries explained in detail below.
- The Salaries and Employee Benefits category (excluding new position requests) increased $1,579,251, or 7%, year-over-year. Primary contributors to this increase include a budgeted source of funding to address market adjustments based on a compensation and classification study that the City is undergoing with the

assistance of industry experts, Evergreen Solutions, LLC. The budget is based on an average of 5% to be distributed based on the findings of the study. The impact of this request, inclusive of salary-dependent benefits, is approximately $857,107, of which $736,119 is attributable to salaries & wages. The 5% placeholder is based on the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) state and local government wages and salaries figures that were reported in March 2024.

Salaries and benefits make up the largest portion of the maintenance & operating budget. At $24,114,852 for continuing operation and $847,359 (excludes $120,000 for the GIS Manager position that will be covered by savings on the City's managed services contract) for new initiatives, salaries and benefits are 53% of expenditures including interfund transfers and 67% when excluding those same transfers. (M & O initiatives related to salaries and benefits will be discussed in detail later.)

The City's Personal Services and Employee Benefits costs break down across functions as follows:



- Operating expenditures – excluding personnel costs, debt service, contingency, and new initiatives – total $11,920,133. This is approximately $1,294,472 or 12.2% higher than FY 2024's amended budget. The most significant drivers of this increase include:

  - The Fire Department, along with the other North Fulton Cities, has joined an agreement with American Medical Response (AMR) to improve EMS response times. Milton's share of the subsidy began in July 2024 and will be budgeted for a full year in FY 2025 resulting in an increase of $126,367 year-over-year.
  - The Police Department has moved to a new vendor for in-car, body worn, and surveillance cameras that will provide enhanced capabilities resulting in a $103,000 increase in FY 2025.
  - The Finance Department will also incur a full year of maintenance contract costs associated with the priority based budgeting software and new enterprise resource planning software which will be $83,000 more than what was incurred in FY 2024.
  - A more in-depth analysis of variances year-over-year can be found in the General Fund department pages of this report.
- Transfers out of the General Fund include $1,649,525 to the Revenue Bond Fund to cover debt service payments due on the 2019 series revenue bond, $39,532 to the Special Events Fund to supplement funding from the Hotel/Motel Tax Fund to provide city sponsored events throughout the year, and $7,677,455 to the Capital Projects Fund for projects funded through the City's pay-as-you-go funding program. Milton's capital projects have historically been funded utilizing this strategy in an effort to keep debt at a minimum. Overall transfers to the Capital Projects Fund are down 40.9% from FY 2024's amended budget.
  The main contributing factor to this decrease relates to one-time transfers that were approved through the FY 2024 budget amendment process. Milton's conservative budgeting and responsible spending in the General Fund, coupled with higher than anticipated revenues which resulted in a fund balance in excess of required reserves. This excess fund balance was allocated to existing one-time projects as required by law through an increase to the original FY 2024 operating transfer out to the Capital Projects Fund in the amount of $5.9 million. Transferred funds were allocated among several projects including: planning, design, and construction of Fire Station 45 forecasted to be more expensive than anticipated as a result of inflation that has not subsided in the construction industry ($2,000,000), land acquisition opportunities ($3,350,000), pavement management costs ($319,991), funding for the Deerfield Implementation Plan ($189,467), the transfer of proceeds from the sale of a 2007 Pierce Pumper ($41,000) and funding for the purchase and implementation of a gate at the PSC ($19,533) (please see the City's published budget amendments for Fiscal Year 2024 for additional details.

General Fund Expenditures by Function (Excluding Interfund Transfers)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
EXPENDITURES BY FUNCTION				
General Government	$ 6,690,847	$ 6,753,858	$ 63,011	0.9
Judicial	486,384	550,565	64,181	13.2
Public Safety	17,588,682	19,321,783	1,733,101	9.9
Public Works	3,556,146	3,828,371	272,225	7.7
Culture & Recreation	2,251,248	2,627,827	376,579	16.7
Housing & Development	2,587,955	2,952,581	364,626	14.1
Contingency	-	371,256	371,256	-
M&O Initiatives	-	1,090,578	1,090,578	-
TOTAL EXPENDITURES	**$ 33,161,262**	**$ 37,496,819**	**$ 4,335,557**	**13.1**

General Fund Expenditures by Category

(Excluding Interfund Transfers and New Initiatives)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS				
Salaries & Wages	$ 16,599,990	$ 17,709,358	$ 1,109,368	6.7
Employee Benefits	5,935,611	6,405,494	469,883	7.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 22,535,601**	**$ 24,114,852**	**$ 1,579,251**	**7.0**
MAINTENANCE & OPERATIONS				
Professional Services	$ 1,741,256	$ 1,693,618	$ (47,638)	(2.7)
Property Services	1,728,607	2,224,274	495,667	28.7
Other Purchased Services	4,658,563	5,138,048	479,485	10.3
Supplies	643,300	805,498	162,198	25.2
Utilities	767,319	794,756	27,437	3.6
Fuel	223,442	241,893	18,451	8.3
Capital Outlay	853,774	1,012,845	159,071	18.6
Other Costs	9,400	9,200	(200)	(2.1)
TOTAL MAINTENANCE & OPERATIONS	**$ 10,625,661**	**$ 11,920,133**	**$ 1,294,472**	**12.2**
OTHER COSTS				
Contingency	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ 371,256**	**$ 371,256**	**-**
TOTAL EXPENDITURES	**$ 33,161,262**	**$ 36,406,241**	**$ 3,244,979**	**9.8**

Maintenance & Operating (M & O) Initiative Highlights:

All new initiatives tie back to one of three strategic priorities set by the Mayor and Council in Strategic Plan 2021-2025. With this in mind, Staff has proposed new staffing initiatives in different departments. Workload volume has increased over the years in these areas and the related requests will address the growth that has been seen as well as dedicating a resource to the tasks that are currently being split up across several existing positions. The position requests include:

- A part-time Records Clerk in the City Clerk Department;
- The reclassification of a part-time Accounts Payable Specialist to a full-time Finance Analyst and the request for a full-time Payroll and Benefits Analyst in Finance;
- The request for an Applications Administrator and bringing the GIS Manager in-house (this will result in a net savings for the City) in Information Services;
- A Special Investigations Detective in Police that will serve in a task force with officers from Johns Creek and Forsyth County;
- A part-time Outreach & Events Coordinator and full-time Parks Manager in Parks& Recreation (Active)

Additionally, Fire has requested the staffing of Fire Station 45 beginning in July 2024 and one firefighter position to balance the current shifts.

Please see the detailed requests associated with all new M&O Initiatives beginning on page XX.

Special Revenue Funds Overview

The City adopts annual budgets for each Special Revenue Fund that demonstrate any legally restricted revenue sources and anticipates activity in the given year. In FY 2025, $3 million in anticipated revenues are attributable to the five Special Revenue Funds with budgeted appropriations (excluding interfund transfers in and budgeted fund balances).

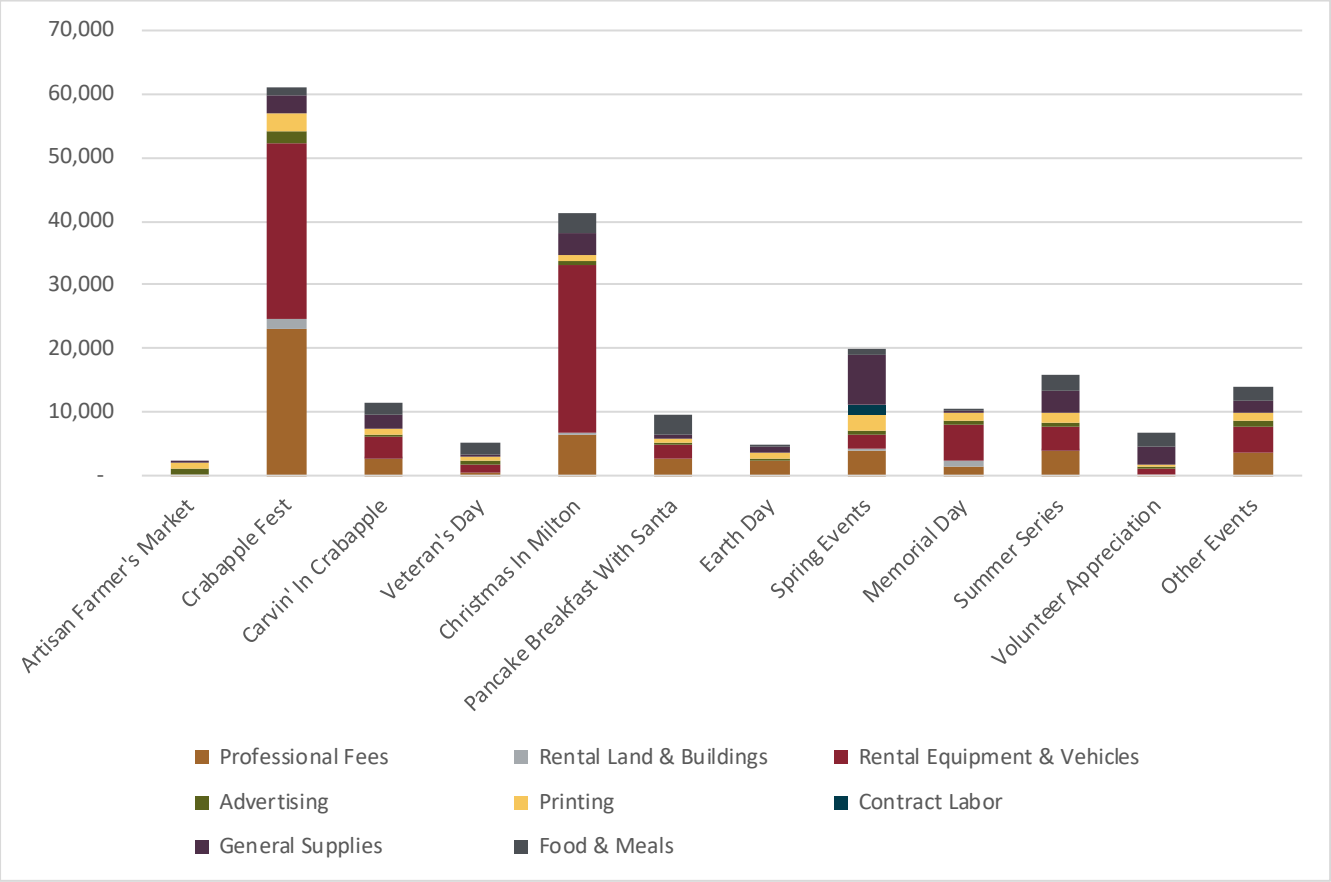
Special Events Fund:

Milton's Special Events Fund is budgeted as a Special Revenue Fund for the purposes of tracking revenues, expenditures, and fund balances associated with running the City's year-long events program. The main funding source for this fund is operating transfers in from the Hotel/Motel Tax Fund ($67,000). Revenues, excluding budgeted fund balance, are expected to increase by $32,217 or 25.3% from FY 2024's amended budget. This increase is primarily being driven by an interfund transfer in from the General Fund of $46,882 to supplement funding from the Hotel/Motel Tax Fund in support of improving current events and expanding offerings in the summer and around holidays throughout the year. Any sponsorships received will reduce the transfer in from the General Fund.

Expenditure appropriations within the fund span over 12 event categories (some containing more than one planned event) and one "other events" category that

allows for trying out new events or the City's involvement in unplanned events that may come up. Event costs in FY 2025 are projected to be $40,254 or 24.7% higher than FY 2024's amended forecasts. Included in these increases are funding for additional activities at current events to address increased attendance as well as funding for proposed new events around the holidays and throughout the summer.

Special Events Expenditures by Event/Category



Opioid Settlement Fund:

The Opioid Settlement Fund has been established, as required by the UCOA, to account for the City's share of revenues from approved settlement agreements with manufacturers and distributors as well as the authorized spending of those funds under Exhibit E. Similar to other special revenues, these funds are restricted to specific authorized spending opportunities. Due to the limits on spending within this fund, revenues will be recognized when received and restricted towards authorized purchases through the budget amendment process.

Confiscated Assets Fund:

The Confiscated Assets Fund is utilized to account for the use of confiscated assets by the City's Police Department. Both federal and state confiscated assets are maintained

within this fund, and guidelines issued by both jurisdictions must be adhered to at all times. Confiscated assets are used for new endeavors and cannot supplant budgets appropriated in other funds. In FY 2025 Milton's Police Department plans on looking for opportunities to obtain new equipment and search for new training opportunities with the remaining fund balance.

E-911 Fund:

The Emergency 911 (E-911) Fund has been set up to account for monthly 911 charges to help fund the cost of providing emergency 911 services to the community. Milton currently has an active Intergovernmental Agreement (IGA) with the City of Alpharetta for such services. Alpharetta runs the 911 center, including emergency communication services. In order to compensate Alpharetta for these services, Milton turns over 100% of its E-911 collections to them. Revenues are anticipated to remain at $1,050,000 and a corresponding consistency to expenditures for payments to Alpharetta has also been budgeted at $1,050,000.

Operating Grant Fund:

When Milton receives operating grants in excess of 2% of the General Fund's expenditures, it must account for them in the Operating Grant Fund. The City currently has no active grants that meet the criteria and therefore has no appropriated revenues or expenditures budgeted for FY 2025.

American Rescue Plan Act Fund:

In June 2021, the Georgia Department of Community Affairs set up a new fund to account for all Local Fiscal Recovery Funds received by local governments through the American Rescue Plan (ARP) Act of 2021.

Milton has received $14.8 million to-date and has spent approximately $13.1 million. Revenues will be recognized as available once eligible expenses are incurred. In FY 2025, staff anticipates recognizing approximately $1.8 million in ARPA funding and $50,000 in investment income. Those revenues have been tied to a transfer out of $50,000 in investment income earnings to the General Fund and $1.8 million to the Capital Projects Fund to account for MCPP hydrology work and other city stormwater repair costs according to program rules.

Hotel/Motel Tax Fund:

The Hotel/Motel Tax Fund accounts for the occupancy tax collected by the City from area hotels and motels and is distributed according to the relevant state statute. Milton currently collects this tax at a rate of 3%. Since FY 2018, 100% of the collections have been transferred to the City's Special Events Fund to promote tourism to Milton and to foster community engagement. The anticipated revenues and expenditures of this fund are expected to increase from the amended FY 2024 forecast of $62,000 to $67,000 in FY 2025.

Capital Projects Funds Overview

Annually, the City reviews its seven-year capital improvement program and submits updates to the formal Capital Improvement Plan (CIP) as a part of its budget process. City Code requires a five-year plan, but staff has chosen to add an additional two years in order to allow added flexibility and adequate time for planning. In FY 2025, all six budgeted capital projects funds have been incorporated into the seven-year Capital Improvement Plan and account for $20.5 million in direct revenues (excluding interfund transfers in and budgeted fund balances).

Capital Projects Fund (Primary):

The primary Capital Projects Fund is used to account for capital expenditures made by the City on long-term projects that are not required to be accounted for in a separate fund. Milton has historically funded the majority of its capital projects employing a pay-as-you-go strategy; therefore, the main revenue source for this fund is an interfund transfer in from the General Fund. FY 2025's budget continues the strategy of utilizing pay-as-you-go funding to implement the adopted Parks & Recreation master plan, the City's trail plan, vehicle/apparatus replacements, pavement management, and other public works infrastructure maintenance projects. In addition to the interfund transfer in from the General Fund of $7.7 million, there is $1.6 million anticipated to be transferred in from the ARPA Fund for MCPP hydrology work, $4.9 million have been forecasted to be received from the sale of property on Hopewell Road which will go towards the buildout of a new athletic complex on Deerfield Parkway, and infrastructure maintenance fees (fees charged to solid waste haulers at a rate of 5% of the company's gross receipts) are anticipated to bring in approximately $110,000 that will go towards the City's pavement management program.

Greenspace Bond Fund:

The Greenspace Bond Fund is used to account for the proceeds of the General Obligation Bonds, Series 2017, issued by the City, related capital projects, and the debt service due on the bonds. In November 2016, voters resoundingly approved a referendum to issue $25 million in bonds to fund the acquisition of greenspace. The repayment of the debt incurred is funded through a separate millage rate outside the M & O millage rate explained earlier.

FY 2025 includes debt service for both principal and interest in the amount of $1,713,375. The millage rate to collect tax revenues to make these payments is 0.356 mills (down from 0.364 in FY 2024). Expenditures related to land acquisition occur once the Mayor and Council members approve a purchase, a move that follows research and recommendations made by the Milton Greenspace Advisory Committee (MGAC).

TSPLOST Fund:

The TSPLOST Fund is used to account for the proceeds of the transportation local option sales tax and the various improvement projects outlined in the program. Both TSPLOST initiatives – which were approved by voters in the November 2016 and November 2021

elections – include a dedicated project list. The TSPLOST Fund is budgeted to bring in approximately $12.3 million in revenues in FY 2025 excluding operating transfers in. These funds include sales taxes in the amount of $8.9 million, grant revenue recognized at $2.4 million, and interest earnings projected at $1 million which will go towards infrastructure projects including and program management including: a project inspector, intersection improvements at SR372/Crabapple Road at Green Road, sidewalk connections along SR372/Crabapple Road, a trail connection to the Big Creek Greenway, and road paving throughout the city. The Comprehensive Transportation Plan (CTP) will aid in decision-making with regards to the remaining TSPLOST II. Funding for projects not yet underway will be earmarked to the Program Management - Infrastructure account. Once Council has provided guidance on projects, staff will allocate the funding accordingly.

Capital Grant Fund:

The Capital Grant Fund was set up to account for capital grant revenue and expenditures made by the City. The FY 2024 budget contemplates $440,000 related to the Local Maintenance and Improvement Grant (LMIG) which will go towards funding the FY 2025 pavement maintenance program. Additionally, revenue and expenditures associated with two grants that will aid with costs at the Milton City Park and Preserve are scheduled to be recognized in this fund. Upon final approval, the active acres will see site improvements including construction of six tennis courts, a tennis viewing pavilion, and a playground as well as the reconfiguration and renovation of the parking lot including grant funding of $500,000. Additionally, the passive acres will receive $1,500,000 in funding towards further development of the recreational trails, hydrology work, land management, and habitat restoration. Local matches on these grants will come from other revenue sources including ARPA funds and operating funds previously approved through the CIP pay-go program for this park.

Impact Fees Fund:

In October 2015, Milton began collecting impact fees on new development projects to offset costs associated with providing City services to these new developments and their residents and businesses. This fund accounts for impact fees restricted for the acquisition or construction of specific capital projects outlined in the City's Capital Improvements Element (CIE) as updated in 2024. Council approved updates to the impact fee project list along with updates to the fee schedule (to begin in January 2025) to reflect a development fee in-line with the future needs based on the methodology update conducted by staff and consultants with Ross + Associates. Revenues are anticipated to come in at $972,500 which is $216,500 or 9.9% higher than FY 2024 (excluding operating transfers in associated with recognition of impact fee credits).

Funding is scheduled to be allocated towards the construction of Fire Station 45, park land acquisition, intersection improvements, and staff/consulting costs associated with the implementation of the impact fee program.

To-date, impact fees have helped fund the following projects:

- Land acquisition including a leased baseball field, the Cox Road athletic park complex (Legacy Park), the active acres on Dinsmore Road (MCPP), land at Bethany Bend and Hopewell Road and more;
- Playground structure adjacent to Broadwell Pavilion;
- Live Fire mobile training facility;
- Fire Department storage building located behind Fire Station #43;
- Intersection improvements at Hopewell Road and Birmingham Road, as well as Freemanville Road and Providence Road;
- Public Safety Complex on Highway 9;
- Reconstruction of Fire Station #42;
- Turf fields at Legacy Park.

Please see the City's Capital Improvements Element Annual Update for more detailed information.

Revenue Bond Fund:

The Revenue Bond Fund has been set up to account for proceeds and expenditures related to the issuance of revenue bonds. Its purpose is to fund projects faster than is possible under the pay-as-you-go strategy utilized by the City and the related debt service on the bonds. In years past, the revenues and expenditures budgeted in this fund were tied to improvements made at Bell Memorial Park. As that project has concluded, this fund will now account for the proceeds and expenditures related to the newly constructed Public Safety Complex on Highway 9, the replacement of Fire Station #42 on Thompson Road, and an alerting system for the Fire department.

Milton's Mayor and Council members approved this funding strategy in FY 2018, and the bonds were issued in October 2019. This bond issuance included the refunding (refinancing) of the debt related to the Bell Memorial Park renovation/expansion project saving the City approximately $443,059. The debt service and associated fees for this issuance will be funded through an operating transfer from the General Fund in the amount of $1,695,400 in FY 2025.

Conclusion

The Fiscal Year 2025 Budget illustrates the City's dedication to providing the highest level of services while maintaining sound fiscal policies. This budget is the product of much collaboration and commitment by "Team Milton." The goal is to develop a plan that addresses the City Council's major policy goals and priorities, upholds our residents' vision for their community, and protects the City's financial health now and into the future. If while reviewing this document you have questions, please do not hesitate to contact us at info@miltonga.gov.

Financial Policies and Procedures

Financial Policies and Procedures

The City has developed financial policies and procedures to ensure that financial resources are managed in a prudent manner. In addition, Milton's budgeting and accounting practices conform to Generally Accepted Accounting Principles (GAAP) as announced by the Government Accounting Standards Board (GASB) and the Georgia Uniform Chart of Accounts.

Budgetary Policies

BALANCED BUDGET

The budget is balanced for each budgeted fund. Total anticipated revenues plus the portion of the fund balance in excess of required reserves that is designated as a budgeted funding source must equal the total estimated expenditures for each fund. The City is prohibited from balancing current expenditures through the obligation of a future year's resources.

BASIS OF BUDGETING

All governmental funds use the modified accrual basis of accounting for budgeting purposes as well as financial reporting purposes in the audited financial statement.

LEVEL OF BUDGET ADOPTION AND CONTROL

All budgets are adopted at the legal level of budgetary control, which is the department level within each individual fund.

BUDGET CONTROL REPORTS

The City maintains a system of budgetary control reports to ensure adherence to the budget. Departments also have access to financial reports which, compare actual revenues and outstanding encumbrances and expenditures with budgeted amounts.

BUDGET AMENDMENT PROCESS

The budget is a dynamic, rather than static, plan that requires adjustments and formal budget amendments as circumstances change. The mayor and city council must approve all increases in total departmental appropriations. Department heads may submit budget amendment requests transferring appropriations from one line item to another within the specific department appropriation and fund, and obtain approval from the City Manager. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose cannot be transferred until a formal de-obligation occurs.

APPROPRIATION LAPSES AT YEAR-END

All operating budget appropriations, including encumbered appropriations, lapse at the end of the fiscal year. Purchases encumbered in the current fiscal year, but not received until the following year, must be charged against a department's subsequent year appropriation.

UTILIZATION OF PRIOR YEAR'S FUND BALANCE

If necessary, the City may use the fund balance in excess of the required reserves as a funding source for that fund's budget in any given year. The utilization of fund balance is considered a use of one-time revenues for budgeting purposes.

Fund Balance Policy

This policy ensures that the City maintains adequate fund balances and reserves in order to:

1. Provide sufficient cash flow for daily financial needs;
2. Secure and maintain investment-grade bond ratings;
3. Offset significant economic downturns or revenue shortfalls; and
4. Provide funds for unforeseen expenditures related to emergencies.

FUND BALANCE CATEGORIES

1. NONSPENDABLE: Includes amounts that cannot be spent because they are either a.) Not in spendable form or b.) Legally or contractually required to be maintained intact. Nonspendable amounts are determined before all other classifications and consist of the following steps (as applicable in any given fiscal year):
   a. The City will maintain a fund balance equal to the balance of any long-term outstanding balances due from others (including other funds of the City).
   b. The City will maintain a fund balance equal to the value of inventory balances and prepaid items (to the extent that such balances are not offset with liabilities and actually result in fund balance).
   c. The City will maintain a fund balance equal to the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact.
   d. The City will maintain a fund balance equal to the balance of any land or other non-financial assets held for sale.
2. RESTRICTED: Includes amounts that can be spent only for the specific purposes stipulated by the Georgia Constitution, external resource providers or through enabling legislation.
3. COMMITTED: Includes amounts that can be used only for specific purposes determined by a formal action of the City Council. Commitments are only used for specific purposes pursuant to a formal action of the city council. A majority vote is required to approve or remove a commitment.
4. ASSIGNED: Includes amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed.
5. UNASSIGNED: Includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications.

RESERVE FOR WORKING CAPITAL

The reserves required to cover the cost of expenditures caused by unforeseen emergencies, to cover shortfalls due to revenue declines, and to eliminate any short-term borrowing for cash-flow purposes. This reserve accumulates and is then maintained at an amount which represents no less than 25% of the subsequent year's budgeted revenues.

Revenue Administration Policy

The City strives to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. When possible, the revenue mix combines elastic and inelastic revenue sources to minimize the effect of economic downturns. The City works towards diversifying its revenue base in order to reduce its dependence on property taxes. As part of the annual budget process, an objective analytical process estimates revenues realistically and prudently. The City estimates revenues of a volatile nature conservatively.

Debt Management Policy

A sound fiscal position is maintained by only utilizing long-term tax-exempt debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. In addition, a strong financial administration serves to maintain and improve the City's credit rating. Both short-term and long-term debt are permissible when within the guidelines outlined in the City code of ordinances.

Cash And Investment Policy

The primary objectives of the City's investment activities are: safety, liquidity, and yield.

SAFETY

Safety of principal is the foremost objective of the investment program. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

LIQUIDITY

The investment portfolio must remain sufficiently liquid to meet all those operating requirements that may be reasonably anticipated.

YIELD

The investment portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

Capital Asset Policy

Capital asset means any real or personal property acquired by the City which has an estimated useful life of three or more years with an acquisition value of $10,000 or more.

The term capital asset includes: land, improvements to land, easements, buildings, improvements to buildings, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in the operations of the government.

The City records depreciation using the straight-line method over the following useful lives:

Buildings	20–40 years
Vehicles, Equipment and Other	5–12 years
Infrastructure	15–60 years
Land Improvements	10–40 years

Consolidated Financial Summaries

Consolidated Budget Summary (All Funds)
FY 2022-FY 2025

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
REVENUES				
Taxes				
Property Taxes	$ 20,462,439	$ 21,003,902	$ 21,722,015	$ 23,175,974
Sales & Use Taxes	20,872,433	22,373,742	23,232,956	24,135,841
Business & Other Taxes	4,470,813	4,791,252	5,162,520	5,376,932
Licenses & Permits	1,783,318	1,415,856	1,502,174	1,473,875
Intergovernmental Revenues	12,199,682	2,981,143	9,218,821	4,455,314
Charges for Services	2,928,580	2,753,808	2,539,653	2,734,442
Fines & Forfeitures	643,863	736,948	774,758	812,500
Investment Income	416,189	2,961,028	4,230,709	3,250,240
Contributions & Donations	30,547	23,062	43,888	10,000
Miscellaneous Revenue	555,085	531,784	659,032	263,453
subtotal	$ 64,362,949	$ 59,572,525	$ 69,086,526	$ 65,688,571
Other Financing Sources				
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 4,950,000
Interfund Transfers In	34,087,790	16,923,410	17,101,160	11,140,551
subtotal	$ 34,139,590	$ 16,951,765	$ 17,148,928	$ 16,090,551
TOTAL REVENUES	**$ 98,502,539**	**$ 76,524,290**	**$ 86,235,455**	**$ 81,779,121**
EXPENDITURES (by Function)*				
General Government	$ 4,665,777	$ 5,108,728	$ 7,497,543	$ 7,303,545
Judicial	371,667	402,675	486,384	561,339
Public Safety	18,010,155	22,752,066	29,458,075	21,443,169
Public Works	6,951,595	11,451,516	64,520,483	20,421,853
Culture & Recreation	6,777,514	7,398,519	40,185,463	12,419,459
Housing & Development	1,923,122	2,339,853	3,793,620	3,043,406
Debt Service	3,363,206	3,359,706	3,361,831	3,410,081
Contingency	-	-	-	787,696
Initiatives	-	-	-	1,498,578
subtotal	$ 42,063,037	$ 52,813,064	$ 149,303,398	$ 70,889,125
Other Financing Uses				
Interfund Transfers Out	$ 34,087,790	$ 16,923,410	$ 17,100,972	$ 11,146,676
subtotal	$ 34,087,790	$ 16,923,410	$ 17,100,972	$ 11,146,676
TOTAL EXPENDITURES	**$ 76,150,827**	**$ 69,736,474**	**$ 166,404,370**	**$ 82,035,801**
Total Revenues Over/(Under) Expenditures	$ 22,351,712	$ 6,787,816	$ (80,168,915)	$ (256,680)
Beginning Fund Balance	63,669,930	86,021,643	92,809,458	12,640,542
ENDING FUND BALANCE	**$ 86,021,643**	**$ 92,809,458**	**$ 12,640,542**	**$ 12,383,862**

Note: The FY 2024 Amended Budget reflects project-length budget balances. Unspent capital project appropriations and corresponding revenue anticipations as of 9/30/2024 will carry forward to the subsequent year's budget through budgeted fund balance.

Consolidated Budget Summary (All Funds)
FY 2023-FY 2025

	FY 2023 Actuals						FY 2024 Amended Budget					
	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds
REVENUES												
Taxes												
Property Taxes	$ 19,133,656	$ -	$ 150,108	$ 1,720,138	$ -	$ -	$ 19,965,890	$ -	$ 110,000	$ 1,646,125	$ -	$ -
Sales & Use Taxes	13,683,918	-	-	-	8,625,176	64,648	14,470,956	-	-	-	8,700,000	62,000
Business & Other Taxes	4,785,076	-	702	5,475	-	-	5,159,520	-	-	3,000	-	-
Licenses & Permits	1,415,856	-	-	-	-	-	1,502,174	-	-	-	-	-
Intergovernmental Revenues	6,000	1,526,013	481,553	-	262,330	705,248	10,540	223,602	-	-	5,863,537	3,121,142
Charges for Services	824,207	-	74,195	-	-	1,855,406	690,043	-	2,833	-	-	1,846,777
Fines & Forfeitures	713,410	-	-	-	-	23,538	750,000	-	-	-	-	24,758
Investment Income	1,599,898	163,745	1,739	222,178	881,288	92,180	2,685,709	200,000	-	255,000	1,090,000	-
Contributions & Donations	15,062	-	-	-	-	8,000	22,000	-	-	-	-	21,888
Miscellaneous Revenue	442,597	-	86,687	-	-	2,500	408,637	-	190,495	57,400	-	2,500
subtotal	$ 42,619,679	$ 1,689,758	$ 794,983	$ 1,947,791	$ 9,768,793	$ 2,751,520	$ 45,665,469	$ 423,602	$ 303,328	$ 1,961,525	$ 15,653,537	$ 5,079,065
Other Financing Sources												
Proceeds From Sale Of Assets	$ 28,354	$ -	$ -	$ -	$ -	$ -	$ 47,768	$ -	$ -	$ -	$ -	$ -
Interfund Transfers In	1,154,191	-	13,350,500	-	699,046	1,719,673	448,948	-	14,090,556	-	-	2,561,657
subtotal	$ 1,182,545	$ -	$ 13,350,500	$ -	$ 699,046	$ 1,719,673	$ 496,716	$ -	$ 14,090,556	$ -	$ -	$ 2,561,657
TOTAL REVENUES	**$ 43,802,224**	**$ 1,689,758**	**$ 14,145,483**	**$ 1,947,791**	**$ 10,467,839**	**$ 4,471,194**	**$ 46,162,185**	**$ 423,602**	**$ 14,393,884**	**$ 1,961,525**	**$ 15,653,537**	**$ 7,640,721**
EXPENDITURES (by Function)												
General Government	$ 5,077,612	$ -	$ 31,116	$ -	$ -	$ -	$ 6,690,847	$ -	$ 806,696	$ -	$ -	$ -
Judicial	402,675	-	-	-	-	-	486,384	-	-	-	-	-
Public Safety	15,581,196	-	3,270,980	-	-	3,899,891	17,588,682	-	10,706,655	-	-	1,162,738
Public Works	3,117,924	-	3,494,626	-	4,409,109	429,857	3,556,146	-	11,753,176	-	46,952,076	2,259,085
Culture & Recreation	1,820,773	-	3,353,739	353	-	2,223,654	2,251,248	-	28,960,653	5,609,823	-	3,363,738
Housing & Development	2,141,995	-	193,540	-	-	4,318	2,587,955	-	1,115,109	-	-	90,556
Debt Service	-	-	-	1,710,681	-	1,649,025	-	-	-	1,711,431	-	1,650,400
subtotal	$ 28,142,175	$ -	$ 10,344,000	$ 1,711,034	$ 4,409,109	$ 8,206,746	$ 33,161,262	$ -	$ 53,342,289	$ 7,321,254	$ 46,952,076	$ 8,526,517
Other Financing Uses												
Interfund Transfers Out	$ 14,675,481	$ 1,526,013	$ 519,046	$ -	$ -	$ 202,871	$ 15,849,072	$ 622,411	$ 525,539	$ -	$ -	$ 103,950
subtotal	$ 14,675,481	$ 1,526,013	$ 519,046	$ -	$ -	$ 202,871	$ 15,849,072	$ 622,411	$ 525,539	$ -	$ -	$ 103,950
TOTAL EXPENDITURES	**$ 42,817,656**	**$ 1,526,013**	**$ 10,863,046**	**$ 1,711,034**	**$ 4,409,109**	**$ 8,409,616**	**$ 49,010,334**	**$ 622,411**	**$ 53,867,827**	**$ 7,321,254**	**$ 46,952,076**	**$ 8,630,468**
Total Revenues Over/(Under) Expenditures	$ 984,568	$ 163,745	$ 3,282,437	$ 236,758	$ 6,058,731	$ (3,938,423)	$ (2,848,149)	$ (198,809)	$ (39,473,943)	$ (5,359,729)	$ (31,298,539)	$ (989,746)
Beginning Fund Balance	13,748,281	35,064	36,191,506	5,146,590	25,869,968	5,030,233	14,732,849	198,809	39,473,943	5,383,348	31,928,699	1,091,810
ENDING FUND BALANCE	**$ 14,732,849**	**$ 198,809**	**$ 39,473,943**	**$ 5,383,348**	**$ 31,928,699**	**$ 1,091,810**	**$ 11,884,700**	**$ 0**	**$ -**	**$ 23,618**	**$ 630,160**	**$ 102,063**

	FY 2025 Adopted Budget					
	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds
REVENUES						
Taxes						
Property Taxes	$ 21,335,099	$ -	$ 110,000	$ 1,730,875	$ -	$ -
Sales & Use Taxes	15,194,841	-	-	-	8,874,000	67,000
Business & Other Taxes	5,373,932	-	-	3,000	-	-
Licenses & Permits	1,473,875	-	-	-	-	-
Intergovernmental Revenues	5,000	1,610,314	-	-	2,400,000	440,000
Charges for Services	676,942	-	-	-	-	2,057,500
Fines & Forfeitures	787,500	-	-	-	-	25,000
Investment Income	2,085,240	50,000	-	115,000	1,000,000	-
Contributions & Donations	-	-	-	-	-	10,000
Miscellaneous Revenue	260,953	-	-	-	-	2,500
subtotal	$ 47,193,382	$ 1,660,314	$ 110,000	$ 1,848,875	$ 12,274,000	$ 2,602,000
Other Financing Sources						
Proceeds From Sale Of Assets	$ 50,000	$ -	$ 4,900,000	$ -	$ -	$ -
Bond Proceeds	-	-	-	-	-	-
Interfund Transfers In	45,500	-	9,287,769	-	-	1,807,282
subtotal	$ 95,500	$ -	$ 14,187,769	$ -	$ -	$ 1,807,282
TOTAL REVENUES	**$ 47,288,882**	**$ 1,660,314**	**$ 14,297,769**	**$ 1,848,875**	**$ 12,274,000**	**$ 4,409,282**
EXPENDITURES (by Function)						
General Government	$ 6,787,102	$ -	$ 516,443	$ -	$ -	$ -
Judicial	561,339	-	-	-	-	-
Public Safety	19,313,709	-	917,460	-	-	1,212,000
Public Works	3,849,553	-	3,107,140	-	12,904,160	561,000
Culture & Recreation	2,613,098	-	8,799,064	135,000	-	872,297
Housing & Development	2,910,184	-	133,222	-	-	-
Debt Service	-	-	-	1,714,681	-	1,695,400
Contingency	371,256	-	416,440	-	-	-
Initiatives	1,090,578	-	408,000	-	-	-
subtotal	$ 37,496,819	$ -	$ 14,297,769	$ 1,849,681	$ 12,904,160	$ 4,340,697
Other Financing Uses						
Interfund Transfers Out	$ 9,373,862	$ 1,660,314	$ -	$ -	$ -	$ 112,500
subtotal	$ 9,373,862	$ 1,660,314	$ -	$ -	$ -	$ 112,500
TOTAL EXPENDITURES	**$ 46,870,681**	**$ 1,660,314**	**$ 14,297,769**	**$ 1,849,681**	**$ 12,904,160**	**$ 4,453,197**
Total Revenues Over/(Under) Expenditures	$ 418,201	$ -	$ -	$ (806)	$ (630,160)	$ (43,915)
Beginning Fund Balance	11,884,700	0	-	23,618	630,160	102,063
ENDING FUND BALANCE	**$ 12,302,900**	**$ 0**	**$ -**	**$ 22,812**	**$ 0**	**$ 58,148**

Note: The FY 2024 Amended Budget reflects project-length budget balances. Unspent capital project appropriations and corresponding revenue anticipations as of 9/30/2024 will carry forward to the subsequent year's budget through budgeted fund balance.

Major funds: Any fund whose revenues or expenditures, excluding other financing sources and uses, constitute more than 10% of the revenues or expenditures of the appropriated budget should be considered major funds.

In FY 2025, the budgeted General Fund, Capital Projects Fund, and TSPLOST Fund qualify as a major funds; the American Rescue Plan Act Fund and the Greenspace Bond Fund are represented based on qualifications in recent years or community interest.

Consolidated Budget Summary (by Fund)
FY 2025

		Special Revenue Funds						Capital Projects Funds						
	General Fund	Special Events Fund	Opioid Settlement Fund	Confiscated Assets Fund	E-911 Fund	American Rescue Plan Act Fund	Hotel/Motel Tax Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Capital Grant Fund	Impact Fees Fund	Revenue Bond Fund	Total
REVENUES														
Taxes														
Property Taxes	$ 21,335,099	$ -	$ -	$ -	$ -	$ -	$ -	$ 110,000	$ 1,730,875	$ -	$ -	$ -	$ -	$ 23,175,974
Sales & Use Taxes	15,194,841	-	-	-	-	-	67,000	-	-	8,874,000	-	-	-	24,135,841
Business & Other Taxes	5,373,932	-	-	-	-	-	-	-	3,000	-	-	-	-	5,376,932
Licenses & Permits	1,473,875	-	-	-	-	-	-	-	-	-	-	-	-	1,473,875
Intergovernmental Revenues	5,000	-	-	-	-	1,610,314	-	-	-	2,400,000	440,000	-	-	4,455,314
Charges for Services	676,942	35,000	-	-	1,050,000	-	-	-	-	-	-	972,500	-	2,734,442
Fines & Forfeitures	787,500	-	25,000	-	-	-	-	-	-	-	-	-	-	812,500
Investment Income	2,085,240	-	-	-	-	50,000	-	-	115,000	1,000,000	-	-	-	3,250,240
Contributions & Donations	-	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Miscellaneous Revenue	260,953	2,500	-	-	-	-	-	-	-	-	-	-	-	263,453
subtotal	$ 47,193,382	$ 47,500	$ 25,000	$ -	$ 1,050,000	$ 1,660,314	$ 67,000	$ 110,000	$ 1,848,875	$ 12,274,000	$ 440,000	$ 972,500	$ -	$ 65,688,571
Other Financing Sources														
Proceeds From Sale Of Assets	$ 50,000	$ -	-	$ -	$ -	$ -	$ -	$ 4,900,000	$ -	$ -	$ -	$ -	$ -	$ 4,950,000
Interfund Transfers In	45,500	111,882	-	-	-	-	-	9,287,769	-	-	-	-	1,695,400	11,140,551
subtotal	$ 95,500	$ 111,882	$ -	$ -	$ -	$ -	$ -	$ 14,187,769	$ -	$ -	$ -	$ -	$ 1,695,400	$ 16,090,551
TOTAL REVENUES	**$ 47,288,882**	**$ 159,382**	**$ 25,000**	**$ -**	**$ 1,050,000**	**$ 1,660,314**	**$ 67,000**	**$ 14,297,769**	**$ 1,848,875**	**$ 12,274,000**	**$ 440,000**	**$ 972,500**	**$ 1,695,400**	**$ 81,779,121**
EXPENDITURES (by Function)														
General Government	$ 6,787,102	$ -	$ -	$ -	$ -	$ -	$ -	$ 516,443	$ -	$ -	$ -	$ -	$ -	$ 7,303,545
Judicial	561,339	-	-	-	-	-	-	-	-	-	-	-	-	561,339
Public Safety	19,313,709	-	25,000	-	1,050,000	-	-	917,460	-	-	-	137,000	-	21,443,169
Public Works	3,849,553	-	-	-	-	-	-	3,107,140	-	12,904,160	440,000	121,000	-	20,421,853
Culture & Recreation	2,613,098	203,297	-	-	-	-	-	8,799,064	135,000	-	-	669,000	-	12,419,459
Housing & Development	2,910,184	-	-	-	-	-	-	133,222	-	-	-	-	-	3,043,406
Debt Service	-	-	-	-	-	-	-	-	1,714,681	-	-	-	1,695,400	3,410,081
Contingency	371,256	-	-	-	-	-	-	416,440	-	-	-	-	-	787,696
Initiatives	1,090,578	-	-	-	-	-	-	408,000	-	-	-	-	-	1,498,578
subtotal	$ 37,496,819	$ 203,297	$ 25,000	$ -	$ 1,050,000	$ -	$ -	$ 14,297,769	$ 1,849,681	$ 12,904,160	$ 440,000	$ 927,000	$ 1,695,400	$ 70,889,125
Other Financing Uses														
Interfund Transfers Out	$ 9,373,862	$ -	$ -	$ -	$ -	$ 1,660,314	$ 67,000	$ -	$ -	$ -	$ -	$ 45,500	$ -	$ 11,146,676
subtotal	$ 9,373,862	$ -	$ -	$ -	$ -	$ 1,660,314	$ 67,000	$ -	$ -	$ -	$ -	$ 45,500	$ -	$ 11,146,676
TOTAL EXPENDITURES	**$ 46,870,681**	**$ 203,297**	**$ 25,000**	**$ -**	**$ 1,050,000**	**$ 1,660,314**	**$ 67,000**	**$ 14,297,769**	**$ 1,849,681**	**$ 12,904,160**	**$ 440,000**	**$ 972,500**	**$ 1,695,400**	**$ 82,035,801**
Total Revenues Over/(Under) Expenditures	418,201	(43,915)	-	-	-	-	-	-	(806)	(630,160)	-	-	-	(256,680)
Beginning Fund Balance	11,884,700	43,916	-	44,567	0	0	-	-	23,618	630,160	893	(0)	12,688	12,640,542
ENDING FUND BALANCE	**$ 12,302,900**	**$ 1**	**$ -**	**$ 44,567**	**$ 0**	**$ 0**	**$ -**	**$ -**	**$ 22,812**	**$ 0**	**$ 893**	**$ (0)**	**$ 12,688**	**$ 12,383,862**

General Fund

General Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Taxes						
Property Taxes	$ 18,684,718	$ 19,133,656	$ 19,965,890	$ 21,335,099	$ 1,369,209	6.9
Sales & Use Taxes	12,408,193	13,683,918	14,470,956	15,194,841	723,885	5.0
Business & Other Taxes	4,466,162	4,785,076	5,159,520	5,373,932	214,412	4.2
Licenses & Permits	1,783,318	1,415,856	1,502,174	1,473,875	(28,299)	(1.9)
Intergovernmental Revenues	9,080	6,000	10,540	5,000	(5,540)	(52.6)
Charges for Services	848,164	824,207	690,043	676,942	(13,101)	(1.9)
Fines & Forfeitures	643,863	713,410	750,000	787,500	37,500	5.0
Investment Income	190,802	1,599,898	2,685,709	2,085,240	(600,469)	(22.4)
Contributions & Donations	26,293	15,062	22,000	-	(22,000)	(100.0)
Miscellaneous Revenue	444,689	442,597	408,637	260,953	(147,684)	(36.1)
subtotal	$ 39,505,282	$ 42,619,679	$ 45,665,469	$ 47,193,382	$ 1,527,913	3.3
Other Financing Sources						
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 50,000	$ 2,232	4.7
Interfund Transfers In	10,083,432	1,154,191	448,948	45,500	(403,448)	(89.9)
subtotal	$ 10,135,232	$ 1,182,545	$ 496,716	$ 95,500	$ (401,216)	(80.8)
TOTAL REVENUES	**$ 49,640,514**	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 1,126,697**	**2.4**
EXPENDITURES (by Department)						
Mayor & Council	$ 131,116	$ 148,427	$ 214,086	$ 214,633	$ 547	0.3
City Clerk	355,889	169,977	237,000	203,557	(33,443)	(14.1)
City Manager	828,493	871,070	975,453	998,129	22,676	2.3
Elections	-	29,359	67,291	5,006	(62,285)	(92.6)
General Administration	45,708	75,601	66,304	46,358	(19,946)	(30.1)
Finance	614,076	741,461	952,209	1,049,745	97,536	10.2
Legal	417,092	555,840	715,000	550,000	(165,000)	(23.1)
Information Services	1,139,336	1,340,967	2,002,709	2,091,978	89,269	4.5
Human Resources	416,839	460,459	605,710	663,238	57,528	9.5
Risk Management	307,567	343,596	359,154	410,300	51,146	14.2
General Government Buildings	226,853	319,694	311,653	359,800	48,147	15.4
Communications	333,023	340,854	495,931	554,158	58,227	11.7
Community Outreach & Engagement	52,869	-	-	-	-	-
Municipal Court	369,984	402,675	486,384	561,339	74,955	15.4
Police	5,753,577	6,521,143	7,862,444	8,481,761	619,317	7.9
Fire	8,113,366	9,060,053	9,726,238	10,831,948	1,105,710	11.4
Public Works	2,555,318	2,798,231	3,244,493	3,489,753	245,260	7.6
Parks & Recreation (Active)	1,326,321	1,655,006	2,024,615	2,336,441	311,826	15.4
Passive Parks/Greenspace	84,300	165,767	226,633	276,657	50,024	22.1
Community Development	1,694,407	2,141,995	2,587,955	2,910,184	322,229	12.5
Economic Development	11,365	-	-	-	-	-
Contingency	-	-	-	371,256	371,256	-
M&O Initiatives	-	-	-	1,090,578	1,090,578	-
subtotal	$ 24,777,498	$ 28,142,175	$ 33,161,262	$ 37,496,819	$ 4,335,557	13.1
Other Financing Uses						
Interfund Transfers Out	$ 23,552,535	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ (6,475,210)	(40.9)
subtotal	$ 23,552,535	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ (6,475,210)	(40.9)
TOTAL EXPENDITURES	**$ 48,330,033**	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ (2,139,653)**	**(4.4)**
Total Revenues Over/(Under) Expenditures	$ 1,310,481	$ 984,568	$ (2,848,149)	$ 418,201		
Beginning Fund Balance	12,437,800	13,748,281	14,732,849	11,884,700		
ENDING FUND BALANCE	**$ 13,748,281**	**$ 14,732,849**	**$ 11,884,700**	**$ 12,302,900**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
TAXES						
Property Taxes:						
Real Property Tax - Current Year	$ 13,103,006	$ 13,764,321	$ 14,990,262	$ 16,049,296	$ 1,059,034	7.1
Public Utility Tax	121,319	123,347	136,215	140,698	4,483	3.3
Real Property Tax - Prior Year	46,384	88,378	50,000	50,000	-	-
Personal Property Tax - Current Year	196,629	164,802	161,734	201,534	39,800	24.6
Personal Property Tax - Prior Year	10,166	3,035	3,500	3,500	-	-
Motor Vehicle Tax	41,604	33,639	26,853	23,495	(3,358)	(12.5)
Title Ad Valorem Tax (TAVT)	1,971,696	2,174,033	2,000,000	2,100,000	100,000	5.0
Alternative Ad Valorem Tax (AAVT)	7,381	7,299	6,000	7,300	1,300	21.7
Intangible Tax	626,124	296,826	270,000	285,000	15,000	5.6
Real Estate Transfer Tax	234,914	153,352	134,640	144,000	9,360	7.0
Franchise Fees						
Electric	1,345,123	1,367,259	1,265,210	1,380,000	114,790	9.1
Gas	413,773	430,541	417,960	470,000	52,040	12.5
Cable	483,784	441,334	425,352	400,000	(25,352)	(6.0)
Telephone	15,638	18,052	22,952	17,000	(5,952)	(25.9)
Cell/Fiber/Telecommunications	67,178	67,438	55,212	63,276	8,064	14.6
subtotal	18,684,718	19,133,656	19,965,890	21,335,099	1,369,209	6.9
Sales & Use Taxes:						
Local Option Sales Tax	$ 11,981,683	$ 13,241,883	$ 14,010,000	$ 14,710,500	$ 700,500	5.0
Alcohol Beverage Excise	425,977	441,450	460,706	483,741	23,035	5.0
Fireworks Excise Tax	533	585	250	600	350	140.0
subtotal	12,408,194	13,683,918	14,470,956	15,194,841	723,885	5.0
Business Taxes:						
Business & Occupation Tax	$ 985,143	$ 1,009,990	$ 1,173,720	$ 1,208,932	$ 35,212	3.0
Insurance Premium Tax	3,380,875	3,662,507	3,850,000	4,042,500	192,500	5.0
Financial Institutions Tax	38,813	48,792	75,000	70,000	(5,000)	(6.7)
subtotal	4,404,831	4,721,290	5,098,720	5,321,432	222,712	4.4
Other Taxes:						
Penalties & Interest On Delinquent Taxes	$ 38,866	$ 47,609	$ 43,000	$ 36,500	$ (6,500)	(15.1)
Penalties & Interest On Alcoholic Beverage Excise Tax	956	1,579	300	1,000	700	233.3
Penalties & Interest On Business & Occupation Tax	21,508	14,597	17,500	15,000	(2,500)	(14.3)
subtotal	61,331	63,786	60,800	52,500	(8,300)	(13.7)
TOTAL TAXES	**$ 35,559,072**	**$ 37,602,650**	**$ 39,596,366**	**$ 41,903,872**	**$ 2,307,506**	**5.8**
LICENSES & PERMITS						
Alcohol Beverage Licenses	$ 185,630	$ 235,982	$ 239,267	$ 235,000	$ (4,267)	(1.8)
Advertising Fee	3,000	3,800	3,000	3,000	-	-
Pouring Permit	7,798	6,490	8,000	6,500	(1,500)	(18.8)
Public Facilities Alcohol Permit	710	550	600	600	-	-
Solicitation Permit	-	-	500	500	-	-
Zoning & Land Use Permits	3,450	3,950	7,718	4,000	(3,718)	(48.2)
Land Disturbance Permits	331,286	145,067	85,125	59,535	(25,590)	(30.1)
Modification	-	400	1,000	1,050	50	5.0
Variance	7,700	7,475	7,166	7,525	359	5.0
Seasonal & Special Events	1,350	2,450	900	945	45	5.0

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Sign Permits	7,024	6,059	5,202	5,462	260	5.0
Personal Transportation Vehicle Permit	-	315	-	500	500	-
Film & Media Permit Fee	1,800	1,150	1,000	1,050	50	5.0
Tree Removal Permit	13,750	17,245	12,103	12,708	605	5.0
Building Permits	1,216,341	982,084	1,125,793	1,130,000	4,207	0.4
NPDES Fees	1,194	-	500	500	-	-
Right of Way Encroachment Fees	-	-	2,000	2,000	-	-
Penalties & Interest On Delinquent Licenses & Permits	2,285	2,839	2,300	3,000	700	30.4
TOTAL LICENSES & PERMITS	**$ 1,783,318**	**$ 1,415,856**	**$ 1,502,174**	**$ 1,473,875**	**$ (28,299)**	**(1.9)**
INTERGOVERNMENTAL REVENUES						
Federal Government Grants	$ 2,980	$ -	$ 5,540	$ -	$ (5,540)	(100.0)
Local Government Grants	6,100	6,000	5,000	$ 5,000	-	-
TOTAL INTERGOVERNMENTAL GRANTS	**$ 9,080**	**$ 6,000**	**$ 10,540**	**$ 5,000**	**$ (5,540)**	**(52.6)**
CHARGES FOR SERVICES						
Administrative Fees	$ 267,528	$ 122,389	$ 115,949	$ 117,468	$ 1,519	1.3
Planning & Development Fees	226,232	221,374	210,030	131,780	(78,250)	(37.3)
Open Records Fees	6,696	6,369	7,500	1,000	(6,500)	(86.7)
Other Charges For Services	87,208	12,622	3,800	300	(3,500)	(92.1)
Special Police Services Fees	8,125	825	10,326	10,500	174	1.7
Special Fire Services Fees	24,058	24,950	20,323	20,850	527	2.6
Fingerprinting Fee	19,425	16,165	15,000	15,000	-	-
Medical Reimbursement (E911)	-	527	-	-	-	-
Other Public Safety Fees	360	480	600	600	-	-
Background Check Fees	10,395	8,615	10,000	8,000	(2,000)	(20.0)
Activity Fees	197,776	409,681	296,365	371,294	74,929	25.3
Other Charges For Services	360	210	150	150	-	-
TOTAL CHARGES FOR SERVICES	**$ 848,164**	**$ 824,207**	**$ 690,043**	**$ 676,942**	**$ (13,101)**	**(1.9)**
FINES & FORFEITURES						
Court Fines & Forfeitures	$ 643,863	$ 712,235	$ 750,000	$ 787,500	$ 37,500	5.0
Proceeds from Sale of Confiscated Property	-	1,175	-	-	-	-
TOTAL FINES & FORFEITURES	**$ 643,863**	**$ 713,410**	**$ 750,000**	**$ 787,500**	**$ 37,500**	**5.0**
INVESTMENT INCOME						
Interest Revenues	$ 67	$ -	$ 288	$ 346	$ 58	20.1
Interest Income - Leases	33,204	35,847	35,421	34,894	(527)	(1.5)
Realized Gain Or Loss	157,531	1,564,052	2,650,000	2,050,000	(600,000)	(22.6)
TOTAL INVESTMENT INCOME	**$ 190,802**	**$ 1,599,898**	**$ 2,685,709**	**$ 2,085,240**	**$ (600,469)**	**(22.4)**
CONTRIBUTIONS & DONATIONS						
Donation Revenues	$ 26,293	$ 15,062	$ 22,000	$ -	$ (22,000)	(100.0)
TOTAL CONTRIBUTIONS & DONATIONS	**$ 26,293**	**$ 15,062**	**$ 22,000**	**$ -**	**$ (22,000)**	**(100.0)**
MISCELLANEOUS REVENUE						
Rents & Royalties	$ 186,999	$ 229,905	$ 249,497	$ 126,450	$ (123,047)	(49.3)
Facility Rentals	61,339	104,867	112,750	107,503	(5,247)	(4.7)
Reimbursement For Damaged Property	33,062	61,646	16,200	-	(16,200)	(100.0)
Other Miscellaneous Revenue	163,288	46,179	30,190	27,000	(3,190)	(10.6)
TOTAL MISCELLANEOUS REVENUE	**$ 444,689**	**$ 442,597**	**$ 408,637**	**$ 260,953**	**$ (147,684)**	**(36.1)**

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
OTHER FINANCING SOURCES						
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 50,000	$ 2,232	4.7
Operating Transfers In						
From Operating Grant Fund	-	103,479	1,639	-	(1,639)	(100.0)
From ARPA Fund	10,053,427	1,015,969	406,809	-	(406,809)	(100.0)
From Impact Fees Fund/Admin	-	24,404	30,000	30,000	-	-
From Impact Fees Fund/Law Enforcement	30,005	10,340	10,500	15,500	5,000	47.6
TOTAL OTHER FINANCING SOURCES	**$ 10,135,232**	**$ 1,182,545**	**$ 496,716**	**$ 95,500**	**$ (401,216)**	**(80.8)**
TOTAL REVENUES	**$ 49,640,514**	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 1,126,697**	**2.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

General Fund Expenditures by Category

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 12,229,052	$ 14,272,592	$ 16,599,990	$ 17,709,358	$ 1,109,368	6.7
Employee Benefits	4,598,787	5,149,420	5,935,611	6,405,494	469,883	7.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 16,827,840**	**$ 19,422,012**	**$ 22,535,601**	**$ 24,114,852**	**$ 1,579,251**	**7.0**
MAINTENANCE & OPERATIONS						
Professional Services	$ 1,389,074	$ 1,310,154	$ 1,741,256	$ 1,693,618	$ (47,638)	(2.7)
Property Services	1,399,692	1,513,911	1,728,607	2,224,274	495,667	28.7
Other Purchased Services	3,332,174	3,606,243	4,658,563	5,138,048	479,485	10.3
Supplies	336,611	647,313	643,300	805,498	162,198	25.2
Utilities	678,728	711,614	767,319	794,756	27,437	3.6
Fuel	237,279	236,661	223,442	241,893	18,451	8.3
Capital Outlay	572,477	690,155	853,774	1,012,845	159,071	18.6
Other Costs	3,623	4,112	9,400	9,200	(200)	(2.1)
M&O Initiatives	-	-	-	1,090,578	1,090,578	-
TOTAL MAINTENANCE & OPERATIONS	**$ 7,949,659**	**$ 8,720,163**	**$ 10,625,661**	**$ 13,010,711**	**$ 2,385,050**	**22.4**
OTHER COSTS						
Contingency	$ -	$ -	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ -**	**$ -**	**$ 371,256**	**$ 371,256**	**-**
OTHER FINANCING USES						
Interfund Transfers Out						
To Capital Projects Fund	$ 21,852,185	$ 12,840,456	$ 13,874,954	$ 7,677,455	$ (6,197,499)	(44.7)
To Capital Grant Fund	-	6,000	-	-	-	-
To Revenue Bond Fund	1,650,526	1,649,025	1,650,400	1,649,525	(875)	(0.1)
To Special Events Fund	49,824	-	-	46,882	46,882	-
To Impact Fees Fund	-	-	323,718	-	(323,718)	(100.0)
To TSPLOST Fund	-	180,000	-	-	-	-
TOTAL OTHER FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,849,072**	**$ 9,373,862**	**$ (6,475,210)**	**(40.9)**
TOTAL EXPENDITURES	**$ 48,330,033**	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ (2,139,653)**	**(4.4)**

GENERAL FUND

EXPENDITURES BY DEPARTMENT

Mayor & Council General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 101,389	$ 116,928	$ 148,600	$ 148,600	$ -	-
Stipend	2,760	6,874	15,000	15,000	-	-
Employee Benefits	5,682	6,566	8,433	8,433	-	-
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 109,831**	**$ 130,368**	**$ 172,033**	**$ 172,033**	**$ -**	**-**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 838	$ -	$ -	$ -	-
Printing	196	382	400	400	-	-
Travel	4,630	1,505	15,500	15,500	-	-
Dues & Fees	11,981	12,310	12,653	13,200	547	4.3
Education & Training	2,451	1,536	11,200	11,200	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 19,258**	**$ 16,571**	**$ 39,753**	**$ 40,300**	**$ 547**	**1.4**
SUPPLIES						
General Supplies	$ 644	$ 539	$ 700	$ 700	$ -	-
Food & Meals	1,383	949	1,600	1,600	-	-
TOTAL SUPPLIES	**$ 2,027**	**$ 1,487**	**$ 2,300**	**$ 2,300**	**$ -**	**-**
TOTAL MAYOR & COUNCIL	**$ 131,116**	**$ 148,427**	**$ 214,086**	**$ 214,633**	**$ 547**	**0.3**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

City Clerk General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 93,582	$ 99,151	$ 107,757	$ 112,933	$ 5,176	4.8
Employee Benefits	41,324	43,581	45,523	49,374	3,851	8.5
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 134,906**	**$ 142,731**	**$ 153,280**	**$ 162,307**	**$ 9,027**	**5.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 197,127	$ 5,272	$ 9,000	$ 9,240	$ 240	2.7
Communications	654	652	497	511	14	2.9
Postage	-	-	100	100	-	-
Advertising	658	180	700	700	-	-
Printing	-	17	100	100	-	-
Travel	1,132	432	1,300	2,600	1,300	100.0
Dues & Fees	500	-	110	110	-	-
Education & Training	378	1,120	1,000	1,000	-	-
Maintenance Contracts	19,963	16,787	69,813	26,389	(43,424)	(62.2)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 220,412**	**$ 24,461**	**$ 82,620**	**$ 40,750**	**$ (41,870)**	**(50.7)**
SUPPLIES						
General Supplies	$ 512	$ 821	$ 1,000	$ 500	$ (500)	(50.0)
Food & Meals	59	78	100	-	(100)	(100.0)
TOTAL SUPPLIES	**$ 571**	**$ 899**	**$ 1,100**	**$ 500**	**$ (600)**	**(54.5)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ 1,886	$ -	$ -	$ -	-
TOTAL SUPPLIES	**$ -**	**$ 1,886**	**$ -**	**$ -**	**$ -**	**-**
TOTAL CITY CLERK	**$ 355,889**	**$ 169,977**	**$ 237,000**	**$ 203,557**	**$ (33,443)**	**(14.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Maintenance Contracts is a result of one-time costs associated with codifying the UDC in FY24 ($25,000) as well as the change over to the new MuniCode contract (fees are no longer based on a per page model).

City Manager General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 586,882	$ 636,506	$ 697,472	$ 728,609	$ 31,137	4.5
Employee Benefits	185,966	197,353	211,162	224,746	13,584	6.4
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 772,848**	**$ 833,859**	**$ 908,634**	**$ 953,355**	**$ 44,721**	**4.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 37,578	$ 21,646	$ 45,900	$ 24,500	$ (21,400)	(46.6)
Communications	1,842	1,732	2,154	2,197	43	2.0
Postage	-	-	50	50	-	-
Advertising	-	-	240	240	-	-
Printing	650	248	200	200	-	-
Travel	3,126	764	3,375	1,957	(1,418)	(42.0)
Dues & Fees	3,593	4,291	5,025	5,370	345	6.9
Education & Training	6,784	1,924	7,075	7,375	300	4.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 53,573**	**$ 30,606**	**$ 64,019**	**$ 41,889**	**$ (22,130)**	**(34.6)**
SUPPLIES						
General Supplies	$ -	$ 29	$ 300	$ 309	$ 9	3.0
Food & Meals	1,709	2,746	1,500	1,545	45	3.0
Books & Periodicals	166	60	1,000	1,030	30	3.0
TOTAL SUPPLIES	**$ 1,875**	**$ 2,835**	**$ 2,800**	**$ 2,884**	**$ 84**	**3.0**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ 3,771	$ -	$ -	$ -	-
TOTAL CAPITAL OUTLAYS	**$ -**	**$ 3,771**	**$ -**	**$ -**	**$ -**	**-**
OTHER COSTS						
Payment To Others	$ 197	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 197**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL CITY MANAGER	**$ 828,493**	**$ 871,070**	**$ 975,453**	**$ 998,129**	**$ 22,676**	**2.3**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is a result of the budget for the biennial National Citizen's Survey in FY 2024 that will not recur in FY 2025.

Elections General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ -	$ 7,215	$ 36,495	$ 2,400	$ (34,095)	(93.4)
Employee Benefits	-	13	2,235	125	(2,110)	(94.4)
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ -**	**$ 7,228**	**$ 38,730**	**$ 2,525**	**$ (36,205)**	**(93.5)**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 16,667	$ 8,333	$ -	$ (8,333)	(100.0)
Postage	-	-	41	-	(41)	(100.0)
Advertising	-	1,215	485	1,575	1,090	224.7
Printing	-	-	7,780	-	(7,780)	(100.0)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ -**	**$ 17,983**	**$ 16,639**	**$ 1,575**	**$ (15,064)**	**(90.5)**
SUPPLIES						
General Supplies	$ -	$ 428	$ 7,968	$ 906	$ (7,062)	(88.6)
TOTAL SUPPLIES	**$ -**	**$ 428**	**$ 10,014**	**$ 906**	**$ (9,108)**	**(90.9)**
TOTAL CITY MANAGER	**$ -**	**$ 29,359**	**$ 67,291**	**$ 5,006**	**$ (62,285)**	**(92.6)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The Elections department was established in FY 2023 when the Mayor and Council approved a resolution allowing the City to run its own municipal elections. Initial start-up costs for professional fees and equipment were one-time expenses in FY 2023 that will not recur. In FY 2024 the City incurred the majority of the poll worker/manager expenses during the first city-run election in November 2023. FY 2025 is an off cycle year and only minor expenses related to preparation for the November 2025 election will be incurred.

General Administration General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 11,506	$ -	$ -	$ -	-
Postage	7,558	8,500	8,500	8,585	85	1.0
Dues & Fees	1,754	1,713	1,460	2,000	540	37.0
Maintenance Contracts	2,379	5,174	7,894	7,859	(35)	(0.4)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 11,691**	**$ 26,973**	**$ 17,854**	**$ 18,444**	**$ 590**	**3.3**
SUPPLIES						
General Supplies	$ 33,931	$ 48,629	$ 37,450	$ 27,914	$ (9,537)	(25.5)
Food & Meals	86	-	-	-	-	-
TOTAL SUPPLIES	**$ 34,017**	**$ 48,629**	**$ 37,450**	**$ 27,914**	**$ (9,537)**	**(25.5)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ -	$ 11,000	$ -	$ (11,000)	(100.0)
TOTAL CAPITAL OUTLAYS	**$ -**	**$ -**	**$ 11,000**	**$ -**	**$ (11,000)**	**(100.0)**
TOTAL GENERAL ADMINISTRATION	**$ 45,708**	**$ 75,601**	**$ 66,304**	**$ 46,358**	**$ (19,946)**	**(30.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The decrease in General Supplies is related to the decision to transition to a managed print services model that staff is researching (corresponding increases to Machinery & Equipment will be seen in the Information Services department). This timeline for this project was deferred for a period while IS staff addressed other priority projects.

• The decrease in Machinery & Equipment is related to the one-time expenses associated with the purchase of a folder/inserter machine and will not recur in FY 2025.

Finance General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 377,469	$ 440,222	$ 524,928	$ 550,677	$ 25,749	4.9
Employee Benefits	94,885	127,565	167,506	174,068	6,562	3.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 472,354**	**$ 567,787**	**$ 692,434**	**$ 724,745**	**$ 32,311**	**4.7**
PURCHASED/CONTRACTED SERVICES						
Administrative Fees	$ 4,414	$ 5,188	$ 11,250	$ 11,000	$ (250)	(2.2)
Professional Fees	57,055	63,920	107,500	81,500	(26,000)	(24.2)
Communications	360	452	600	600	-	-
Postage	6,248	6,851	7,000	7,000	-	-
Advertising	2,458	3,297	4,000	2,500	(1,500)	(37.5)
Printing	6,805	6,712	7,600	11,600	4,000	52.6
Travel	931	1,206	-	1,850	1,850	-
Dues & Fees	1,959	1,994	2,150	2,150	-	-
Education & Training	2,523	1,124	2,400	5,950	3,550	147.9
Maintenance Contracts	57,236	76,030	115,500	198,500	83,000	71.9
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 139,988**	**$ 166,775**	**$ 258,000**	**$ 322,650**	**$ 64,650**	**25.1**
SUPPLIES						
General Supplies	$ 436	$ 881	$ 950	$ 750	$ (200)	(21.1)
TOTAL SUPPLIES	**$ 436**	**$ 960**	**$ 950**	**$ 750**	**$ (200)**	**(21.1)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 1,196	$ 5,940	$ 825	$ 1,600	$ 775	93.9
TOTAL CAPITAL OUTLAYS	**$ 1,196**	**$ 5,940**	**$ 825**	**$ 1,600**	**$ 775**	**93.9**
OTHER COSTS						
Interest Due On Tax Refunds	$ 102	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 102**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL FINANCE	**$ 614,076**	**$ 741,461**	**$ 952,209**	**$ 1,049,745**	**$ 97,536**	**10.2**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is associated with one-time implementation costs related to the priority based budgeting software that will not recur in FY25.
- The increase in Maintenance Contracts includes a full year of expenses associated with the migration to a new ERP as well as a full year of expenses associated with the City's priority based budgeting software.

Legal General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 417,092	$ 555,840	$ 715,000	$ 550,000	$ (165,000)	(23.1)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 417,092**	**$ 555,840**	**$ 715,000**	**$ 550,000**	**$ (165,000)**	**(23.1)**
TOTAL LEGAL	**$ 417,092**	**$ 555,840**	**$ 715,000**	**$ 550,000**	**$ (165,000)**	**(23.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The decrease recognized is related to the higher than anticipated costs associated with legal expenses in FY 2024.

Information Services General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 104,862	$ 214,654	$ 265,360	$ 277,888	$ 12,528	4.7
Employee Benefits	34,904	49,961	84,220	89,732	5,512	6.5
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 139,766**	**$ 264,615**	**$ 349,580**	**$ 367,620**	**$ 18,040**	**5.2**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 23,938	$ 62,635	$ 43,800	$ 140,300	$ 96,500	220.3
Equipment Repair & Maintenance	-	-	20,000	-	(20,000)	(100.0)
Communications	47,069	43,712	231,339	188,000	(43,339)	(18.7)
Postage	-	-	250	250	-	-
Advertising	-	214	-	-	-	-
Printing	-	34	-	-	-	-
Travel	-	-	2,100	2,100	-	-
Dues & Fees	-	-	750	800	50	6.7
Education & Training	-	990	18,360	35,000	16,640	90.6
Maintenance Contracts	710,175	720,025	919,565	933,468	13,903	1.5
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 781,182**	**$ 827,610**	**$ 1,236,164**	**$ 1,299,918**	**$ 63,754**	**5.2**
SUPPLIES						
General Supplies	$ -	$ 147	$ 4,000	$ 2,250	$ (1,750)	(43.8)
Food & Meals	-	386	1,000	1,000	-	-
TOTAL SUPPLIES	**$ -**	**$ 532**	**$ 5,000**	**$ 3,250**	**$ (1,750)**	**462.1**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 218,388	$ 248,211	$ 411,965	$ 421,190	$ 9,225	2.2
TOTAL CAPITAL OUTLAYS	**$ 218,388**	**$ 248,211**	**$ 411,965**	**$ 421,190**	**$ 9,225**	**2.2**
TOTAL INFORMATION SERVICES	**$ 1,139,336**	**$ 1,340,967**	**$ 2,002,709**	**$ 2,091,978**	**$ 89,269**	**4.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase to the Professional Fees category is related to one-time implementation costs associated with the migration of on-premise solutions to the cloud, app development consulting fees, and security testing.
- The decrease to the Equipment Repair & Maintenance category is related to one-time repairs made at the PSC in FY 2024 that will not recur in FY 2025.
- The decrease to the Communications category is a result of the decision to utilize a new backup model, condense lines and migrate to a new service provider.
- The increase is Education & Training is associated with added city-wide training related to cyber security and new applications/software.
- Costs in the Machinery & Equipment category include annual hardware warranties as well as inflationary increases being seen related to hardware and software purchases.

Human Resources General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 179,621	$ 198,300	$ 222,246	$ 233,091	$ 10,845	4.9
Employee Benefits	76,216	66,738	72,492	76,427	3,935	5.4
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 255,837**	**$ 265,037**	**$ 294,738**	**$ 309,518**	**$ 14,780**	**5.0**
PURCHASED/CONTRACTED SERVICES						
Administrative Fees	$ 47,000	$ 50,390	$ 53,150	$ 58,547	$ 5,397	10.2
Professional Fees	95,981	88,151	139,687	95,870	(43,817)	(31.4)
Communications	1,145	1,146	1,500	1,152	(348)	(23.2)
Postage	-	-	100	100	-	-
Advertising	3,150	504	1,500	2,000	500	33.3
Printing	-	98	700	728	28	4.0
Travel	2,066	2,546	19,700	21,100	1,400	7.1
Dues & Fees	256	1,187	3,580	6,464	2,884	80.6
Education & Training	199	12,357	46,440	47,640	1,200	2.6
Maintenance Contracts	522	21,106	24,267	32,422	8,155	33.6
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 150,319**	**$ 177,484**	**$ 291,372**	**$ 266,023**	**$ (25,349)**	**(8.7)**
SUPPLIES						
General Supplies	$ 6,045	$ 3,285	$ 4,500	$ 5,000	$ 500	11.1
Food & Meals	4,263	14,653	15,100	10,100	(5,000)	(33.1)
TOTAL SUPPLIES	**$ 10,307**	**$ 17,938**	**$ 19,600**	**$ 15,100**	**$ (4,500)**	**(23.0)**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 375	$ -	$ -	$ -	$ -	-
Machinery & Equipment	-	-	-	72,598	72,598	-
TOTAL CAPITAL OUTLAYS	**$ 375**	**$ -**	**$ -**	**$ 72,598**	**$ 72,598**	**-**
TOTAL HUMAN RESOURCES	**$ 416,839**	**$ 460,459**	**$ 605,710**	**$ 663,238**	**$ 57,528**	**9.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.

• The decrease in Professional Fees is related to the reclassification of costs associated with implementing a new human resource information system (HRIS), see Machinery & Equipment for offsetting increase which also includes updated pricing from the vendor and one-time implementation and training expenses.

Risk Management General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Insurance	$ 306,617	$ 343,596	$ 356,154	$ 410,300	$ 54,146	15.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 306,617**	**$ 343,596**	**$ 356,154**	**$ 410,300**	**$ 54,146**	**15.2**
OTHER COSTS						
Payment To Others	$ 950	$ -	$ 3,000	$ -	$ (3,000)	(100.0)
TOTAL OTHER COSTS	**$ 950**	**$ -**	**$ 3,000**	**$ -**	**$ (3,000)**	**(100.0)**
TOTAL RISK MANAGEMENT	**$ 307,567**	**$ 343,596**	**$ 359,154**	**$ 410,300**	**$ 51,146**	**14.2**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• After accounting for the anticipated annual increase in premiums, as well as added coverage expected in FY 2025, the City projects a 15% increase overall in Risk Management from FY 2024 to FY 2025.

General Government Buildings General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Cleaning Services	$ 48,294	$ 49,239	$ 64,194	$ 66,655	$ 2,461	3.8
Facility Repair & Maintenance	28,407	80,265	47,160	68,910	21,750	46.1
Grounds Repair & Maintenance	46,265	47,388	55,970	76,688	20,718	37.0
Communications	23,592	33,857	1,324	3,500	2,176	164.4
Maintenance Contracts	1,803	4,045	2,783	4,500	1,717	61.7
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 148,361**	**$ 214,794**	**$ 171,431**	**$ 220,252**	**$ 48,821**	**28.5**
SUPPLIES						
General Supplies	$ 10,003	$ 11,254	$ 12,231	$ 13,134	$ 903	7.4
Utilities	65,496	74,013	83,291	87,718	4,427	5.3
TOTAL SUPPLIES	**$ 75,499**	**$ 85,267**	**$ 95,522**	**$ 100,852**	**$ 5,330**	**5.6**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 2,992	$ 18,646	$ 25,307	$ 23,870	$ (1,437)	(5.7)
Machinery & Equipment	-	986	19,393	14,825	(4,568)	(23.6)
TOTAL CAPITAL OUTLAYS	**$ 2,992**	**$ 19,633**	**$ 44,700**	**$ 38,695**	**$ (6,005)**	**(13.4)**
TOTAL GENERAL GOVERNMENT BUILDINGS	**$ 226,853**	**$ 319,694**	**$ 311,653**	**$ 359,800**	**$ 48,147**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increases in the Facility Repair & Maintenance category is associated with facility improvements in Council Chambers as well as exterior painting at the Byrd House.
- The increases in Grounds Repair & Maintenance is related to planned landscaping improvments at City Hall.

Communications General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 222,502	$ 215,445	$ 281,323	$ 294,245	$ 12,922	4.6
Employee Benefits	71,060	86,680	109,648	119,751	10,103	9.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 293,562**	**$ 302,125**	**$ 390,971**	**$ 413,996**	**$ 23,025**	**5.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 9,319	$ 6,010	$ 20,160	$ 52,700	$ 32,540	161.4
Communications	1,666	1,700	2,355	650	(1,705)	(72.4)
Postage	-	-	150	150	-	-
Advertising	6,850	3,308	14,270	14,000	(270)	(1.9)
Printing	49	51	2,000	2,000	-	-
Travel	1,132	987	3,400	5,235	1,835	54.0
Dues & Fees	302	295	1,045	1,505	460	44.0
Education & Training	390	750	4,000	7,100	3,100	77.5
Maintenance Contracts	19,002	18,840	49,755	51,831	2,076	4.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 38,710**	**$ 31,940**	**$ 97,135**	**$ 135,171**	**$ 38,036**	**39.2**
SUPPLIES						
General Supplies	$ 680	$ 110	$ 1,700	$ 1,591	$ (109)	(6.4)
Food & Meals	65	-	215	250	35	16.3
Uniforms	-	97	160	200	40	25.0
Promotional Items	-	-	3,000	300	(2,700)	(90.0)
TOTAL SUPPLIES	**$ 745**	**$ 208**	**$ 5,075**	**$ 2,341**	**$ (2,734)**	**(53.9)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 6	$ 6,581	$ 2,750	$ 2,650	$ (100)	(3.6)
TOTAL CAPITAL OUTLAYS	**$ 6**	**$ 6,581**	**$ 2,750**	**$ 2,650**	**$ (100)**	**(3.6)**
TOTAL COMMUNICATIONS	**$ 333,023**	**$ 340,854**	**$ 495,931**	**$ 554,158**	**$ 58,227**	**11.7**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase in Professional Fees is related to planned website design upgrades.

Community Outreach & Engagement General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 18,282	$ -	$ -	$ -	$ -	-
Employee Benefits	17,303	-	-	-	-	-
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 35,584**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 1,355	$ -	$ -	$ -	$ -	-
Rental Equipment & Vehicles	1,192	-	-	-	-	-
Communications	806	-	-	-	-	-
Advertising	14	-	-	-	-	-
Printing	120	-	-	-	-	-
Dues & Fees	3,492	-	-	-	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 6,979**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
SUPPLIES						
General Supplies	$ 3,689	$ -	$ -	$ -	$ -	-
Food & Meals	2,875	-	-	-	-	-
Promotional Items	3,667	-	-	-	-	-
TOTAL SUPPLIES	**$ 10,231**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
OTHER COSTS						
Payments To Others	$ 74	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 74**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL COMMUNITY OUTREACH & ENGAGEMENT	**$ 52,869**	**$ -**	**$ -**	**$ -**	**$ -**	**-**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Municipal Court General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 144,294	$ 110,844	$ 158,929	$ 178,227	$ 19,298	12.1
Employee Benefits	35,355	34,118	45,705	51,057	5,352	11.7
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 179,649**	**$ 144,961**	**$ 204,634**	**$ 229,284**	**$ 24,650**	**12.0**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 122,101	$ 162,370	$ 192,745	$ 212,100	$ 19,355	10.0
Cleaning Services	11,747	11,873	15,450	15,300	(150)	(1.0)
Lawn Care	-	-	2,500	6,500	4,000	160.0
Facility Repair & Maintenance	7,062	3,159	3,000	15,000	12,000	400.0
Grounds Repair & Maintenance	2,250	2,563	2,500	8,000	5,500	220.0
Rental Land & Buildings	-	-	-	-	-	-
Communications	4,283	4,522	1,318	2,300	982	74.5
Postage	1,458	-	700	2,000	1,300	185.7
Advertising	-	-	-	250	250	-
Printing	1,066	1,551	1,017	2,500	1,483	145.8
Travel	895	206	800	3,500	2,700	337.5
Dues & Fees	-	120	100	200	100	100.0
Education & Training	150	790	325	975	650	200.0
Maintenance Contracts	16,745	37,753	38,099	37,180	(919)	(2.4)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 167,757**	**$ 224,904**	**$ 258,554**	**$ 305,805**	**$ 47,251**	**18.3**
SUPPLIES						
General Supplies	$ 1,636	$ 3,645	$ 4,300	$ 9,000	$ 4,700	109.3
Utilities	16,448	15,871	16,300	12,450	(3,850)	(23.6)
Books & Periodicals	228	255	274	300	26	9.5
Uniforms	-	-	500	-	(500)	(100.0)
TOTAL SUPPLIES	**$ 18,311**	**$ 19,771**	**$ 21,374**	**$ 21,750**	**$ 376**	**1.8**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ -	$ 1,944	$ 1,822	$ 2,000	$ 178	9.8
Machinery & Equipment	4,268	11,095	-	2,500	2,500	-
TOTAL CAPITAL OUTLAYS	**$ 4,268**	**$ 13,039**	**$ 1,822**	**$ 4,500**	**$ 2,678**	**147.0**
TOTAL MUNICIPAL COURT	**$ 369,984**	**$ 402,675**	**$ 486,384**	**$ 561,339**	**$ 74,955**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The variance in Salaries & Wages is the result of budgeting for Court Security, additional court dates, and the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.

• The increase in Professional Fees is related to annual increases associated with staffing under the shared Court services IGA with the City of Alpharetta.

• The increase in Facility Repair & Maintenance is related to periodic routine maintenance including fence painting and column repairs which did not occur in FY24 (cost shared with the Police Department).

Police General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 3,240,289	$ 3,806,573	$ 4,655,156	$ 4,962,751	$ 307,595	6.6
Employee Benefits	1,278,074	1,405,503	1,686,959	1,837,504	150,545	8.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 4,518,363**	**$ 5,212,076**	**$ 6,342,115**	**$ 6,800,256**	**$ 458,141**	**7.2**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 29,173	$ 51,803	$ 76,676	$ 51,440	$ (25,236)	(32.9)
Cleaning Services	12,845	13,276	18,150	17,150	(1,000)	(5.5)
Lawn Care	750	-	-	2,400	2,400	-
Equipment Repair & Maintenance	1,875	1,937	2,700	5,300	2,600	96.3
Facility Repair & Maintenance	21,096	23,472	20,000	35,000	15,000	75.0
Vehicle Repair & Maintenance	106,833	94,152	97,000	97,000	-	-
Grounds Repair & Maintenance	9,419	7,692	5,000	12,000	7,000	140.0
Communications	99,476	109,743	63,623	49,400	(14,223)	(22.4)
Postage	1,314	220	515	1,500	985	191.3
Advertising	-	679	1,000	750	(250)	(25.0)
Printing	3,383	6,725	4,760	6,300	1,540	32.4
Travel	16,824	22,957	24,129	47,370	23,241	96.3
Dues & Fees	15,534	16,033	28,308	18,508	(9,800)	(34.6)
Education & Training	24,565	38,856	34,800	60,220	25,420	73.0
Maintenance Contracts	444,268	479,391	707,289	887,697	180,408	25.5
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 787,357**	**$ 866,936**	**$ 1,083,950**	**$ 1,292,035**	**$ 208,085**	**19.2**
SUPPLIES						
General Supplies	$ 33,982	$ 66,638	$ 40,250	$ 46,500	$ 6,250	15.5
Utilities	16,448	15,871	15,420	15,420	-	-
Gasoline/Diesel	153,927	144,007	135,000	145,000	10,000	7.4
Food & Meals	2,669	1,544	2,500	2,500	-	-
Books & Periodicals	1,342	1,368	1,820	1,000	(820)	(45.1)
Uniforms	40,501	56,716	60,530	44,000	(16,530)	(27.3)
TOTAL SUPPLIES	**$ 248,868**	**$ 286,145**	**$ 255,520**	**$ 254,420**	**$ (1,100)**	**(0.4)**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 14,816	$ 1,125	$ -	$ 19,000	$ 19,000	-
Machinery & Equipment	184,172	154,862	180,859	116,050	(64,809)	(35.8)
TOTAL CAPITAL OUTLAYS	**$ 198,989**	**$ 155,987**	**$ 180,859**	**$ 135,050**	**$ (45,809)**	**(25.3)**
TOTAL POLICE	**$ 5,753,577**	**$ 6,521,143**	**$ 7,862,444**	**$ 8,481,761**	**$ 619,317**	**7.9**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway, a full year of funding for the full-time Records Clerk position approved in April 2024 (a corresponding decrease will be seen in the Professional Fees category as the department related to removal of funding for external redaction services), and related impacts on the overtime and holiday pay categories.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums. This increase also takes into account unspent benefit related funds that were transferred to the salaries category in FY 2024 to account for higher than forecasted overtime costs.

• The increase in Facility Repair & Maintenance is related to periodic routine maintenance including fence painting and column repairs which did not occur in FY24 (cost shared with the Municipal Court Department).
• Increases in the Travel and Education & Training categories are associated with the release of funding in FY 2024 for other unforeseen expenditures and a return to the planned training schedule and some increases for SWAT and Command level training.
• The increase in Maintenance Contracts is primarily due to the department's in car, body worn, and surveillance camera costs and associated contractual changes and inflationary increases.
• The increase in Furniture & Fixtures is associated with reconfiguring workspaces at the PSC.
• The decrease in Machinery & Equipment is related to the budgeted purchase of an unmanned aerial system (drone) in FY24 that will not recur in FY25.

Fire General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 4,962,619	$ 5,550,393	$ 6,065,645	$ 6,386,577	$ 320,932	5.3
Employee Benefits	1,962,659	2,131,107	2,279,837	2,443,761	163,924	7.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 6,925,278**	**$ 7,681,501**	**$ 8,345,482**	**$ 8,830,337**	**$ 484,855**	**5.8**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 110,953	$ 101,292	$ 151,075	$ 286,634	$ 135,559	89.7
Cleaning Services	10,588	13,072	25,216	24,000	(1,216)	(4.8)
Lawn Care	94	-	-	-	-	-
Equipment Repair & Maintenance	131,621	200,575	175,125	318,250	143,125	81.7
Facility Repair & Maintenance	171,134	451	42,034	40,000	(2,034)	(4.8)
Grounds Repair & Maintenance	20,000	21,595	31,700	37,801	6,101	19.2
Rental Land & Buildings	1,230	2,715	2,000	2,000	-	-
Rental Equipment & Vehicles	4,459	293	-	2,060	2,060	-
Communications	103,193	114,769	27,953	34,662	6,709	24.0
Postage	552	14	750	773	23	3.1
Advertising	557	411	353	787	434	122.9
Printing	1,059	641	853	1,030	177	20.8
Travel	12,011	17,723	38,334	39,387	1,053	2.7
Dues & Fees	11,172	10,909	20,474	19,722	(752)	(3.7)
Education & Training	19,797	13,385	42,319	38,433	(3,886)	(9.2)
Maintenance Contracts	236,889	264,291	347,722	378,692	30,970	8.9
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 835,309**	**$ 762,138**	**$ 905,908**	**$ 1,224,231**	**$ 318,323**	**35.1**
SUPPLIES						
General Supplies	$ 62,754	$ 95,106	$ 89,452	$ 103,346	$ 13,894	15.5
Utilities	67,646	81,072	95,928	109,482	13,554	14.1
Gasoline/Diesel	61,582	74,248	57,728	68,612	10,884	18.9
Food & Meals	2,032	2,942	7,285	7,000	(285)	(3.9)
Books & Periodicals	5,291	3,643	3,226	4,000	774	24.0
Uniforms	71,208	241,670	151,218	282,000	130,782	86.5
TOTAL SUPPLIES	**$ 270,513**	**$ 498,682**	**$ 404,837**	**$ 574,440**	**$ 169,603**	**41.9**
CAPITAL OUTLAYS						
Property	$ -	$ -	$ -	$ -	$ -	-
Machinery & Equipment	61,114	108,667	68,437	163,940	95,503	139.5
Furniture & Fixtures	21,152	9,065	1,574	39,000	37,426	2,377.8
TOTAL CAPITAL OUTLAYS	**$ 82,267**	**$ 117,732**	**$ 70,011**	**$ 202,940**	**$ 132,929**	**189.9**
TOTAL FIRE	**$ 8,113,366**	**$ 9,060,053**	**$ 9,726,238**	**$ 10,831,948**	**$ 1,105,710**	**11.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase in Professional Fees is being driven by a full year of anticipated expenses associated with the recently approved ambulance subsidy (there was only one quarter incurred in FY24).
- The increase in Equipment Repair & Maintenance is associated with vehicles/apparatus that are no longer under warranty.
- The increase in Uniforms is being driven by cost increases as well as the timing of standard uniform and turnout gear replacements.
- The increases in Machinery & Equipment and Furniture & Fixtures are associated with outfitting Fire Station 45 and will not recur in FY26.

Public Works General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 762,659	$ 969,184	$ 1,091,868	$ 1,184,136	$ 92,268	8.5
Employee Benefits	290,278	361,288	405,223	452,688	47,465	11.7
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 1,052,937**	**$ 1,330,471**	**$ 1,497,091**	**$ 1,636,823**	**$ 139,732**	**9.3**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 101,528	$ 34,087	$ 97,315	$ 47,386	$ (49,929)	(51.3)
Cleaning Services	8,812	4,231	27,892	23,579	(4,313)	(15.5)
Lawn Care	214,510	253,795	312,000	326,540	14,540	4.7
Equipment Repair & Maintenance	27,769	8,739	24,006	26,894	2,888	12.0
Vehicle Repair & Maintenance	14,739	2,251	15,088	30,603	15,515	102.8
Rental Equipment & Vehicles	-	-	1,854	1,910	56	3.0
Communications	10,066	10,517	6,081	6,264	183	3.0
Postage	7	26	52	53	1	1.9
Advertising	2,931	3,450	3,375	3,500	125	3.7
Printing	121	152	500	200	(300)	(60.0)
Travel	5,333	3,090	8,885	9,148	263	3.0
Dues & Fees	1,173	1,389	4,906	4,735	(171)	(3.5)
Education & Training	4,136	8,665	8,063	8,185	122	1.5
Contract Labor	556,001	581,290	587,855	608,055	20,200	3.4
Maintenance Contracts	19,021	23,821	35,445	89,994	54,549	153.9
Other Purchased Services	43,982	-	5,420	35,914	30,494	562.6
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 1,010,127**	**$ 935,501**	**$ 1,138,737**	**$ 1,222,960**	**$ 84,223**	**7.4**
SUPPLIES						
General Supplies	$ 10,145	$ 15,349	$ 73,517	$ 86,917	$ 13,400	18.2
Utilities	435,571	444,602	455,054	468,706	13,652	3.0
Gasoline/Diesel	12,618	10,168	18,719	19,281	562	3.0
Food & Meals	233	585	1,600	1,600	-	-
Uniforms	2,215	2,295	2,472	2,546	74	3.0
TOTAL SUPPLIES	**$ 460,781**	**$ 472,999**	**$ 551,362**	**$ 579,050**	**$ 27,688**	**5.0**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 29,172	$ 55,759	$ 54,903	$ 47,720	$ (7,183)	(13.1)
TOTAL CAPITAL OUTLAYS	**$ 29,172**	**$ 55,759**	**$ 54,903**	**$ 47,720**	**$ (7,183)**	**(13.1)**
OTHER COSTS						
Payments to Others	$ 2,300	$ 3,500	$ 2,400	$ 3,200	$ 800	33.3
TOTAL OTHER COSTS	**$ 2,300**	**$ 3,500**	**$ 2,400**	**$ 3,200**	**$ 800**	**33.3**
TOTAL PUBLIC WORKS	**$ 2,555,318**	**$ 2,798,231**	**$ 3,244,493**	**$ 3,489,753**	**$ 245,260**	**7.6**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages and Employee Benefits is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as a full-year of costs associated with the full-time Facility Technician position approved in April 2024.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is associated with the Recycling and Solid Waste Management Plan (RSWMP) that is planned to be completed in FY24 and will not recur in FY25 which is being partially offset by increases to Other Purchased Services for costs associated with implementing the RSWMP.
- The increase in Vehicle Repair & Maintenance is associated with one-time costs related to updating the City vehicle decals to match the new branding approved in FY24 ($10,000) and consideration for inflationary increases.
- The increase in Maintenance Contracts is a result of the department recognizing its share of the N. Fulton Regional Radio System Authority (NFRRSA) fees for its portable radios.
- The increase in General Supplies is associated with the cost of anticipated materials needed for asphalt patching/pot hole repairs and other maintenance handled outside of the paving contract.

Parks & Recreation (Active) General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 283,551	$ 469,109	$ 629,980	$ 667,685	$ 37,705	6.0
Employee Benefits	88,183	126,306	173,542	179,134	5,592	3.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 371,734**	**$ 595,416**	**$ 803,522**	**$ 846,819**	**$ 43,297**	**5.4**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 90,702	$ 5,761	$ 12,610	$ 20,675	$ 8,065	64.0
Cleaning Services	30,178	46,737	61,028	63,658	2,630	4.3
Lawn Care	397,274	391,500	402,440	432,330	29,890	7.4
Facility Repair & Maintenance	34,989	93,593	141,300	212,080	70,780	50.1
Vehicle Repair & Maintenance	93	1,189	3,300	5,680	2,380	72.1
Grounds Repair & Maintenance	57,637	74,489	91,866	118,540	26,674	29.0
Rental Land & Buildings	97,099	140,242	114,625	172,110	57,485	50.2
Rental Equipment & Vehicles	10,290	14,652	27,100	25,500	(1,600)	(5.9)
Communications	18,474	27,945	9,990	17,712	7,722	77.3
Postage	28	-	100	150	50	50.0
Advertising	862	1,050	1,420	3,150	1,730	121.8
Printing	1,622	3,475	4,100	16,300	12,200	297.6
Travel	450	3,295	4,125	3,900	(225)	(5.5)
Dues & Fees	4,936	9,424	11,400	18,500	7,100	62.3
Education & Training	688	516	2,700	6,695	3,995	148.0
Contract Labor	55,480	50,709	81,605	72,000	(9,605)	(11.8)
Maintenance Contracts	12,160	12,852	13,907	13,440	(467)	(3.4)
Other Purchased Services	10,835	5,475	5,450	5,000	(450)	(8.3)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 823,798**	**$ 882,903**	**$ 989,066**	**$ 1,207,420**	**$ 218,354**	**22.1**
SUPPLIES						
General Supplies	$ 23,398	$ 50,038	$ 61,771	$ 92,800	$ 31,029	50.2
Utilities	75,294	78,566	96,460	98,100	1,640	1.7
Gasoline/Diesel	1,039	1,637	1,620	2,000	380	23.5
Food & Meals	1,434	7,005	10,700	11,400	700	6.5
Uniforms	-	1,813	2,050	3,500	1,450	70.7
TOTAL SUPPLIES	**$ 101,165**	**$ 139,059**	**$ 172,601**	**$ 207,800**	**$ 35,199**	**20.4**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 2,907	$ 8,184	$ 7,300	$ 9,000	$ 1,700	23.3
Machinery & Equipment	26,718	28,833	48,126	59,402	11,276	23.4
TOTAL CAPITAL OUTLAYS	**$ 29,625**	**$ 37,017**	**$ 55,426**	**$ 68,402**	**$ 12,976**	**23.4**
OTHER COSTS						
Payments to Others	$ -	$ 612	$ 4,000	$ 6,000	$ 2,000	50.0
TOTAL OTHER COSTS	**$ -**	**$ 612**	**$ 4,000**	**$ 6,000**	**$ 2,000**	**50.0**
TOTAL PARKS & RECREATION (ACTIVE)	**$ 1,326,321**	**$ 1,655,006**	**$ 2,024,615**	**$ 2,336,441**	**$ 311,826**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

- **Please see the seven-year Capital Improvement Plan for large-scale improvements planned for active park sites.**

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as adjustments to the seasonal summer positions in the department.
- The increase in Facility Repair & Maintenance is primarily being driven by improvements at Legacy Park including bathroom renovations and fencing repairs or replacement where needed.
- Increases in the Rental Land & Buildings category is associated with the release of funding in FY 2024 for other unforeseen expenditures and the increase in program participation associated with additional rentals.
- Increases in General Supplies is associated with baseball field improvements including sand, infield mix/conditioner, and field chalk/paint.
- The increase in Machinery & Equipment is related to periodic purchases scheduled for FY 2025 including new backstop padding and lacrosse goals.

Passive Parks/Greenspace General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 910	$ -	$ 13,900	$ -	$ (13,900)	(100.0)
Lawn Care	26,567	41,928	78,724	100,740	22,016	28.0
Facility Repair & Maintenance	350	165	1,050	2,050	1,000	95.2
Grounds Repair & Maintenance	50,544	118,011	102,637	149,987	47,350	46.1
Maintenance Contracts	668	668	692	-	(692)	(100.0)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 79,038**	**$ 160,771**	**$ 197,003**	**$ 252,777**	**$ 55,774**	**28.3**
SUPPLIES						
General Supplies	$ 507	$ 2,148	$ 17,334	$ 12,500	$ (4,834)	(27.9)
Utilities	1,825	1,619	4,866	2,880	(1,986)	(40.8)
TOTAL SUPPLIES	**$ 2,332**	**$ 3,768**	**$ 22,200**	**$ 15,380**	**$ (6,820)**	**(30.7)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 2,929	$ 1,228	$ 7,430	$ 8,500	$ 1,070	14.4
TOTAL CAPITAL OUTLAYS	**$ 2,929**	**$ 1,228**	**$ 7,430**	**$ 8,500**	**$ 1,070**	**14.4**
TOTAL PASSIVE PARKS/GREENSPACE	**$ 84,300**	**$ 165,767**	**$ 226,633**	**$ 276,657**	**$ 50,024**	**22.1**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

- **Please see the seven-year Capital Improvement Plan for large-scale improvements planned for passive park sites.**

Notable Variances Explained

- Increases in Lawn Care are associated with the release of funds for activity categorized as Grounds Repair & Maintenance in FY 2024.
- The increase in Grounds Repair & Maintenance is being driven by one-time expenses associated with tree removal and the house demolition scheduled to occur in FY25 at Lakhapani Preserve.

Community Development General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 1,148,292	$ 1,431,194	$ 1,699,231	$ 1,966,539	$ 267,308	15.7
Employee Benefits	416,898	512,643	643,126	698,695	55,569	8.6
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 1,565,190**	**$ 1,943,837**	**$ 2,342,357**	**$ 2,665,234**	**$ 322,877**	**13.8**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 39,898	$ 66,779	$ 43,155	$ 51,727	$ 8,572	19.9
Vehicle Repair & Maintenance	6,189	2,469	5,250	8,600	3,350	63.8
Communications	9,005	10,775	10,710	11,628	918	8.6
Postage	63	12	525	300	(225)	(42.9)
Advertising	4,231	6,184	11,713	10,200	(1,513)	(12.9)
Printing	2,526	2,463	5,775	5,150	(625)	(10.8)
Travel	403	4,070	9,878	11,500	1,622	16.4
Dues & Fees	4,472	18,891	20,937	20,865	(72)	(0.3)
Education & Training	6,437	8,293	24,141	15,935	(8,206)	(34.0)
Maintenance Contracts	38,800	42,588	76,983	67,535	(9,448)	(12.3)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 112,026**	**$ 162,523**	**$ 209,067**	**$ 203,440**	**$ (5,627)**	**(2.7)**
SUPPLIES						
General Supplies	$ 1,879	$ 2,974	$ 8,103	$ 17,350	$ 9,247	114.1
Gasoline/Diesel	8,113	6,601	10,375	7,000	(3,375)	(32.5)
Food & Meals	1,080	3,172	2,365	2,360	(5)	(0.2)
Books & Periodicals	118	257	1,575	1,800	225	14.3
Uniforms	3,729	2,979	3,938	4,000	62	1.6
TOTAL SUPPLIES	**$ 14,919**	**$ 15,983**	**$ 26,356**	**$ 32,510**	**$ 6,154**	**23.3**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 817	$ -	$ -	$ -	$ -	-
Machinery & Equipment	1,454	19,652	10,175	9,000	(1,175)	(11.5)
TOTAL CAPITAL OUTLAYS	**$ 2,272**	**$ 19,652**	**$ 10,175**	**$ 9,000**	**$ (1,175)**	**(11.5)**
TOTAL COMMUNITY DEVELOPMENT	**$ 1,694,407**	**$ 2,141,995**	**$ 2,587,955**	**$ 2,910,184**	**$ 322,229**	**12.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The variance in Salaries & Wages and Employee Benefits reflects the requested 5% market adjust to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as a full year of salary and benefits related expenses for the Director of Special Projects position that was approved in FY 2024 and a release of funding related to vacancies in FY 2024 (the FY25 budget anticipates a fully staffed department for the entire year and adjustments are based on actuals to-date not prior year budgeted amounts).

Economic Development General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 2,950	$ -	$ -	$ -	$ -	-
Dues & Fees	7,500	-	-	-	-	-
Education & Training	895	-	-	-	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 11,345**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
SUPPLIES						
General Supplies	$ 20	$ -	$ -	$ -	$ -	-
TOTAL SUPPLIES	**$ 20**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL ECONOMIC DEVELOPMENT	**$ 11,365**	**$ -**	**$ -**	**$ -**	**$ -**	**-**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Other Costs/Financing Uses General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
OTHER COSTS						
Contingencies / Unallocated	$ -	$ -	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ -**	**$ -**	**$ 371,256**	**$ 371,256**	**-**
OTHER FINANCING USES						
Interfund Transfers Out						
To Capital Projects Fund	$ 21,852,185	$ 12,840,456	$ 13,874,954	$ 7,677,455	$ (6,197,499)	(44.7)
To Capital Grant Fund	-	6,000	-	-	-	-
To Revenue Bond Fund	1,650,526	1,649,025	1,650,400	1,649,525	(875)	(0.1)
To Special Events Fund	49,824	-	-	46,882	46,882	-
To Confiscated Assets Fund	-	180,000	-	-	-	-
TOTAL OTHER FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,525,354**	**$ 9,373,862**	**$ (6,151,492)**	**(39.6)**
TOTAL OTHER COSTS/FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,525,354**	**$ 9,745,118**	**$ (5,780,236)**	**(37.2)**

Notable Variances Explained

• The decrease in the transfer out to the Capital Projects Fund is being driven by reduced requests for operating funding in FY 2024 as fund balance beyond the City's required reserves was transferred to the Capital Projects Fund in FY 2023.

Maintenance & Operating (M & O) Initiatives Summary

Initiative	FY 2025 Proposed	FY 2026 Impact	FY 2027 Impact	FY 2028 Impact	FY 2029 Impact
CITY CLERK					
Records Clerk (PT)	$ 39,075	$ 40,726	$ 42,559	$ 44,474	$ 46,475
TOTAL CITY CLERK	**$ 39,075**	**$ 40,726**	**$ 42,559**	**$ 44,474**	**$ 46,475**
FINANCE					
Finance Analyst (PT to FT)	$ 57,066	$ 59,634	$ 62,318	$ 65,122	$ 68,052
Payroll and Benefits Analyst (FT)	108,000	112,860	117,939	123,246	128,792
TOTAL FINANCE	**$ 165,066**	**$ 172,494**	**$ 180,256**	**$ 188,368**	**$ 196,844**
INFORMATION SERVICES					
Applications Administrator (FT)	$ 117,750	$ 123,049	$ 128,586	$ 134,372	$ 140,419
GIS Manager (FT)	(65,457)	(65,621)	(65,708)	(65,714)	(65,631)
TOTAL INFORMATION SERVICES	**$ 52,293**	**$ 57,428**	**$ 62,878**	**$ 68,658**	**$ 74,788**
POLICE					
Special Investigations Detective (Task Force) (1 FTE)	$ 113,546	$ 99,720	$ 104,706	$ 109,941	$ 115,438
TOTAL POLICE	**$ 113,546**	**$ 99,720**	**$ 104,706**	**$ 109,941**	**$ 115,438**
FIRE					
Station 45 Staffing (11 FTEs)	$ 536,440	$ 1,191,722	$ 1,245,350	$ 1,301,390	$ 1,359,953
Firefighter Shift Balancing/Relief Factor (1 FTE)	108,328	93,544	97,753	102,152	106,749
TOTAL FIRE	**$ 644,768**	**$ 1,602,557**	**$ 1,676,847**	**$ 1,754,421**	**$ 1,835,421**
PARKS & RECREATION (ACTIVE)					
Outreach & Events Coordinator (PT)	$ 39,650	$ 41,434	$ 43,299	$ 45,247	$ 47,283
Parks Manager (FT)	36,181	131,389	137,302	143,481	149,937
TOTAL PARKS & RECREATION (ACTIVE)	**$ 75,831**	**$ 172,824**	**$ 180,601**	**$ 188,728**	**$ 197,221**
M & O INITIATIVES TOTAL	**$ 1,090,578**	**$ 2,145,748**	**$ 2,247,846**	**$ 2,354,590**	**$ 2,466,187**

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

City Clerk

Part-time Records Clerk

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Freedom of Information Act (FOIA) provides the public the right to request access to records from a government agency. The City Clerk's department is responsible for facilitating all general open records (ORR) request received by the public in accordance with the Georgia Open Records Act. The Clerk's department has experienced a significant increase in volume of ORR received over the last year and additionally, these request are increasing in complexity which increases production time (i.e. document retrieval, compilation, redaction, etc.) In order to handle the increase in volume of ORR"s and conduct the Clerk's departments day to day operations more dedicated manpower is required. A part-time records clerk is being requested to fulfill this immediate need.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Additional staff will process ORR's through the JustFOIA modual, which is equipped with metrics that track the full life cycle of a request, volume received, etc. This additional stall will also provide relief to the City Clerk to allow more dedicated focus to Clerk related responsibilities and promote a better work/life balance.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

As an in-house part-time position, there will be recurring hourly payroll.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	32,500
Benefits	2,275
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	650
Dues & Fees	150
Education & Training	500
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	3,000
Other Equipment	-
	-
	-
	-
	-
TOTAL	**39,075**
Salary/Benefits	34,775
Maintenance & Operating	4,300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	40,726	42,559	44,474	46,475
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	40,726	42,559	44,474	46,475

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Finance

Finance Analyst (PT to FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The reason for the increased position from AP Specialist part-time to Finance Analyst full-time is to provide proper coverage of the position's duties and responsibilities while allowing redundancy of other key positions in the department. Currently, the workload in accounts payable has increased exponentially, with the number of invoices increasing over 17% for the past two years. This in turn creates more paperwork to enter, process and scan at a part-time position that is already being utilized at its limit. This increased position will allow adequate time for accurate data into the system, fewer mistakes during the year and audit season, and additional time to support other areas in the department that need attention.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Effectiveness and efficiency will be significantly improved by this increased position. As we embark on a new ERP system for the department which includes better workflow and document management within the system, I feel this will set the department up for faster response to both our internal and external customers without the support of other areas in the department. Currently, this position is supported by the purchasing department which also is approaching maximum capacity. This position transition to full-time could also allow for time to support the purchasing department interchangeably and less stress on an already short-handed area.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

increase to salary and benefits line and any annual training pertaining to this position. No additional equipment would be needed.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	28,563
Benefits	28,203
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	300
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**57,066**
Salary/Benefits	56,766
Maintenance & Operating	300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	59,634	62,318	65,122	68,052
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	59,634	62,318	65,122	68,052

Notes: This request takes into consideration funding for the current part time position.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Finance

Payroll and Benefits Analyst (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The reason for this position is to have a dedicated person on timesheets, payroll, and benefits. Currently, the tasks required to complete a timely payroll are divided among other staff members in conjunction with their daily tasks. Having this dedicated position perform payroll/benefits tasks will reduce errors, the processing of benefits changes, and employee communication between several people and will provide significant time for checks and balances. This dedicated position will focus on payroll daily, thereby allowing others time to make corrections and check the payroll process in sections.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Effectiveness and efficiency will be significantly improved with this new position. As we grow the demands of time and attendance and payroll will grow. This position will serve as the primary point of contact and processing of payroll and benefits.
Having a dedicated person for payroll and benefits will allow the following:
Timely entry of payroll changes (checks and balances can occur daily with improved communications to the approvers for edits or clarification).
Daily monitoring of the benefit entries and employee payroll deductions.
More time will be given to proofing and reviewing payroll prior to submission.
Other staff can lend their attention to other assigned duties in their individual roles.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

There is an increase to the salary and benefits line, computer equipment and any annual training pertaining to this position.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	70,000
Benefits	35,000
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	500
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	2,500
Other Equipment	-
	-
	-
	-
	-
TOTAL	**108,000**
Salary/Benefits	105,000
Maintenance & Operating	3,000

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	112,860	117,939	123,246	128,792
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	112,860	117,939	123,246	128,792

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Information Services

Applications Administrator (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Effective Information Technology**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Information Services department is requesting a new staff position for a Applications Administrator.

This position is going to keep enterprise applications running smoothly and operating properly. The Applications Administrator will troubleshoot issues, fix bugs and maintain applications with regular updates. They will also create new applications or redesign existing programs to meet a particular business need. Documentation is an important part of the job, and this position will write up usage reports and catalog problems encountered with all enterprise applications.

The Applications Administrator will cover issues and get suggestions about improvements for applications, get feedback from users, collaborate with others in the IT department and study system reports. This position will also help implement new applications within the City by providing users with guides or training on how to use specific technologies, features or software programs. They will also be responsible Project Management of new software implementations.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Improvements in end user training and new application adoption.
Improved Application Support ticket resolution and response SLA compliance.
% of application related projects completed on time
% of application support ticket completed within SLA limits

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The base salary for this position is 78,500 for year 1 of the position. The position will not be replacing any of the currently contract IT position with the IS department's manage service provider.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	78,500
Benefits	39,250
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**117,750**
Salary/Benefits	117,750
Maintenance & Operating	-

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	123,049	128,586	134,372	140,419
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	123,049	128,586	134,372	140,419

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Information Services

GIS Manager (FT)

Supportive of which strategy from the Strategic Plan (required field)

Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Effective Information Technology**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Information Services department is requesting to bring the currently contract GIS Manager position in-house. Bringing this position in-house will help ensure that a critical Information staff position is not impacted by potential contractor issues or changes.

This position will manage the Geographic Information System (GIS) Division of the Information Technology Services Department. The City's GIS is a highly integrated complex enterprise system based on the ESRI platform, which is used as a basis for operations in many City departments. The GIS Manager will be responsible for the overall vision, design, management, and leadership of the City's enterprise GIS program, including the management of the City's GIS technology, services, and geospatial data. Performs technology infrastructure integration design and services administration between GIS and other City business systems such as work management, permitting, document management and financials. The GIS Manager will provide the City with comprehensive planning and system architecture design of GIS database and application systems for all GIS integrated business functions of the city.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Increase in satisfaction with IS GIS performance
Improved resolution time on GIS requests
Improved project management on GIS project
Higher GIS ticket completion rate- new target 99% resolution and response within new defined SLAs (current consultant does not have SLAs in place for GIS).

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The total estimated salary for the position in year 1 will be a base of 80,000, which will replace the current $171,465 that the City is currently paying for a contract GIS Analyst 1. IS department will still contract a 1/2 time GIS Analyst position to replace the existing 1/2 GIS Manager position that is currently contracted.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	80,000
Benefits	40,000
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	(185,457)
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**(65,457)**
Salary/Benefits	120,000
Maintenance & Operating	(185,457)

Impact on Future Operating Budgets	FY 2025	FY 2026	FY 2027	FY 2028
Increases Operating Costs	125,400	131,043	136,940	143,102
Decreases Operating Costs	(191,021)	(196,751)	(202,654)	(208,733)
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	(65,621)	(65,708)	(65,714)	(65,631)

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Police

Special Investigations Detective (Task Force) Position

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Safe and Secure Community**

Brief Description of New Program/Service or Improvement of Existing Service Level:
This initiative is for the addition of one (1) Detective to the Police Department's Criminal Investigations Section. This detective would serve a vital role in a special investigations area assigned to a regional task force. This detective will specialize in the investigations of high-priority cases to include burglaries, robberies, narcotic complaints, and more. This detective would be tasked with assisting in all high priority cases to increase resources and manpower through the mutual agreement with the Johns Creek and Forsyth Regional Task Force.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).
This program would be measured by clearance rates involving our high priority cases. We will also measure success through the effectiveness of complaint processing of quality-of-life issues reported by our citizens.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).
Salary and Benefits listed below.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	63,314
Benefits	31,657
Professional Fees	775
Repairs & Maintenance	-
Communications	8,000
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	-
General Supplies	4,250
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	2,250
Machinery	-
Vehicles	65,000
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	3,300
Other Equipment	
	-
	-
	-
	-
TOTAL	**178,546**
Salary/Benefits	94,971
Maintenance & Operating	83,575

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	99,720	104,706	109,941	115,438
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	99,720	104,706	109,941	115,438

Notes:
Future operating budgets contain salary and benefits with a 5% increase each year. Salary is based on hiring a 5-year officer which is based on previous hiring averages.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Fire

Station 45 Staffing

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Critical Event Preparedness**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This initiative will provide the remainder of the staffing for Station 45 (one position was filled mid-year per Council approval). The soonest this facility would be open is the Summer of 2025. However, with onboarding, a potential academy for uncertified, etc., the department anticipates the possibility of conducting the hiring at midyear FY25 so the crew is ready to go once the station opens. This initiative is tied into providing more timely service to the center area of the city currently experiencing longer response times to EMS and fire calls. This initiative involves the hiring of 11 additional firefighters and all of the necessary equipment.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This initiative is tied in with the department's ISO rating and the accreditation process. We routinely analyze response data, which drove the need for this station to begin with. NFPA response standards and Milton-specific analytics will be used to ensure proper apparatus placement once this facility is in place.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

This is a personnel initiative so it will have the salary and benefits costs associated with that as well as periodic replacement of uniforms and turnout gear and other individually issued items that have an expiration date. Firefighters are figured at the 5 years' experience rate and FAOs and Captains at the bottom of that salary range. It also assumes that a significant percentage of the personnel will be either an AEMT (3) or Medic (6).

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	190,658
Benefits	94,443
Professional Fees	3,638
Repairs & Maintenance	-
Communications	-
Advertising	
Printing	500
Travel	-
Dues & Fees	5,077
Education & Training	1,100
Contract Labor	-
Maintenance Contract	-
General Supplies	46,200
Utilities	-
Gasoline/Diesel	-
Food/Meals	1,000
Uniforms	190,636
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	3,188
	-
	-
	-
	-
TOTAL	**536,440**
Salary/Benefits	285,101
Maintenance & Operating	251,339

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	1,191,722	1,245,350	1,301,390	1,359,953
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	1,191,722	1,245,350	1,301,390	1,359,953

Notes:
Contemplates hiring staff in July 2025.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Fire

Firefighter Shift Balancing/Relief Factor (1 FTE)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Critical Event Preparedness**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This initiative will provide one additional firefighter to balance out the shifts. Milton firefighters work in three rotating shifts to provide adequate coverage, with a minimum shift daily complement of 15. Mandatory training (including 48 hours of advanced-training leave), vacation/sick, FMLA, light duty, and general turnover cause regular absences that are covered by the staffing above that 15 minimum (or overtime when necessary). Two shifts have 19 assigned personnel and one shift only has 18 (it was originally allocated this way with one shift short causing regular issues). This initiative will bring all three shifts into alignment by hiring one additional firefighter and includes all of the necessary equipment.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This initiative is tied in with the department's ISO rating and the accreditation process. We routinely analyze response data and base personnel on this, NFPA response standards and Milton-specific analytics to ensure proper staffing.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

This is a personnel initiative so it will have the salary and benefits costs associated with that as well as periodic replacement of uniforms and turnout gear and other individually issued items that have an expiration date. Firefighters are figured at the 5 years' experience rate. It also assumes the firefighter will be a paramedic.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	59,677
Benefits	29,839
Professional Fees	331
Repairs & Maintenance	-
Communications	
Advertising	
Printing	100
Travel	-
Dues & Fees	462
Education & Training	100
Contract Labor	-
Maintenance Contract	-
General Supplies	100
Utilities	-
Gasoline/Diesel	-
Food/Meals	100
Uniforms	17,328
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	292
	-
	-
	-
	-
TOTAL	**108,328**
Salary/Benefits	89,516
Maintenance & Operating	18,813

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	93,544	97,753	102,152	106,749
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	93,544	97,753	102,152	106,749

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Parks & Recreation (Active)

Outreach & Events Coordinator (PT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Public Land and Resources**
Strategic Action Item/Goal:	**Active Parks and Recreation**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Community Outreach and Events department has seen a significant growth in the past fourteen months. With attendance records being shattered at every event and new events for our community being added, there is a need to expand our public footprint to create both new and elevated experiences for our community. This part time position would work closely with the Community Outreach Manager to plan and coordinate events. He/she would oversee the development of new event series as well as aide in outreach initiatives in schools, community groups, and internal employee events.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

1. Number of events
2. Quality of events
3. Number of outreach initiatives
4. Number of attendees at events
5. Number of vendors and community partnerships at events

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

Pay increased YoY would apply. Increased cost for new events for the community.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	28,600
Benefits	5,000
Professional Fees	
Repairs & Maintenance	
Communications	600
Advertising	
Printing	500
Travel	1,000
Dues & Fees	500
Education & Training	1,000
Contract Labor	
Maintenance Contract	
General Supplies	
Utilities	
Gasoline/Diesel	
Food/Meals	
Uniforms	200
Machinery	
Vehicles	
Furniture/Fixtures	
Computer Software	
Computer Hardware	2,250
Other Equipment	
TOTAL	**39,650**
Salary/Benefits	33,600
Maintenance & Operating	6,050

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	41,434	43,299	45,247	47,283
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	41,434	43,299	45,247	47,283

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Parks & Recreation (Active)

Parks Manager (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Public Land and Resources**
Strategic Action Item/Goal:	**Active Parks and Recreation**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This position was initially contemplated in the FY26 budget, in the 5 year forecast. In recent years, the number of parks servicing and providing quality recreational experiences has expanded. This increase in programmed park space (active and/or passive) has created more oversight and management of the space. Currently, the Parks & Recreation Director has served as the expert and direct oversight/decision maker within Parks.

On the horizon, there are several impactful additions to the parks inventory that will drive more staff involvement and resources. The construction of the newest active park is slated to begin in FY25, and having this role in place during that project will prove valuable for this role. It is expected that the Greenprint will be completed and additional Greenspaces will be opened, creating more management of those lands as well.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This role would be tasked with creating new measures, specifically related to parks maintenance, to show the level of service at our parks are maintained. The parks-wide maintenance plan will be refined and new SOPs will be created that can be tracked for on-time and accurate completion of critical park tasks.

We currently have surveys that show resident satisfaction for restrooms and programs that take place at the parks. These surveys will be expanded upon to show the impact of the new role, along with ways for staff to continue to provide great facilities for our residents to utilize.

This new role will be tasked with infrastructure upgrades that staff can track, showing the positive impact of the new role. Project/maintenance efficiency metrics will also be created.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The incorporation of the Parks Manager will have an ongoing increase in salary year-over-year, and vehicle replacement every 5-7 years (depending on mileage and vehicle condition).

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	19,881
Benefits	10,000
Professional Fees	
Repairs & Maintenance	
Communications	600
Advertising	
Printing	
Travel	500
Dues & Fees	400
Education & Training	750
Contract Labor	
Maintenance Contract	
General Supplies	
Utilities	
Gasoline/Diesel	1,500
Food/Meals	
Uniforms	300
Machinery	
Vehicles	45,000
Furniture/Fixtures	
Computer Software	
Computer Hardware	2,250
Other Equipment	
TOTAL	**81,181**
Salary/Benefits	29,881
Maintenance & Operating	51,300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	131,389	137,302	143,481	149,937
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	131,389	137,302	143,481	149,937

Notes:

General Fund Continuing Operations Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
REVENUES							
Taxes							
Property Taxes	$ 19,133,656	$ 19,965,890	$ 21,335,099	$ 22,036,100	$ 22,788,250	$ 23,570,125	$ 24,381,835
Sales & Use Taxes	13,683,918	14,470,956	15,194,841	15,802,611	16,281,702	16,775,367	17,284,052
Business & Other Taxes	4,785,076	5,159,520	5,373,932	5,612,325	5,861,912	6,148,882	6,423,268
Licenses & Permits	1,415,856	1,502,174	1,473,875	1,788,107	1,799,991	1,603,706	1,576,778
Intergovernmental Revenues	6,000	10,540	5,000	5,000	5,000	5,000	5,000
Charges for Services	824,207	690,043	676,942	685,096	702,640	675,011	680,358
Fines & Forfeitures	713,410	750,000	787,500	790,000	797,900	805,879	813,938
Investment Income	1,599,898	2,685,709	2,085,240	2,034,557	2,033,779	2,082,914	2,381,750
Contributions & Donations	15,062	22,000	-	-	-	-	-
Miscellaneous Revenue	442,597	408,637	260,953	270,324	275,651	280,955	284,866
subtotal	$ 42,619,679	$ 45,665,469	$ 47,193,382	$ 49,024,119	$ 50,546,825	$ 51,947,840	$ 53,831,844
Other Financing Sources							
Proceeds From Sale Of Assets	$ 28,354	$ 47,768	$ 50,000	$ 100,000	$ 100,000	$ 50,000	$ 50,000
Interfund Transfers In	1,154,191	448,948	45,500	-	-	30,000	-
subtotal	$ 1,182,545	$ 496,716	$ 95,500	$ 100,000	$ 100,000	$ 80,000	$ 50,000
TOTAL REVENUES	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 49,124,119**	**$ 50,646,825**	**$ 52,027,840**	**$ 53,881,844**
EXPENDITURES (by Department)							
Mayor & Council	$ 148,427	$ 214,086	$ 214,633	$ 215,029	$ 215,437	$ 215,857	$ 216,290
City Clerk	169,977	237,000	203,557	251,393	262,028	273,138	284,718
City Manager	871,070	975,453	998,129	1,064,243	1,087,890	1,157,855	1,182,541
Elections	29,359	67,291	5,006	42,901	4,773	45,035	4,825
General Administration	75,601	66,304	46,358	47,151	47,967	48,805	49,118
Finance	741,461	952,209	1,049,745	1,254,799	1,303,199	1,363,228	1,413,639
Legal	555,840	715,000	550,000	566,500	583,495	601,000	619,030
Information Services	1,340,967	2,002,709	2,091,978	2,111,701	2,070,035	2,130,137	2,207,118
Human Resources	460,459	605,710	663,238	604,046	635,654	655,980	676,576
Risk Management	343,596	359,154	410,300	455,433	478,205	502,115	527,221
General Government Buildings	319,694	311,653	359,800	313,929	319,528	341,690	351,941
Communications	340,854	495,931	554,158	542,308	564,943	589,410	613,738
Municipal Court	402,675	486,384	561,339	573,997	598,415	628,974	650,374
Police	6,521,143	7,862,444	8,481,761	8,792,913	9,153,963	9,526,734	9,920,784
Fire	9,060,053	9,726,238	10,831,948	12,641,397	13,195,884	13,745,800	14,392,109
Public Works	2,798,231	3,244,493	3,489,753	3,653,681	3,786,978	3,975,917	4,122,343
Parks & Recreation (Active)	1,655,006	2,024,615	2,336,441	2,850,260	3,088,237	3,259,249	3,290,256
Passive Parks/Greenspace	165,767	226,633	276,657	247,051	256,457	267,440	277,400
Community Development	2,141,995	2,587,955	2,910,184	2,810,353	2,932,916	3,085,052	3,218,956
Contingency	-	-	371,256	390,391	405,860	424,134	440,190
M&O Initiatives	-	-	1,090,578	-	-	-	-
subtotal	$ 28,142,175	$ 33,161,262	$ 37,496,819	$ 39,429,475	$ 40,991,864	$ 42,837,549	$ 44,459,166
Other Financing Uses							
Interfund Transfers Out	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ 9,317,682	$ 9,313,168	$ 8,724,467	$ 9,014,721
subtotal	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ 9,317,682	$ 9,313,168	$ 8,724,467	$ 9,014,721
TOTAL EXPENDITURES	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ 48,747,157**	**$ 50,305,032**	**$ 51,562,016**	**$ 53,473,887**
Total Revenues Over/(Under) Expenditures	$ 984,568	$ (2,848,149)	$ 418,201	$ 376,962	$ 341,793	$ 465,824	$ 407,957
Beginning Fund Balance	13,748,281	14,732,849	11,884,700	12,302,900	12,679,862	13,021,655	13,487,479
ENDING FUND BALANCE	**$ 14,732,849**	**$ 11,884,700**	**$ 12,302,900**	**$ 12,679,862**	**$ 13,021,655**	**$ 13,487,479**	**$ 13,895,437**

General Fund Revenue Detail Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
TAXES							
Property Taxes:							
Real Property Tax - Current Year	$ 13,764,321	$ 14,990,262	$ 16,049,296	$ 16,691,267	$ 17,358,918	$ 18,053,275	$ 18,775,406
Public Utility Tax	123,347	136,215	140,698	144,919	149,267	153,745	158,357
Real Property Tax - Prior Year	88,378	50,000	50,000	50,000	50,000	50,000	50,000
Personal Property Tax - Current Year	164,802	161,734	201,534	209,596	217,979	226,699	235,767
Personal Property Tax - Prior Year	3,035	3,500	3,500	3,500	3,500	3,500	3,500
Motor Vehicle Tax	33,639	26,853	23,495	6,807	4,765	3,669	2,500
Title Ad Valorem Tax (TAVT)	2,174,033	2,000,000	2,100,000	2,121,000	2,142,210	2,163,632	2,185,268
Alternative Ad Valorem Tax (AAVT)	7,299	6,000	7,300	6,000	6,000	6,000	6,000
Intangible Tax	296,826	270,000	285,000	287,850	290,729	293,636	296,572
Real Estate Transfer Tax	153,352	134,640	144,000	145,440	146,894	148,363	149,847
Franchise Fees							
Electric	1,367,259	1,265,210	1,380,000	1,407,600	1,435,752	1,464,467	1,493,756
Gas	430,541	417,960	470,000	488,800	508,352	528,686	549,834
Cable	441,334	425,352	400,000	400,000	400,000	400,000	400,000
Telephone	18,052	22,952	17,000	17,000	17,000	17,000	17,000
Cell/Fiber/Telecommunications	67,438	55,212	63,276	56,322	56,885	57,454	58,028
subtotal	19,133,656	19,965,890	21,335,099	22,036,100	22,788,250	23,570,125	24,381,835
Sales & Use Taxes:							
Local Option Sales Tax	$ 13,241,883	$ 14,010,000	$ 14,710,500	$ 15,298,920	$ 15,757,888	$ 16,230,624	$ 16,717,543
Alcohol Beverage Excise	441,450	460,706	483,741	503,091	523,214	544,143	565,909
Fireworks Excise Tax	585	250	600	600	600	600	600
subtotal	13,683,918	14,470,956	15,194,841	15,802,611	16,281,702	16,775,367	17,284,052
Business Taxes:							
Business & Occupation Tax	$ 1,009,990	$ 1,173,720	$ 1,208,932	$ 1,245,200	$ 1,282,556	$ 1,346,683	$ 1,387,084
Insurance Premium Tax	3,662,507	3,850,000	4,042,500	4,244,625	4,456,856	4,679,699	4,913,684
Financial Institutions Tax	48,792	75,000	70,000	70,000	70,000	70,000	70,000
subtotal	4,721,290	5,098,720	5,321,432	5,559,825	5,809,412	6,096,382	6,370,768
Other Taxes:							
Penalties & Interest On Delinquent Taxes	$ 47,609	$ 43,000	$ 36,500	$ 36,500	$ 36,500	$ 36,500	$ 36,500
Penalties & Interest On Alcoholic Beverage Excise Tax	1,579	300	1,000	1,000	1,000	1,000	1,000
Penalties & Interest On Business & Occupation Tax	14,597	17,500	15,000	15,000	15,000	15,000	15,000
subtotal	63,786	60,800	52,500	52,500	52,500	52,500	52,500
TOTAL TAXES	**$ 37,602,650**	**$ 39,596,366**	**$ 41,903,872**	**$ 43,451,035**	**$ 44,931,864**	**$ 46,494,374**	**$ 48,089,154**
LICENSES & PERMITS							
Alcohol Beverage Licenses	$ 235,982	$ 239,267	$ 235,000	$ 237,350	$ 239,724	$ 242,121	$ 244,542
Advertising Fee	3,800	3,000	3,000	3,000	3,000	3,000	3,000
Pouring Permit	6,490	8,000	6,500	6,500	6,500	6,500	6,500
Public Facilities Alcohol Permit	550	600	600	600	600	600	600
Solicitation Permit	-	500	500	500	500	500	500
Zoning & Land Use Permits	3,950	7,718	4,000	8,000	8,000	4,000	4,000
Land Disturbance Permits	145,067	85,125	59,535	66,679	74,681	78,415	82,336
Modification	400	1,000	1,050	1,103	1,158	1,216	-
Variance	7,475	7,166	7,525	7,901	8,296	8,711	-
Seasonal & Special Events	2,450	900	945	992	1,042	1,094	-
Sign Permits	6,059	5,202	5,462	5,735	6,022	6,323	-
Personal Transportation Vehicle Permits	315	-	500	500	500	500	500
Film & Media Permit Fee	1,150	1,000	1,050	1,103	1,158	1,216	-
Tree Removal Permit	17,245	12,103	12,708	13,344	14,011	14,711	-
Building Permits	982,084	1,125,793	1,130,000	1,430,000	1,430,000	1,230,000	1,230,000
NPDES Fees	-	500	500	500	500	500	500

General Fund Revenue Detail Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Right of Way Encroachment Fees	-	2,000	2,000	2,000	2,000	2,000	2,000
Penalties & Interest On Delinquent Licenses & Permits	2,839	2,300	3,000	2,300	2,300	2,300	2,300
TOTAL LICENSES & PERMITS	**$ 1,415,856**	**$ 1,502,174**	**$ 1,473,875**	**$ 1,788,107**	**$ 1,799,991**	**$ 1,603,706**	**$ 1,576,778**
INTERGOVERNMENTAL REVENUES							
Local Government Grants	6,000	5,000	5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
TOTAL INTERGOVERNMENTAL GRANTS	**$ 6,000**	**$ 10,540**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
CHARGES FOR SERVICES							
Administrative Fees	$ 122,389	$ 115,949	$ 117,468	$ 119,018	$ 120,598	$ 122,210	$ 123,854
Planning & Development Fees	221,374	210,030	131,780	147,565	165,241	130,486	130,510
Open Records Fees	6,369	7,500	1,000	1,000	1,000	1,000	1,000
Other Charges For Services	12,622	3,800	300	1,300	300	300	300
Special Police Services Fees	825	10,326	10,500	10,700	10,900	11,100	11,300
Special Fire Services Fees	24,950	20,323	20,850	21,390	21,945	22,515	23,191
Fingerprinting Fee	16,165	15,000	15,000	15,000	15,000	15,000	15,000
Medical Reimbursement (E911)	527	-	-	-	-	-	-
Other Public Safety Fees	480	600	600	600	600	600	600
Background Check Fees	8,615	10,000	8,000	10,000	1,000	1,000	1,000
Activity Fees	409,681	296,365	371,294	358,374	365,906	370,650	373,453
Other Charges For Services	210	150	150	150	150	150	150
TOTAL CHARGES FOR SERVICES	**$ 824,207**	**$ 690,043**	**$ 676,942**	**$ 685,096**	**$ 702,640**	**$ 675,011**	**$ 680,358**
FINES & FORFEITURES							
Court Fines & Forfeitures	$ 712,235	$ 750,000	$ 787,500	$ 790,000	$ 797,900	$ 805,879	$ 813,938
Proceeds from Sale of Confiscated Property	1,175	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	**$ 713,410**	**$ 750,000**	**$ 787,500**	**$ 790,000**	**$ 797,900**	**$ 805,879**	**$ 813,938**
INVESTMENT INCOME							
Interest Revenues	$ -	$ 288	$ 346	$ 415	$ 450	$ 450	$ 450
Interest Income - Leases	35,847	35,421	34,894	34,142	33,329	32,464	31,300
Realized Gain Or Loss	1,564,052	2,650,000	2,050,000	2,000,000	2,000,000	2,050,000	2,350,000
TOTAL INVESTMENT INCOME	**$ 1,599,898**	**$ 2,685,709**	**$ 2,085,240**	**$ 2,034,557**	**$ 2,033,779**	**$ 2,082,914**	**$ 2,381,750**
CONTRIBUTIONS & DONATIONS							
Donation Revenues	$ 15,062	$ 22,000	$ -	$ -	$ -	$ -	$ -
TOTAL CONTRIBUTIONS & DONATIONS	**$ 15,062**	**$ 22,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
MISCELLANEOUS REVENUE							
Rents & Royalties	$ 229,905	$ 249,497	$ 126,450	$ 133,945	$ 137,362	$ 140,909	$ 140,909
Facility Rentals	104,867	112,750	107,503	109,379	111,289	113,046	116,957
Reimbursement For Damaged Property	61,646	16,200	-	-	-	-	-
Other Miscellaneous Revenue	46,179	30,190	27,000	27,000	27,000	27,000	27,000
TOTAL MISCELLANEOUS REVENUE	**$ 442,597**	**$ 408,637**	**$ 260,953**	**$ 270,324**	**$ 275,651**	**$ 280,955**	**$ 284,866**
OTHER FINANCING SOURCES							
Proceeds From Sale Of Assets	$ 28,354	$ 47,768	$ 50,000	$ 100,000	$ 100,000	$ 50,000	$ 50,000
Operating Transfers In							
From Operating Grant Fund	103,479	1,639	-	-	-	-	-
From ARPA Fund	1,015,969	406,809	-	-	-	-	-
From Impact Fees Fund/Admin	24,404	30,000	30,000	-	-	30,000	-
From Impact Fees Fund/Law Enforcement	10,340	10,500	15,500	-	-	-	-
TOTAL OTHER FINANCING SOURCES	**$ 1,182,545**	**$ 496,716**	**$ 95,500**	**$ 100,000**	**$ 100,000**	**$ 80,000**	**$ 50,000**
TOTAL REVENUES	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 49,124,119**	**$ 50,646,825**	**$ 52,027,840**	**$ 53,881,844**

Special Revenue Funds

Special Events Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Charges for Services	$ 24,395	$ 19,215	$ 40,777	$ 35,000	$ (5,777)	(14.2)
Investment Income	9	8	-	-	-	-
Contributions & Donations	4,253	8,000	21,888	10,000	(11,888)	(54.3)
Miscellaneous Revenue	625	2,500	2,500	2,500	-	-
subtotal	$ 29,283	$ 29,723	$ 65,165	$ 47,500	$ (17,665)	(27.1)
Other Financing Sources						
Interfund Transfers In	$ 105,671	$ 64,648	$ 62,000	$ 111,882	49,882	80.5
subtotal	$ 105,671	$ 64,648	$ 62,000	$ 111,882	$ 49,882	80.5
TOTAL REVENUES	**$ 134,953**	**$ 94,371**	**$ 127,165**	**$ 159,382**	**$ 32,217**	**25.3**
EXPENDITURES (by Department)						
Parks & Recreation (Active)	$ 103,288	$ 124,967	$ 163,043	$ 203,297	$ 40,254	24.7
TOTAL EXPENDITURES	**$ 103,288**	**$ 124,967**	**$ 163,043**	**$ 203,297**	**$ 40,254**	**24.7**
Total Revenues Over/(Under) Expenditures	$ 31,665	$ (30,596)	$ (35,878)	$ (43,915)		
Beginning Fund Balance	78,724	110,389	79,794	43,916		
ENDING FUND BALANCE	**$ 110,389**	**$ 79,794**	**$ 43,916**	**$ 1**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
ARTISAN FARMER'S MARKET						
Professional Fees	$ 270	$ 180	$ 120	$ 120	$ -	-
Advertising	948	760	1,150	1,150	-	-
Printing	416	466	768	900	132	17.2
General Supplies	-	-	292	300	8	2.7
TOTAL ARTISAN FARMER'S MARKET	**$ 1,634**	**$ 1,406**	**$ 2,330**	**$ 2,470**	**$ 140**	**6.0**
CRABAPPLE FEST						
Professional Fees	$ 20,634	$ 15,660	$ 22,000	$ 23,100	$ 1,100	5.0
Rental Land & Buildings	84	1,055	1,500	1,550	50	3.3
Rental Equipment & Vehicles	30,471	33,616	25,000	27,442	2,442	9.8
Advertising	20	2,005	2,000	2,100	100	5.0
Printing	1,668	651	2,500	2,625	125	5.0
General Supplies	3,354	4,666	2,850	3,000	150	5.3
Food & Meals	1,271	1,035	1,000	1,200	200	20.0
TOTAL CRABAPPLE FEST	**$ 57,502**	**$ 58,687**	**$ 56,850**	**$ 61,017**	**$ 4,167**	**7.3**
CARVIN' IN CRABAPPLE						
Professional Fees	$ 530	$ 600	$ 1,245	$ 2,650	$ 1,405	112.9
Rental Land & Buildings	-	-	60	60	-	-
Rental Equipment & Vehicles	-	-	999	3,500	2,501	250.4
Advertising	350	350	400	400	-	-
Printing	-	585	920	920	-	-
General Supplies	937	1,257	1,181	2,180	999	84.6
Food & Meals	782	1,112	1,500	1,750	250	16.7
Machinery & Equipment	-	-	-	-	-	-
TOTAL CARVIN' IN CRABAPPLE	**$ 2,599**	**$ 3,905**	**$ 6,305**	**$ 11,460**	**$ 5,155**	**81.8**
VETERAN'S DAY						
Professional Fees	$ 120	$ 120	$ -	$ 500	$ 500	-
Rental Equipment & Vehicles	290	345	880	1,200	320	36.4
Advertising	1,157	625	750	750	-	-
Printing	-	-	820	736	(84)	(10.2)
General Supplies	25	206	292	300	8	2.7
Food & Meals	979	1,014	1,125	1,725	600	53.3
TOTAL VETERAN'S DAY	**$ 2,571**	**$ 2,310**	**$ 3,867**	**$ 5,211**	**$ 1,344**	**34.8**
CHRISTMAS IN MILTON						
Professional Fees	$ 1,550	$ 3,315	$ 4,492	$ 6,600	$ 2,108	46.9
Rental Land & Buildings	-	-	75	75	-	-
Rental Equipment & Vehicles	12,290	12,342	19,594	26,540	6,946	35.4
Advertising	406	350	400	400	-	-
Printing	480	441	217	1,100	883	406.9
General Supplies	1,095	1,774	2,437	3,500	1,063	43.6
Food & Meals	2,610	1,508	2,665	3,000	335	12.6
TOTAL CHRISTMAS IN MILTON	**$ 18,431**	**$ 19,730**	**$ 29,880**	**$ 41,215**	**$ 11,335**	**37.9**
PANCAKE BREAKFAST WITH SANTA						
Professional Fees	$ 570	$ 825	$ 895	$ 2,800	$ 1,905	212.8
Rental Equipment & Vehicles	1,430	2,194	1,815	2,000	185	10.2
Advertising	350	350	400	400	-	-
Printing	622	441	135	800	665	492.6
General Supplies	632	555	1,175	500	(675)	(57.4)
Food & Meals	1,785	2,126	2,500	3,000	500	20.0
TOTAL PANCAKE BREAKFAST WITH SANTA	**$ 5,389**	**$ 6,491**	**$ 6,920**	**$ 9,500**	**$ 2,580**	**37.3**
MAYOR'S RUN						
Professional Fees	$ -	$ 800	$ 180	$ -	$ (180)	(100.0)

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Rental Equipment & Vehicles	-	-	750	-	(750)	(100.0)
Advertising	-	350	400	-	(400)	(100.0)
Printing	-	564	1,400	-	(1,400)	(100.0)
Contract Labor	-	4,599	-	-	-	-
General Supplies	-	-	300	-	(300)	(100.0)
Food & Meals	-	-	450	-	(450)	(100.0)
TOTAL MAYOR'S RUN	**$ -**	**$ 6,313**	**$ 3,480**	**$ -**	**$ (3,480)**	**(100.0)**
EARTH DAY						
Professional Fees	$ 1,610	$ 1,060	$ 2,020	$ 2,500	$ 480	23.8
Advertising	-	-	400	400	-	-
Printing	644	577	760	760	-	-
General Supplies	109	636	500	1,000	500	100.0
Food & Meals	541	661	300	300	-	-
TOTAL EARTH DAY	**$ 2,904**	**$ 2,934**	**$ 3,980**	**$ 4,960**	**$ 980**	**24.6**
SPRING EVENTS						
Professional Fees	$ -	$ 550	$ 3,390	$ 4,110	$ 720	21.2
Rental Land & Buildings	-	548	-	300	300	-
Rental Equipment & Vehicles	-	-	500	2,050	1,550	310.0
Advertising	-	350	800	800	-	-
Printing	-	336	1,400	2,500	1,100	78.6
Contract Labor	-	-	-	1,500	1,500	-
General Supplies	3,080	3,775	6,700	7,700	1,000	14.9
Food & Meals	706	-	850	1,100	250	29.4
TOTAL SPRING EVENTS	**$ 3,786**	**$ 5,559**	**$ 13,640**	**$ 20,060**	**$ 6,420**	**47.1**
MEMORIAL DAY						
Professional Fees	$ 610	$ 1,605	$ 2,240	$ 1,500	$ (740)	(33.0)
Rental Land & Buildings	-	-	725	1,000	275	37.9
Rental Equipment & Vehicles	-	4,540	4,750	5,500	750	15.8
Advertising	1,050	700	831	750	(81)	(9.7)
Printing	-	393	1,120	1,120	-	-
General Supplies	48	253	669	400	(269)	(40.2)
Food & Meals	618	168	400	400	-	-
TOTAL MEMORIAL DAY	**$ 2,326**	**$ 7,659**	**$ 10,735**	**$ 10,670**	**$ (65)**	**(0.6)**
SUMMER SERIES						
Professional Fees	$ 570	$ 2,230	$ 2,900	$ 4,000	$ 1,100	37.9
Rental Land & Buildings	-	-	-	60	60	-
Rental Equipment & Vehicles	310	2,295	2,050	3,600	1,550	75.6
Advertising	710	418	800	800	-	-
Printing	-	984	2,160	1,472	(688)	(31.9)
Contract Labor	1,245	-	-	-	-	-
General Supplies	620	1,207	3,300	3,500	200	6.1
Food & Meals	1,599	1,721	2,900	2,500	(400)	(13.8)
TOTAL SUMMER SERIES	**$ 5,054**	**$ 8,856**	**$ 14,110**	**$ 15,932**	**$ 1,822**	**12.9**
VOLUNTEER APPRECIATION						
Professional Fees	$ 390	$ 60	$ 180	$ 180	$ -	-
Rental Equipment & Vehicles	-	-	657	900	243	37.0
Advertising	350	-	-	350	350	-
Printing	-	-	280	350	70	25.0
General Supplies	-	-	1,733	2,800	1,067	61.6
Food & Meals	-	-	2,100	2,350	250	11.9
TOTAL VOLUNTEER APPRECIATION	**$ 740**	**$ 60**	**$ 4,950**	**$ 6,930**	**$ 1,980**	**40.0**
OTHER EVENTS						

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Professional Fees	$ -	$ 720	$ 2,532	$ 3,600	$ 1,068	42.2
Rental Equipment & Vehicles	-	-	-	4,200	4,200	-
Advertising	-	-	744	800	56	7.5
Printing	302	-	920	1,272	352	38.3
General Supplies	50	337	1,200	2,000	800	66.7
Food & Meals	-	-	600	2,000	1,400	233.3
TOTAL OTHER EVENTS	**$ 352**	**$ 1,057**	**$ 5,996**	**$ 13,872**	**$ 7,876**	**131.4**
TOTAL EXPENDITURES	**$ 103,288**	**$ 124,967**	**$ 163,043**	**$ 203,297**	**$ 40,254**	**24.7**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Opioid Settlement Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Fines & Forfeitures	$ -	$ 23,538	$ 24,758	$ 25,000	$ 242	1.0
Investment Income	-	-	-	-	-	-
TOTAL REVENUES	**$ -**	**$ 23,538**	**$ 24,758**	**$ 25,000**	**$ 242**	**1.0**
EXPENDITURES (by Department)						
Fire	$ -	$ 8,774	$ 39,522	$ 25,000	$ (14,522)	(36.7)
TOTAL EXPENDITURES	**$ -**	**$ 8,774**	**$ 39,522**	**$ 25,000**	**$ (14,522)**	**(36.7)**
Total Revenues Over/(Under) Expenditures	$ -	$ 14,764	$ (14,764)	$ -		
Beginning Fund Balance	-	-	14,764	-		
ENDING FUND BALANCE	**$ -**	**$ 14,764**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Confiscated Assets Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Investment Income - Federal	$ 8	$ 8	$ -	$ -	$ -	-
Investment Income - State	-	-	-	-	-	-
subtotal	$ 8	$ 8	$ -	$ -	$ -	-
TOTAL REVENUES	**$ 8**	**$ 8**	**$ -**	**$ -**	**$ -**	**-**
EXPENDITURES (by Department)						
Police - Federal	$ 7,537	$ 22,625	$ 12,300	$ -	$ (12,300)	(100.0)
Poilce - State	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 7,537**	**$ 22,625**	**$ 12,300**	**$ -**	**$ (12,300)**	**(100.0)**
Total Revenues Over/(Under) Expenditures	$ (7,529)	$ (22,617)	$ (12,300)	$ -		
Beginning Fund Balance	87,014	79,485	56,867	44,567		
ENDING FUND BALANCE	**$ 79,485**	**$ 56,867**	**$ 44,567**	**$ 44,567**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

E-911 Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Charges for Services	$ 1,045,001	$ 1,006,101	$ 1,050,000	$ 1,050,000	$ -	-
TOTAL REVENUES	**$ 1,045,001**	**$ 1,006,101**	**$ 1,050,000**	**$ 1,050,000**	**$ -**	**-**
EXPENDITURES (by Department)						
Police	$ 1,045,001	$ 1,006,101	$ 1,050,000	$ 1,050,000	$ -	-
TOTAL EXPENDITURES	**$ 1,045,001**	**$ 1,006,101**	**$ 1,050,000**	**$ 1,050,000**	**$ -**	**-**
Total Revenues Over/(Under) Expenditures	$ -	$ -	$ -	$ -		
Beginning Fund Balance	-	-	-	-		
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Operating Grant Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Intergovernmental Revenues	$ 160,988	$ 51,143	$ -	$ -	$ -	-
Investment Income	3	5	-	-	-	-
TOTAL REVENUES	**$ 160,991**	**$ 51,148**	**$ -**	**$ -**	**$ -**	**-**
EXPENDITURES (by Department)						
Police	$ 66,461	$ 11,400	$ -	$ -	$ -	-
Interfund Transfers Out						
General Fund	-	103,479	1,639	-	(1,639)	(100.0)
TOTAL EXPENDITURES	**$ 66,461**	**$ 114,879**	**$ 1,639**	**$ -**	**$ (1,639)**	**(100.0)**
Total Revenues Over/(Under) Expenditures	$ 94,530	$ (63,731)	$ (1,639)	$ -		
Beginning Fund Balance	(29,160)	65,370	1,639	0		
ENDING FUND BALANCE	**$ 65,370**	**$ 1,639**	**$ 0**	**$ 0**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

American Rescue Plan (ARP) Act Fund

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Intergovernmental Revenues	$ 10,952,003	$ 1,526,013	$ 223,602	$ 1,610,314	$ 1,386,712	620.2
Investment Income	34,888	163,745	200,000	50,000	(150,000)	(75.0)
TOTAL REVENUES	**$ 10,986,891**	**$ 1,689,758**	**$ 423,602**	**$ 1,660,314**	**$ 1,236,712**	**292.0**
EXPENDITURES (by Department)						
City Clerk	$ 1,367	$ -	$ -	$ -	$ -	-
City Manager	1,810	-	-	-	-	-
Finance	5,871	-	-	-	-	-
Communications	646	-	-	-	-	-
Municipal Court	1,683	-	-	-	-	-
Police	220,210	-	-	-	-	-
Fire	356,151	-	-	-	-	-
Public Works	6,732	-	-	-	-	-
Parks & Recreation (Active)	3,742	-	-	-	-	-
Community Development	15,998	-	-	-	-	-
Interfund Transfers Out						
General Fund	10,053,427	1,015,969	406,809	50,000	(356,809)	(87.7)
Capital Projects Fund	284,365	510,044	215,602	1,610,314	1,394,712	646.9
TOTAL EXPENDITURES	**$ 10,952,003**	**$ 1,526,013**	**$ 622,411**	**$ 1,660,314**	**$ 1,037,903**	**166.8**
Total Revenues Over/(Under) Expenditures	$ 34,889	$ 163,745	$ (198,809)	$ -		
Beginning Fund Balance	176	35,064	198,809	0		
ENDING FUND BALANCE	**$ 35,064**	**$ 198,809**	**$ 0**	**$ 0**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Hotel/Motel Tax Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Sales & Use Taxes	$ 55,847	$ 64,648	$ 62,000	$ 67,000	$ 5,000	8.1
TOTAL REVENUES	**$ 55,847**	**$ 64,648**	**$ 62,000**	**$ 67,000**	**$ 5,000**	**8.1**
EXPENDITURES						
Interfund Transfers Out						
Special Events Fund	$ 55,847	$ 64,648	$ 62,000	$ 67,000	$ 5,000	8.1
TOTAL EXPENDITURES	**$ 55,847**	**$ 64,648**	**$ 62,000**	**$ 67,000**	**$ 5,000**	**8.1**
Total Revenues Over/(Under) Expenditures	$ -	$ -	$ -	$ -		
Beginning Fund Balance	-	-	-	-		
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Capital Projects Funds

Capital Projects Funds Budget Summaries

CAPITAL PROJECTS FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 22,704,288	$ 14,145,483	$ 14,393,884	$ 14,297,769
Expenditures	$ 4,572,663	$ 10,863,046	$ 53,867,827	$ 14,297,769
Total Revenues Over/(Under) Expenditures	$ 18,131,624	$ 3,282,437	$ (39,473,943)	$ -
Beginning Fund Balance	$ 18,059,882	$ 36,191,506	$ 39,473,943	$ (0)
ENDING FUND BALANCE	**$ 36,191,506**	**$ 39,473,943**	**$ (0)**	**$ (0)**

GREENSPACE BOND FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 1,667,320	$ 1,947,791	$ 1,961,525	$ 1,848,875
Expenditures	$ 1,712,681	$ 1,711,034	$ 7,321,254	$ 1,849,681
Total Revenues Over/(Under) Expenditures	$ (45,361)	$ 236,758	$ (5,359,729)	$ (806)
Beginning Fund Balance	$ 5,191,952	$ 5,146,590	$ 5,383,348	$ 23,618
ENDING FUND BALANCE	**$ 5,146,590**	**$ 5,383,348**	**$ 23,618**	**$ 22,812**

The Greenspace Bond Fund accounts for bond proceeds as well as the debt service due on the bond.

TSPLOST FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 8,544,393	$ 10,467,839	$ 15,653,537	$ 12,274,000
Expenditures	$ 3,218,496	$ 4,409,109	$ 46,952,076	$ 12,904,160
Total Revenues Over/(Under) Expenditures	$ 5,325,897	$ 6,058,731	$ (31,298,539)	$ (630,160)
Beginning Fund Balance	$ 20,544,071	$ 25,869,968	$ 31,928,699	$ 630,160
ENDING FUND BALANCE	**$ 25,869,968**	**$ 31,928,699**	**$ 630,160**	**$ 0**

Capital Projects Funds Budget Summaries

CAPITAL GRANT FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 917,844	$ 660,158	$ 3,646,680	$ 440,000
Expenditures	$ 300,893	$ 645,877	$ 4,056,517	$ 440,000
Total Revenues Over/(Under) Expenditures	$ 616,951	$ 14,280	$ (409,837)	$ -
Beginning Fund Balance	$ (220,502)	$ 396,449	$ 410,730	$ 893
ENDING FUND BALANCE	**$ 396,449**	**$ 410,730**	**$ 893**	**$ 893**

IMPACT FEES FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 971,450	$ 830,163	$ 1,079,718	$ 972,500
Expenditures	$ 3,154,541	$ 1,979,480	$ 1,595,046	$ 972,500
Total Revenues Over/(Under) Expenditures	$ (2,183,091)	$ (1,149,317)	$ (515,328)	$ -
Beginning Fund Balance	$ 3,847,736	$ 1,664,645	$ 515,328	$ (0)
ENDING FUND BALANCE	**$ 1,664,645**	**$ 515,328**	**$ (0)**	**$ (0)**

REVENUE BOND FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 1,673,041	$ 1,741,058	$ 1,650,400	$ 1,695,400
Expenditures	$ 2,631,385	$ 4,442,264	$ 1,650,400	$ 1,695,400
Total Revenues Over/(Under) Expenditures	$ (958,343)	$ (2,701,207)	$ -	$ -
Beginning Fund Balance	$ 3,672,238	$ 2,713,895	$ 12,688	$ 12,688
ENDING FUND BALANCE	**$ 2,713,895**	**$ 12,688**	**$ 12,688**	**$ 12,688**

The Revenue Bond Fund accounts for bond proceeds as well as the debt service due on the bond.

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
All Funding Sources

DEPARTMENT	PROJECT	Estimated Project Cost	Previously Allocated (All Sources)	Available Balance (All Sources)*	FY25-FY31 Requests By Funding Source: FY25-FY31 Operating Transfers	FY25-FY31 TSPLOST Funding	FY25-FY31 Impact Fees	FY25-FY31 Other Funding Sources	Unfunded Amount / (Over)
FINANCE									
	Software Upgrades	$ 320,650	$ 163,640	$ -	$ 157,010	$ -	$ -	$ -	$ -
TOTAL FINANCE		**$ 320,650**	**$ 163,640**	**$ -**	**$ 157,010**	**$ -**	**$ -**	**$ -**	**$ -**
INFORMATION SERVICES									
	Server and Storage Hardware Refresh	$ -	$ 741,113	$ 127,338	$ 374,519	$ -	$ -	$ -	$ -
	Citywide Network Hardware Refresh	-	203,883	90,094	565,096	-	-	-	-
	PC LifeCycle Replacements (Public Safety)	-	165,787	131,767	489,066	-	-	-	-
	PC LifeCycle Replacements (Non Public Safety)	-	145,313	94,874	397,406	-	-	-	-
TOTAL INFORMATION SERVICES		**$ -**	**$ 1,256,097**	**$ 444,073**	**$ 1,826,087**	**$ -**	**$ -**	**$ -**	**$ -**
GENERAL GOVERNMENT BUILDINGS									
	Public Safety Complex Gate	$ 99,200	$ 99,200	$ 99,200	$ -	$ -	$ -	$ -	$ -
	Generators	91,818	91,818	35,306	-	-	-	-	-
TOTAL GENERAL GOVERNMENT BUILDINGS		**$ 191,018**	**$ 191,018**	**$ 134,506**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
POLICE									
	Vehicle Replacement Reserve	$ -	$ 2,953,604	$ 52,057	$ 2,047,220	$ -	$ -	$ -	$ -
	Software Upgrades	258,927	258,927	258,927	-	-	-	-	-
TOTAL POLICE		**$ 258,927**	**$ 3,212,531**	**$ 310,984**	**$ 2,047,220**	**$ -**	**$ -**	**$ -**	**$ -**
FIRE									
	Apparatus/Vehicle Replacement	$ -	$ 7,889,495	$ 1,736,493	$ 3,500,000	$ -	$ 1,050,000	$ -	$ -
	Advanced Life Support	-	496,706	137,035	875,000	-	-	-	-
	Fire Station 45	7,077,916	6,940,916	6,225,895	-	-	137,000	-	-
TOTAL FIRE		**$ 7,077,916**	**$ 15,327,116**	**$ 8,099,422**	**$ 4,375,000**	**$ -**	**$ 1,187,000**	**$ -**	**$ -**
PUBLIC WORKS									
	Gravel Roads Maintenance	$ -	$ 2,026,296	$ 962,978	$ 2,329,200	$ -	$ -	$ -	$ -
	Repair Major Stormwater Structures	-	2,736,795	1,074,576	1,925,000	-	-	-	-
	Pavement Management	-	26,650,881	158,875	16,940,000	-	-	3,850,000	-
	Public Works Yard Improvements	1,108,156	858,156	227,101	250,000	-	-	-	(0)
	Traffic Calming	-	1,733,948	1,377,856	-	-	-	-	-
	Bridge Replacement Program	-	2,347,809	866,454	1,200,000	-	-	-	-
	Sidewalk & Trail Construction & Repair	-	2,162,718	889,085	700,000	-	-	-	-
	Slope Landscaping at Thomas Byrd House	100,000	100,000	45,928	-	-	-	-	-
	Crabapple SE Connector	2,000,000	150,000	130,005	-	-	991,000	-	859,000
	Vehicle Replacement Reserve	-	580,097	169,066	170,000	-	-	-	-
	Connected School Beacons	20,000	20,000	20,000	-			-	-
	Trail Connection to Big Creek Greenway	9,584,000	7,184,000	5,698,542	-	-	-	2,400,000	-
	SR140 @ Green MIL-009	1,060,000	1,060,000	784,730	-	-	-	-	-
	Hopewell @ Bethany MIL-001	4,260,370	4,260,370	0	-	-	-	-	-
	Freemanville @ Birmingham MIL-004	1,990,000	1,990,000	13,135	-	-	-	-	-
	Birmingham Middle Bridge MIL-012	2,803,458	2,803,458	2,592,751	-	-	-	-	-
	Morris Road Widening MIL-031	13,254,595	13,254,595	8,134,340	-	-	-	-	-
	Freemanville @ Redd MIL-010	1,042,582	915,062	588,944	-	127,520	-	-	(0)
	Bethany @ Providence MIL-002	2,200,000	2,200,000	1,908,790	-	-	-	-	-
	Mayfield Road Sidewalks	1,003,128	1,003,128	-	-	-	-	-	-
	Bethany Bend Pedestrian Crossing TS2-2210	318,310	318,310	170,040	-	-	-	-	-
	SR 372 Rapid Rectangular Flashing Beacons TS2-2310	220,450	220,450	200,000	-	-	-	-	-
	Cox Road Intersection Improvement TS2-2311	6,200,000	6,200,000	5,581,288	-	-	-	-	-
	Webb at Cogburn TS2-2312	800,000	800,000	742,340	-	-	-	-	-

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
All Funding Sources

DEPARTMENT	PROJECT	Estimated Project Cost	Previously Allocated (All Sources)	Available Balance (All Sources)*	FY25-FY31 Requests By Funding Source: FY25-FY31 Operating Transfers	FY25-FY31 TSPLOST Funding	FY25-FY31 Impact Fees	FY25-FY31 Other Funding Sources	Unfunded Amount / (Over)
	Milton Comprehensive Transportation Plan TS2-2313	280,000	280,000	14,970	-	-	-	-	-
	Bridge Maintenance TS2-2314	1,153,500	1,153,500	491,013	-	-	-	-	-
	Guardrail Improvements TS2-2315	1,050,000	1,050,000	957,419	-	-	-	-	-
	Bethany Bend Mini Roundabout TS2-2316	1,049,850	1,049,850	77,675	-	-	-	-	-
	Deerfield Area Sidewalks TS2-2317	542,154	542,154	26,432	-	-	-	-	-
	Crabapple Pedestrian Enhancements TS2-2318	1,029,000	1,029,000	380,382	-	-	-	-	-
	TSPLOST II Paving TS2-2319	5,360,000	2,360,000	300,051	-	3,000,000	-	-	-
	Dinsmore Connection TS2-2320	300,000	300,000	271,503	-	-	-	-	-
	SR 372 Area Sidewalks TS2-2321	550,000	365,846	26,432	-	184,154	-	-	-
	SR 372/Crabapple Rd at Green Rd TS2-2410	240,000	40,000	8,850	-	200,000	-	-	-
	Westbrook Bridge TS2-2411	171,500	171,500	136,600	-	-	-	-	-
	GDOT Bridge Projects TS2-2412	250,000	250,000	-	-	-	-	-	-
	Transportation Technology Upgrades TS2-2413	284,463	284,463	1	-	-	-	-	-
	TSPLOST II Program Management	-	6,892,278	6,892,278	-	26,626,476	-	-	-
TOTAL PUBLIC WORKS		**$ 60,225,514**	**$ 97,344,662**	**$ 41,920,429**	**$ 23,514,200**	**$ 30,138,150**	**$ 991,000**	**$ 6,250,000**	**$ 859,000**
PARKS & RECREATION (ACTIVE)									
	Park Land Acquisition	$ -	$ 17,039,205	$ 9,851,555	$ -	$ -	$ 3,509,000	$ -	$ -
	Vehicle Replacement Reserve	-	102,121	42,999	105,000	-	-	-	-
	Turf Field Replacements	-	1,220,000	1,220,000	1,910,000	-	-	-	-
	Providence Park	6,595,297	1,258,908	4,770	2,700,000	-	-	-	2,636,390
	Bell Memorial Park New Turf Field	2,000,000	-	-	1,350,000	-	650,000	-	-
	Legacy Park Parking Lot Upgrades	1,750,000	497,889	497,889	602,111	-	650,000	-	(0)
	Milton City Park and Preserve Facility Imp	3,727,993	2,795,000	1,149,390	932,993	-	-	-	-
	New Active Athletic Complex	20,000,000	15,100,000	15,100,000	-	-	-	4,900,000	-
	Indoor Community Center	13,000,000	-	-	6,700,000	-	-	-	6,300,000
	Cameras	150,000	75,000	75,000	75,000	-	-	-	-
TOTAL PARKS & RECREATION (ACTIVE)		**$ 47,223,290**	**$ 38,088,123**	**$ 27,941,603**	**$ 14,375,104**	**$ -**	**$ 4,809,000**	**$ 4,900,000**	**$ 8,936,389**
PASSIVE PARKS/GREENSPACE									
	Land Conservation	$ -	$ 26,760,821	$ 5,590,576	$ -	$ -	$ -	$ 135,000	$ -
	Site Improvements	-	137,301	30,000	-	-	-	-	-
	Birmingham Park	1,500,000	876,100	730,001	623,900	-	-	-	-
	Mayfield Farm Park	90,000	90,000	90,000	-	-	-	-	-
	Mayfield Road Stormwater Facility	-	80,637	80,637	-	-	-	-	-
	Milton City Park and Preserve Passive Imp	6,120,000	3,644,474	297,574	865,212	-	-	1,610,314	-
	Lackey Road	28,300	28,300	20,000	-	-	-	-	-
TOTAL PASSIVE PARKS/GREENSPACE		**$ 7,738,300**	**$ 31,617,633**	**$ 6,838,788**	**$ 1,489,112**	**$ -**	**$ -**	**$ 1,745,314**	**$ -**
COMMUNITY DEVELOPMENT									
	Tree Recompense	$ -	$ 380,462	$ 35,834	$ -	$ -	$ -	$ -	$ -
	Gateway/Wayfinding Signage & Historic Markers	-	615,185	368,970	250,000	-	-	-	-
	Arnold Mill Small Area Plan	125,000	125,000	-	-	-			
	Winward & Hwy 9 LCI Update	60,000	60,000	60,000	-	-			
	Code Enforcement Software	100,000	100,000	100,000	-	-	-	-	-
	Deerfield Implementation Plan	300,000	300,000	300,000	-	-	-	-	-
	Impact Fees CIE/Methodology Updates	-	127,449	41,851	-	-	150,000	-	-
	Vehicle Replacement Reserve	-	273,344	5,930	232,554	-	-	-	-
TOTAL COMMUNITY DEVELOPMENT		**$ 585,000**	**$ 1,981,440**	**$ 912,585**	**$ 482,554**	**$ -**	**$ 150,000**	**$ -**	**$**
TOTAL CAPITAL IMPROVEMENT PLAN		**$ 123,620,615**	**$ 189,182,260**	**$ 86,602,390**	**$ 48,266,287**	**$ 30,138,150**	**$ 7,137,000**	**$ 12,895,314**	**$ 9,**

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
Operating Transfers (Pay-As-You-Go) Funding

DEPARTMENT	PROJECT	Available Balance (All Sources)*	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FINANCE									
	Software Upgrades	$ -	$ 157,010	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FINANCE		**$ -**	**$ 157,010**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INFORMATION SERVICES									
	Server and Storage Hardware Refresh	$ 127,338	$ 109,200	$ 40,000	$ 41,600	$ 43,264	$ 44,995	$ 46,794	$ 48,666
	Citywide Network Hardware Refresh	90,094	94,053	98,293	76,303	75,714	76,304	76,911	67,518
	PC LifeCycle Replacements (Public Safety)	131,767	93,739	59,756	62,009	64,349	67,565	70,159	71,489
	PC LifeCycle Replacements (Non Public Safety)	94,874	62,441	51,801	53,001	54,681	57,775	57,984	59,723
TOTAL INFORMATION SERVICES		**$ 444,073**	**$ 359,433**	**$ 249,850**	**$ 232,913**	**$ 238,008**	**$ 246,639**	**$ 251,848**	**$ 247,396**
POLICE									
	Vehicle Replacement Reserve	$ 258,927	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460
TOTAL POLICE		**$ 258,927**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**
FIRE									
	Apparatus/Vehicle Replacement	$ 1,736,493	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
	Advanced Life Support	137,035	125,000	125,000	125,000	125,000	125,000	125,000	125,000
TOTAL FIRE		**$ 1,873,527**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**
PUBLIC WORKS									
	Gravel Roads Maintenance	$ 962,978	$ 302,140	$ 311,808	$ 321,786	$ 332,084	$ 342,710	$ 353,677	$ 364,995
	Repair Major Stormwater Structures	1,074,576	275,000	275,000	275,000	275,000	275,000	275,000	275,000
	Pavement Management	158,875	2,020,000	2,020,000	2,020,000	2,720,000	2,720,000	2,720,000	2,720,000
	Public Works Yard Improvement	227,101	250,000	-	-	-	-	-	-
	Bridget Replacement Program	866,454	-	-	-	300,000	300,000	300,000	300,000
	Sidewalk & Trail Construction & Repair	889,085	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Vehicle Replacement Reserve	169,066	50,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL PUBLIC WORKS		**$ 4,348,134**	**$ 2,997,140**	**$ 2,726,808**	**$ 2,736,786**	**$ 3,747,084**	**$ 3,757,710**	**$ 3,768,677**	**$ 3,779,995**
PARKS & RECREATION (ACTIVE)									
	Vehicle Replacement Reserve	$ 42,999	15,000	15,000	15,000	15,000	15,000	15,000	15,000
	Turf Field Replacements	1,220,000	-	-	630,000	320,000	320,000	320,000	320,000
	Providence Park	4,770	-	450,000	450,000	450,000	450,000	450,000	450,000
	Bell Memorial Park New Turf Field	-	510,000	510,000	330,000	-	-	-	-
	Legacy Park Parking Lot Upgrades	497,889	470,000	132,111	-	-	-	-	-
	Milton City Park and PreserveFacility Imp	1,149,390	350,000	300,000	282,993	-	-	-	-
	Indoor Community Center	-	400,000	1,000,000	1,000,000	1,000,000	1,100,000	1,100,000	1,100,000
	Cameras	75,000	75,000	-	-	-	-	-	-
TOTAL PARKS & RECREATION (ACTIVE)		**$ 2,990,048**	**$ 1,820,000**	**$ 2,407,111**	**$ 2,707,993**	**$ 1,785,000**	**$ 1,885,000**	**$ 1,885,000**	**$ 1,885,000**
PASSIVE PARKS/GREENSPACE									
	Birmingham Park	$ 730,001	$ 268,750	$ 355,150	$ -	$ -	$ -	$ -	$ -
	Milton City Park and Preserve Passive Park Impr	297,574	200,000	200,000	200,000	200,000	65,212	-	-
TOTAL PASSIVE PARKS/GREENSPACE		**$ 1,027,575**	**$ 468,750**	**$ 555,150**	**$ 200,000**	**$ 200,000**	**$ 65,212**	**$ -**	**$ -**
COMMUNITY DEVELOPMENT									
	Gateway/Wayfinding Signage & Historic Markers	$ 368,970	$ 100,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Vehicle Replacement Reserve	5,930	33,222	33,222	33,222	33,222	33,222	33,222	33,222
TOTAL COMMUNITY DEVELOPMENT		**$ 374,900**	**$ 133,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**
TOTAL CAPITAL IMPROVEMENT PLAN		**$ 11,317,184**	**$ 6,853,015**	**$ 6,914,601**	**$ 6,853,374**	**$ 6,945,774**	**$ 6,930,243**	**$ 6,881,207**	**$ 6,888,073**

* The available balance includes all encumbrances to-date.

PROJECT NAME:	Financial Software Upgrades	Estimated Project Cost:	$320,650
		Estimated Completion:	2024-2025

DEPARTMENT: Finance **Account #:** 300-1510-542401000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Upgrade to City ERP system to allow for improved performance, paperless transactions and workflow approvals. This system should integrate with the City's current approved document management system or provide the same or better document management system that works with the new ERP system.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	320,650
Total Project Cost:	**320,650**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	650

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	162,990

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	163,640	157,010	-	-	-	-	-	-	320,650	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**163,640**	**157,010**	**-**	**-**	**-**	**-**	**-**	**-**	**320,650**	**-**

IMPACT ON OPERATING BUDGET:	A new ERP system will increase the annual maintenance budget for software by approximately $58,000.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	120,000
		Other	-
		Revenues	-
		Total:	**120,000**

PROJECT NAME:	Server and Storage Hardware Refresh	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project is the lifecycle replacement for the City's on-premise server and storage systems at City Hall and the Public Safety Complex.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	613,775

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	127,338

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	127,338

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	741,113	109,200	40,000	41,600	43,264	44,995	46,794	48,666	1,115,632	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**741,113**	**109,200**	**40,000**	**41,600**	**43,264**	**44,995**	**46,794**	**48,666**	**1,115,632**	**-**

IMPACT ON OPERATING BUDGET:	This includes 3 year warranties, City will have to add years 4-6 after initial 3 year term. Expected cost is 6,000 per year.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	6,000
		Other	-
		Revenues	-
		Total:	**6,000**

PROJECT NAME:	Citywide Network Hardware Refresh	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402001

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Upgrade of the network hardware within the City of Milton. Locations will included are: **1. Fire Station 41**- $10,000 (FY 2023-24) single year spend (cycle for funding starts over in 2030) **2. Fire Station 43-** $20,000 (FY 2023-24) single year spend (cycle for funding starts over in 2030) **3. City Hall-** $90,000 (FY 2024) single year spend (cycle for funding starts over in 2030) **4. Public Safety Complex-** $178,000 (27-28) or 32,500/year over 4 years **5. Fire Station 42-** $22,320 (2030) 3,200/year over 5 years **6. Fire Station 45 (new construction)-** $15,000 single year (unknown start date)

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	113,789

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	90,094

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	90,094

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	203,883	94,053	98,293	76,303	75,714	76,304	76,911	67,518	768,979	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-		-	-	-	-	-	-	-	
Funding Source Total:	**203,883**	**94,053**	**98,293**	**76,303**	**75,714**	**75,714**	**76,911**	**67,518**	**768,979**	**-**

IMPACT ON OPERATING BUDGET:	None. Annual Smartnet renewals will either stay the same or decrease.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

Insert picture

Insert description of picture

PROJECT NAME:	PC LifeCycle Replacements (Public Safety)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402002

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The request is for the standard replacement of Public Safety departments (Fire and Police) tablets and laptops. This includes all current Public Safety units and does not include estimates for new employees. Below are the define replacement cycles for laptops, desktops, and tablets based Information Services defined PC LIfeCycle Policy.

1. Laptops (Non-Public Safety)= 3 Years
2. Desktops (Non-Public Safety/Public Safety)= 4 Years
3. Laptops (Public Safety)= 4 Years
4. Tablets (Non-Public Safety)= 3 Years
5. Tablets (Public Safety)= 4 Years

Based on user specific requirements some computers/tablets may be upgraded earlier depending on needs of the users. **Note: The police department was initially going to replace tablets/laptops on a 5 year cycle with the vehicles, but there are concerns with the cost of extended warranties and limited support by the 5 year. The estimated cost does not include new docks or mounts for vehicles, which could be included in the cost of the new vehicles as long as mounts match the tablet/laptops IS purchases.**

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	28,207

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	137,581

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	131,767

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget	165,787	93,739	59,756	62,009	64,349	67,565	70,159	71,489	654,853	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-								-	
Funding Source Total:	**165,787**	**93,739**	**59,756**	**62,009**	**64,349**	**67,565**	**70,159**	**71,489**	**654,853**	**-**

IMPACT ON OPERATING BUDGET:

Warranties are bundled in hardware cost, but for 4 units there will need to be funds budgeted in operating to cover an extra year since those units were purchased in FY 2023 and we will extend them out to 2028 1 year past the planned replacement cycle. That will allow IS to put all Fire units on the same replacement cycle which decreases management complexity.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	5,400
Other	-
Revenues	-
Total:	**5,400**

Insert picture

Insert description of picture

PROJECT NAME:	PC LifeCycle Replacements (Non Public Safety)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402003

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The request is for the standard replacement of laptops and desktops for all departments. This includes all current Public Safety non-ruggedized units and does not include estimates for new employees. Below are the define replacement cycles for laptops, desktops, and tablets based Information Services defined PC LIfeCycle Policy.

1. Laptops (Non-Public Safety)= 3 Years
2. Desktops (Non-Public Safety/Public Safety)= 4 Years
3. Laptops (Public Safety)= 4 Years
4. Tablets (Non-Public Safety)= 3 Years
5. Tablets (Public Safety)= 4 Years

Based on user specific requirements some computers/tablets may be upgraded earlier depending on needs of the users. **Note: The cost giving does not include the replacement of monitor, which IT will budget for separately in operating. The cost of **

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	50,439

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	94,874

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	94,874

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget	145,313	62,441	51,801	53,001	54,681	57,775	57,984	59,723	542,719	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-								-	
Funding Source Total:	**145,313**	**62,441**	**51,801**	**53,001**	**54,681**	**57,775**	**57,984**	**59,723**	**542,719**	**-**

IMPACT ON OPERATING BUDGET: 3 year warranty cost is paid on initial purchase. IT may purchase an extended warranty for critical desktop computers as needed.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**

Insert picture

Insert description of picture

PROJECT NAME:	Public Safety Complex Gate	Estimated Project Cost:	$99,200
		Estimated Completion:	Dec-23

DEPARTMENT: General Govt Building **Account #:** 300-1565-541300100

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This is the final phase to securing the employee parking lot at the Public Safety Complex. The fence was installed earlier in the year and this final installation is for the automatice controlled access gate to the parking lot.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	99,200
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**99,200**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	99,200

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	99,200

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	99,200	-	-	-	-	-	-	-	99,200	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**99,200**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**99,200**	**-**

IMPACT ON OPERATING BUDGET:	There will be minimial maintenance costs for repairs and maintenance.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Public Safety Complex Gate

PROJECT NAME:	Generators	Estimated Project Cost:	$92,000
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 300-1565-542500000

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Facility Operations **Recurring/Non-Recurring:** Non-recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Natural gas powered generator as limited back up power for City Hall in the event of a large scale power outage. Estimate includes the cost of the generator and electrical work for connectivity and landscaping around generator unit. Project also includes portable gas powered generator for the Public Works building for emergency backup of that facility with electrical work for connectivity.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	82,000
Other	9,818
Total Project Cost:	**91,818**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	56,512

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	35,306

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	35,306

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	91,818	-	-	-	-	-	-	-	91,818	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**91,818**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**91,818**	**-**

IMPACT ON OPERATING BUDGET:	Annual maintenance will be minimal.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Generator

PROJECT NAME:	Vehicle Replacement Reserve (Police)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Police **Account #:** 300-3210-542202000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This will cover costs of replacement vehicles in the Police Department.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	2,882,556

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	71,048

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	52,057

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,846,006	292,460	292,460	292,460	292,460	292,460	292,460	292,460	4,893,226	
Debt Financing	-	-	-	-	-	-	-	-	-	
HIDTA	3,750	-	-	-	-	-	-	-	3,750	
Insurance Proceeds	103,848	-	-	-	-	-	-	-	103,848	
Funding Source Total:	**2,953,604**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**5,000,824**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenance, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	3,000
		Other	-
		Revenues	-
		Total:	**3,000**



Police Vehicle

PROJECT NAME:	Software Upgrades	Estimated Project Cost:	$258,927
		Estimated Completion:	2023

DEPARTMENT: Police **Account #:** 300-3210-542401000

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City of Milton and the City of Alpharetta have utilized multi-agency capabilities of both CAD and RMS since 2010. The City of Alpharetta is upgrading and migrating to a new CAD and RMS vendor and the City of Milton would like to continue in this partnership. The City will purchase the needed software and training from the City of Alpharetta already awarded under the competitive bid process approved by Alpharetta's City Council.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	258,927
Total Project Cost:	**258,927**

ACTUAL EXPENDITURES TO DATE:	
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
Rollover at FYE 24	258,927

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 258,927

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	258,927						-	-	258,927	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**258,927**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**258,927**	**-**

IMPACT ON OPERATING BUDGET:	Annual Licensing and Support: Year 1 - $132,591 Year 2 - $136,569 Year 3 - $140,666 Year 4 - $144,886 Year 5 - $149,233	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	132,591
		Other	-
		Revenues	-
		Total:	**132,591**

PROJECT NAME:	Fire Station 45	Estimated Project Cost:	$7,077,916
		Estimated Completion:	Oct-24

DEPARTMENT: Fire **Account #:**

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	With GIS mapping clearly showing the area of Highway 372 and the New Providence Rd outside the 1 1/2 and 2 1/2 road miles from Fire Stations 41 and 43 required by ISO. Community Development is showing this area as having 405 new residents in 2014. With a new City Hall building down the street, a new fire station will be needed in this area. The City has acquired approximately two acres of land in this area. Strategically positioned, fire crews will have easy access in all directions due to the round about. Future residents in this area of the City will benefit from improved response times and an improved ISO rating City-wide. Public Works has expressed interest in utilizing an area behind this proposed fire station to store materials used during snow and ice events due to it's central location in the City.

ESTIMATED PROJECT COST:	
Planning & Design	300,000
Construction	6,442,916
Land Acquisition	-
Fleet Acquisition	-
Other	335,000
Total Project Cost:	**7,077,916**

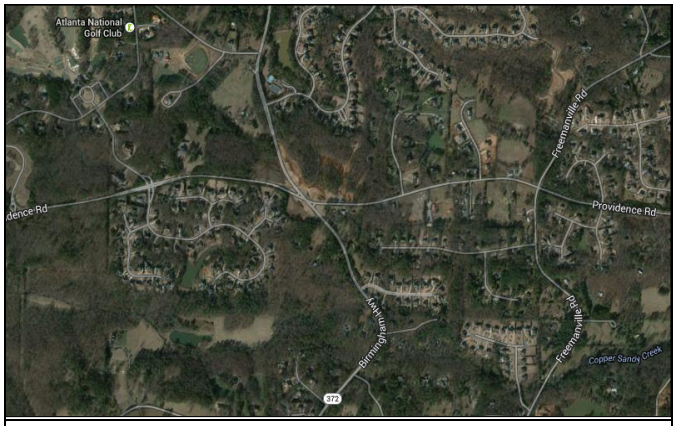
ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	245,105	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	6,634,895	60,916

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	6,225,895	60,916

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	6,880,000	-	-	-	-	-	-	-	6,880,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	60,916	137,000	-	-	-	-	-	-	197,916	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**6,940,916**	**137,000**	**-**	**-**	**-**	**-**	**-**	**-**	**7,077,916**	**-**

IMPACT ON OPERATING BUDGET:	When the fire station construction is completed, there will be additional staffing of 12 firefighters needed for operations. There will also be annual maintenance and utility costs.	Estimated Annual Impact:	
		Expenditures	
		Personnel	1,182,512
		Maintenance	10,000
		Other	170,182
		Revenues	-
		Total:	**1,362,694**



Intersection of Birmingham Hwy/Providence Rd/New Providence Rd

PROJECT NAME:	Apparatus/Vehicle Replacement Reserve (Fire)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Fire

Account #: 300-3510-542202000
350-3510-542202000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	We have completed the planned replacement of the three front line engines and purchased a quint instead of a previously planned engine to minimize staffing costs. We still maintain high-mileage quint and engine in our fleet as reserve apparatus. This update of the fire vehicle CIP is based on a fresh analysis of station planning, equipment needs, and eventual replacement of other vehicles in our fleet over the next 11 years. This anticipates a 1,000,000 balance to begin with and anticipates a purchase of an additional quint for Station 45 in FY24/25 as well as the full replacement of the current fleet in FY310 through FY32. If all assumptions hold true and the current inflation rate of 5.8% holds constant over the life of this current (FY24) iteration of the plan, funding at 500,000 per year will prevent negative balances in this captial line.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees	ARPA Funds
Expended Through FY 24	5,687,822	-	424,629

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees	ARPA Funds
Rollover at FYE 24	1,777,044	-	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees	ARPA Funds
Rollover less current encumbrances at FYE 24	1,736,493	-	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	7,464,866	500,000	500,000	500,000	500,000	500,000	500,000	500,000	10,964,866	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees (Apparatus Only)	-	-	175,000	175,000	175,000	175,000	175,000	175,000	1,050,000	
ARPA Funding	424,629	-	-	-	-	-	-	-	424,629	
Funding Source Total:	**7,889,495**	**500,000**	**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**12,439,495**	**-**

IMPACT ON OPERATING BUDGET:	Preventative maintenance and annual pump testing are budgeted in the M&O budget, no addition cost is expected.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	5,000
Other	-
Revenues	-
Total:	**5,000**



Truck 41 and the Reserve Quint

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Advanced Life Support	**Estimated Project Cost:**	$786,999
		Estimated Completion:	N/A

DEPARTMENT: Fire **Account #:** 300-3510-542507100

STRATEGIC PLAN STRATEGY:

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Each of the frontline Milton Fire apparatus offer advanced life support services. This requires an additional capital item of a defibrillator which is used by paramedics to address heart rhythm issues and other diagnostic services. We currently have seven of those items in our department. They currently cost approximately 30,000 each and assuming a 5% increase year after year. In order to keep up with the lifesaving technology and provide the best service possible, we are planning to replace these items on a routine basis. This fund will allow us to save up for them rather than develop one-time initiatives. The current CIP request for FY25 includes the anticipated onetime purchase of an additional unit for Station 45 as well as a full replacement of 8 units in FY28. (There are also ALS supporting supplies beyond the defibrillator unit itself that will be assumed in this capital line that integrate with the defibrillator.) The cost for these units has increased from 35,000 to 55,000 since 2022, so the projection has been increased. This project has been updated to reflect the cost change, additional apparatus, and the other captial items in the ALS program.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	359,671

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	137,035

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	137,035

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	496,706	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,371,706	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**496,706**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**1,371,706**	**-**

IMPACT ON OPERATING BUDGET:	These items are equipped with modems for wireless connectivity that carries an annual contract as well as callibration and repair requirements.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Gravel Roads Maintenance	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 300-4101-522203000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds would be used to provide supplemental grading and maintenance activities for the 13 miles of gravel roads.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	1,049,846

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	976,450

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	962,978

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	2,026,296	302,140	311,808	321,786	332,084	342,710	353,677	364,995	4,355,496	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,026,296**	**302,140**	**311,808**	**321,786**	**332,084**	**342,710**	**353,677**	**364,995**	**4,355,496**	**-**

IMPACT ON OPERATING BUDGET:	Three seasonal equipment operators.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	73,050
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**73,050**



PROJECT NAME:	Repair Major Stormwater Structures (as needed)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 300-4101-522250000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds will include the scoping, design and construction of repairs associated with the City's stormwater infrastructure. It is anticipated that as the stormwater system is inspected and inventoried under the requirements of the NPDES stormwater permit that deficiencies in the system will be identified.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds
Expended Through FY 24	1,378,172	254,944

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds
Rollover at FYE 24	1,103,679	-

AVAILABLE BALANCE:	Cap Proj	ARPA Funds
Rollover less current encumbrances at FYE 24	1,074,576	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,481,851	275,000	275,000	275,000	275,000	275,000	275,000	275,000	4,406,851	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	254,944	-	-	-	-	-	-	-	254,944	
Funding Source Total:	**2,736,795**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**4,661,795**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Stormwater Repair

PROJECT NAME:	Pavement Management	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-522260000
340-4101-522260000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds are used for the annual pavement management contract with IMS Infrastructure Management Services, resurfacing/reconstruction program, pavement rejuvenation, and to provide deep patching and edge of roadway repair for those sections of roads which have been prioritized through the pavement management program. The 5 year plan is based on prioritized City-wide evaluation of City streets and the Pavement Condition Index (PCI) rating for each road. There is anticipated LMIG funding from GDOT to supplement costs. TSPLOST II will also provide funding for this program to supplement increases in paving and full depth reconstruction costs, to increase residential roadway repaving, and to reduce local funds required (please see the project sheet for TS2-2319 Pavement Management for more details). The budget is set based on 5 year plan to maintain a City-wide PCI of 70. Annual roadway pavement markings is part of this account (moved from M&O) and will address roadways that are repaved as well as other immediate striping needs each fiscal year.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant
Expended Through FY 24	20,395,197	3,271,528

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant
Rollover at FYE 24	1,488,864	1,495,292

AVAILABLE BALANCE:	Cap Proj	Cap Grant
Rollover less current encumbrances at FYE 24	3,429	155,446

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	21,036,146	2,020,000	2,020,000	2,020,000	2,720,000	2,720,000	2,720,000	2,720,000	37,976,146	
Other Funding		-	-	-	-	-	-	-	-	
Grant Funding (LMIG)	4,766,820	440,000	440,000	440,000	440,000	440,000	440,000	440,000	7,846,820	
Capital Revenues	847,915	110,000	110,000	110,000	110,000	110,000	110,000	110,000	1,617,915	
Funding Source Total:	**26,650,881**	**2,570,000**	**2,570,000**	**2,570,000**	**3,270,000**	**3,270,000**	**3,270,000**	**3,270,000**	**47,440,881**	**-**

IMPACT ON OPERATING BUDGET:

No impact on the operating budget anticipated as all paving expenses are booked to the capital accounts listed above.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Repaving

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Public Works Yard Improvements	**Estimated Project Cost:**	$1,108,156
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 300-4101-541200001 $125,000
300-3510 $125,000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Continuing efforts to improve the Public Works Facility behind Fire Station #43 adjacent to the Birmingham Park. Next phases are construction of a pole barn in the public works yard and a proposed 900' water 8" main line extension serving multiple departments. The pole barn will cover the rock/salt material bins to reduce the effect of weathering, extend material life and allow material to be readily available when needed. The proposed waterline extension serves multiple purposes and costs will be shared between Fire, Birmingham Park, and Public Works. Fire Station property at 750 Hickory Flat Road has long needed a waterline and hydrant near the northeast corner of the station curtilage. We have explored this possibility throughout Milton's existence due to need for firefighter training and safety. Our primary training ground at 43 does not have water access except on Hickory Flat Road and laying of 5 inch supply line blocks both the roadway and the parking lots/gas pumps, making water supply possible, but highly impractical. From a safety perspective, we have already had one building burn to the ground in the park area--water supply was an issue on this fire--and as facilities are expanded, including a future restroom for Birmingham Park and the Public Works maintenance building, the need for better access to water has only grown. The addition of a waterline and a hydrant at the back of the station parking lot would be a significant improvement in both the training and safety arenas for fire. Extending this to the Public Works building will provide substantially improved water flow and quality for this building. The water service line extended into Birmingham Park use area will provide a hydrant at the end of the line, better sourse for drinking water, be more reliable and flexible for the future restroom for Birmingham Park visitors.

ESTIMATED PROJECT COST:	
Planning & Design	10,000
Construction	240,000
Land Acquisition	-
Construction - Water	250,000
Other	608,156
Total Project Cost:	**1,108,156**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	631,055

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	227,101

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	227,101

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	858,156	250,000	-	-	-	-	-	-	1,108,156	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees (Fire)	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**858,156**	**250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,108,156**	**-**

IMPACT ON OPERATING BUDGET:

Maintenance costs include the recurring expenses needed for building facility operation. These items are cleaning, grounds repair, communications, pest control, gas, electricity, etc.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	15,960
Other	-
Revenues	-
Total:	**15,960**



Public Works Yard

PROJECT NAME:	Traffic Calming	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Account #: 300-4101-541400400
335-4101-541400400
340-4101-541400400

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City's traffic calming program previously provided funds for potential use on qualified projects on subdivision streets. The City of Milton Code of Ordinances was updated in February 2023 to remove the 50% cost sharing on the part of the City for the installation of basic traffic calming devices on local residential streets. The traffic calming project and account provides funding to address recommendations from the Local Road Safety Plan and also includes lower Hopewell Road traffic calming project.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant	TSPLOST
Expended Through FY 24	194,691	116,000	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant	TSPLOST
Rollover at FYE 24	1,423,256	-	-

AVAILABLE BALANCE:	Cap Proj	Cap Grant	TSPLOST
Rollover less current encumbrances at FYE 24	1,377,856	-	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	1,607,919	-	-	-	-	-	-	-	1,607,919	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	116,000	-	-	-	-	-	-	-	116,000	
Other-Traffic Calming Revenues	10,029	-	-	-	-	-	-	-	10,029	
Funding Source Total:	**1,733,948**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,733,948**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Traffic Calming Islands

PROJECT NAME:	Bridge Replacement Program	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Public Works **Account #:** 300-4101-541401200, 350-4101-541401200

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds will be used for design and construction services related to the bridge replacement and improvement program. Bridges will be repaired and maintained in accordance with the recommendations provided in the GDOT inspection reports provided every two years and City inspections. TSPLOST II will also provide funding for this program to support a citywide review, prioritization and implementation of priority B repairs identified by GDOT inspections. Priority guardrail improvements at bridges will be funded through TSPLOST II as part of this program.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	1,481,356	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	866,454	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	866,454	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,347,809	-	-	-	300,000	300,000	300,000	300,000	3,547,809	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,347,809**	**-**	**-**	**-**	**300,000**	**300,000**	**300,000**	**300,000**	**3,547,809**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Sidewalk & Trail Construction and Repair	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-541301300
340-4101-541301300

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	City-wide sidewalk, trail and curb & gutter construction and repairs.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant
Expended Through FY 24	1,239,077	32,619

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant
Rollover at FYE 24	891,022	-

AVAILABLE BALANCE:	Cap Proj	Cap Grant
Rollover less current encumbrances at FYE 24	889,085	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,017,382	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,717,382	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding-CDBG	32,619	-	-	-	-	-	-	-	32,619	
Other-Sidewalk Replacement Fund	112,717	-	-	-	-	-	-	-	112,717	
Funding Source Total:	**2,162,718**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**2,862,718**	**-**

IMPACT ON OPERATING BUDGET:	Impact is neutral as any costs to edge/mow around the new sidewalks/trails will be offset by a decrease in overall right of way mowing expenses.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Sidewalk Repair and New Installation

PROJECT NAME:	Slope Landscaping at Thomas Byrd House	Estimated Project Cost:	$100,000
		Estimated Completion:	2025

DEPARTMENT: General Govt Building **Account #:** 300-4101-541401701

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Culture in Public Spaces **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Extend rubble wall and re-grade slope to accommodate landscape growth. Plant slope with appropriate landscape materials. Incorporate public art where applicable. FY23 installed phase 1 wall and plantings. Future phase will improve signage and entry based on recommendations from branding and wayfinding study.

ESTIMATED PROJECT COST:	
Planning & Design	15,000
Construction	85,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**100,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	54,072

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	45,928

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	45,928

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	100,000	-	-	-	-	-	-	-	100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**100,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**-**

IMPACT ON OPERATING BUDGET:	Future mowing and maintenance	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Slope on frontage

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Crabapple SE Connector	**Estimated Project Cost:**	$2,000,000
		Estimated Completion:	2030

DEPARTMENT: Public Works **Account #:** 300-4101-541401704

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project is for new location road(s) and possible intersection improvements that will connect Broadwell Rd (at any point or at any of the existing streets including Marstrow Dr, Dorsland Way, Dunbrody Dr, or McCaus Ln) to Mid Broadwell Rd to Mayfield Rd and/or from Broadwell Rd to Charlotte Dr. A conceptual plan and cost was developed for a connection from Dunbrody Dr to Charlotte Dr. The District at Mayfield Plan includes additional possible connections. Based on further traffic analysis and feasibility, these connections could be part of future southeast Crabapple improvements coordinated with future developments. Future funding sources could include impact fees, TSPLOST, and/or improvements provided by developments.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	1,700,000
Land Acquisition	150,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	19,995	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	130,005	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	130,005	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	150,000	-	-	-	-	-	-	-	150,000	
Impact Fees	-	121,000	145,000	145,000	145,000	145,000	145,000	145,000	991,000	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**150,000**	**121,000**	**145,000**	**145,000**	**145,000**	**145,000**	**145,000**	**145,000**	**1,141,000**	**859,000**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Broadwell Rd to Charlotte Dr Connection Option

PROJECT NAME:	Vehicle Replacement Reserve (Public Works)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 300-4101-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of Public Works vehicles.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	411,031

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	169,066

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	169,066

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	569,872	50,000	20,000	20,000	20,000	20,000	20,000	20,000	739,872	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other - Insurance Proceeds	10,225	-	-	-	-	-	-	-	10,225	
Funding Source Total:	**580,097**	**50,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**750,097**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenance, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

PROJECT NAME:	Connected School Beacons	Estimated Project Cost:	$20,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 300-4101-542500000
335-4101-541440000

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	There are 20 school flasher beacons throughout the City with various hardware and software systems. This project would provide connected school beacons to improve reliability, reduce maintenance costs, and increase safety. A connected system would reduce downtime and improve response times by knowing the location and status of each unit. Through this system the City would receive access to key performance indicators to analyze each school beacons' performance and create reports. Once beacons are connected, they use the on-board cellular modem to transmit and receive data. This connection also allows for over-the-air adjustment and updates when flashing times need to be modified. This type of connected system also has possible integration with connected vehicles and driving apps.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	20,000
Total Project Cost:	**20,000**

ACTUAL EXPENDITURES TO DATE:	
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
Rollover at FYE 24	20,000

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 20,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	20,000	-	-	-	-	-	-	-	20,000	
TSPLOST II M&S - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**20,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**20,000**	**-**

IMPACT ON OPERATING BUDGET:	There are various lengths service periods depending on the vendor selected for this project. The service could be part of the overall initial cost or could be separated into a yearly data expense for the term of the services.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	5,000
Other	-
Revenues	-
Total:	**5,000**



Connected School Beacons

PROJECT NAME:	Trail Connection to Big Creek Greenway	Estimated Project Cost:	$9,584,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

Account #: 335-4101-541420000
340-4101-541400007

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City of Milton has completed a local Comprehensive Transportation Plan, North Fulton Comprehensive Transportation Plan, and Livable Centers Initiative that all looked at multi-use connections in areas of the City and regional connections. Milton's Multi-use Trail Connection to the Big Creek Greenway is a project that creates multi-use connections in the Windward Parkway Activity Center and surrounding areas between regional thoroughfare networks, schools, parks, senior centers, retail, MARTA bus routes, and greenways. Given the potential scope of this project, both short and long term connections to the Big Creek Greenway will be evaluated. The project identified to move forward with federal funds for all phases is a multi-use trail beginning at the intersection of Bethany Bend and Cogburn Road and continuing south on Cogburn to Webb and then east on Webb to tie into the Morris Road widening project.

ESTIMATED PROJECT COST:	
Planning & Design	750,000
Construction	3,000,000
Land Acquisition	5,654,000
Fleet Acquisition	-
Other	180,000
Total Project Cost:	**9,584,000**

ACTUAL EXPENDITURES TO DATE:	Cap Grant	TSPLOST
Expended Through FY 24	969,654	354,757

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Grant	TSPLOST
Rollover at FYE 24	4,028,864	1,830,725

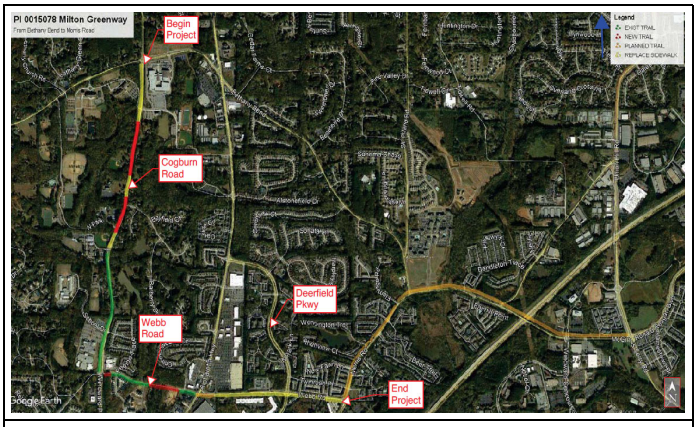
AVAILABLE BALANCE:	Cap Grant	TSPLOST
Rollover less current encumbrances at FYE 24	3,867,817	1,830,725

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	500,318	-	-	-	-	-	-	-	500,318	
TSPLOST Funding	1,530,482	-	-	-	-	-	-	-	1,530,482	
Grant Funding	4,923,200	2,400,000	-	-	-	-	-	-	7,323,200	
Alpharetta, NFCID & GDOT TAP	230,000	-	-	-	-	-	-	-	230,000	
Funding Source Total:	**7,184,000**	**2,400,000**	**-**	**-**	**-**	**-**	**-**	**-**	**9,584,000**	**-**

IMPACT ON OPERATING BUDGET:

Upon completion of a trail connection, additional maintenance needs are anticipated at approx. $5,000/mile to include trimming, edging, vegetation control, blowing, trash service etc.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	16,000
Other	-
Revenues	-
Total:	**16,000**



Greenway Connection

PROJECT NAME:	SR140 @ Green MIL-009	Estimated Project Cost:	$1,060,000
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400002

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project will consider a new traffic signal for SR 140/Arnold Mill Road at Green Road is in response to identification of the project in the 2016 City of Milton Comprehensive Transportation Plan, the 2016 Fulton County TSPLOST initiative project list, and the 2018 North Fulton Comprehensive Transportation Plan. Other improvement alternatives may be considered in coordination with GDOT. The project also includes extending a multiuse path on the south side of Green Rd and east side of SR 140 from Waterhaven Ln to the Kroger driveway.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	860,000
Land Acquisition	-
Fleet Acquisition	-
Other	50,000
Total Project Cost:	**1,060,000**

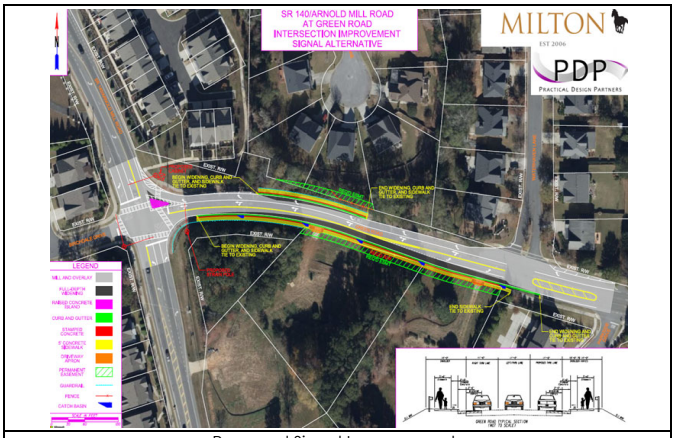
ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	135,113

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	924,887

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	784,730

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
TSPLOST Funding	1,060,000	-	-	-	-	-	-	-	1,060,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,060,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,060,000**	**-**

IMPACT ON OPERATING BUDGET:	Concept development has not been finalized. Operating impact to be determined upon final design approval.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Proposed Signal Improvements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Hopewell @ Bethany MIL-001	**Estimated Project Cost:**	$4,260,370
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 335-4101-541400004

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements that will address the intersections of Hopewell Road with Bethany Bend, Bethany Oaks Pointe, and Bethany Way. Includes roundabout at Hopewell Road and Bethany Bend, exit lane from Bethany Oaks Pointe to Bethany Bend, and turn lanes at Hopewell Road and Bethany Way.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	3,360,370
Land Acquisition	650,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**4,260,370**

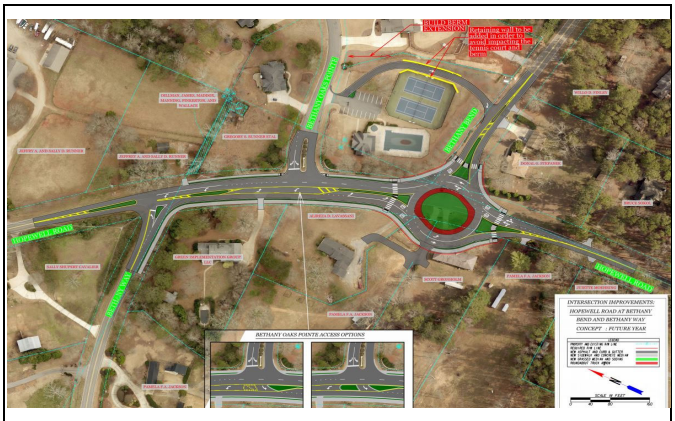
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	4,234,013

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	26,357

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	0

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	4,260,370	-	-	-	-	-	-	-	4,260,370	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**4,260,370**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,260,370**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will include roundabout landscaping maintenance.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Freemanville @ B'Ham MIL-004	**Estimated Project Cost:**	$1,990,000
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-541400005

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements of a roundabout that will address the all way stop controlled intersection.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	1,666,000
Land Acquisition	100,000
Fleet Acquisition	-
Other	74,000
Total Project Cost:	**1,990,000**

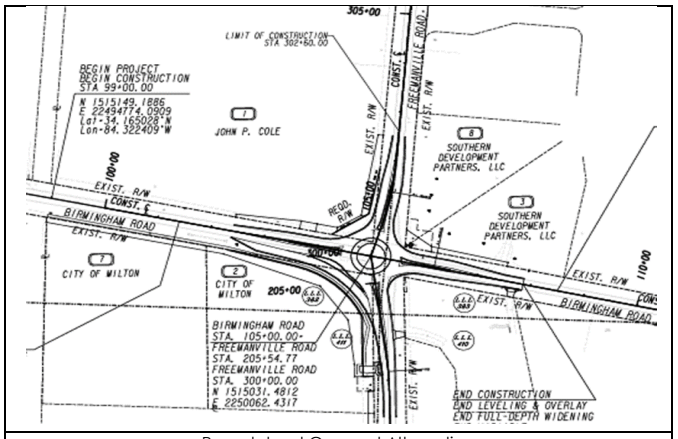
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	1,158,550

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	831,450

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	13,135

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	1,990,000	-	-	-	-	-	-	-	1,990,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,990,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,990,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will include roundabout landscaping maintenance.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Roundabout Concept Alternative

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Birmingham Middle Bridge MIL-012	**Estimated Project Cost:**	$2,803,458
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400009

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The concept recommendation for improvement is replacing the existing bridge with a triple 10'x10' box culvert and raising the existing road up to six feet at the deepest section to prevent flooding of the roadway for the major storm events. The raising of Birmingham Road will necessitate raising Manor Trace due to the proximity to the intersection.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	2,103,458
Land Acquisition	600,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,803,458**

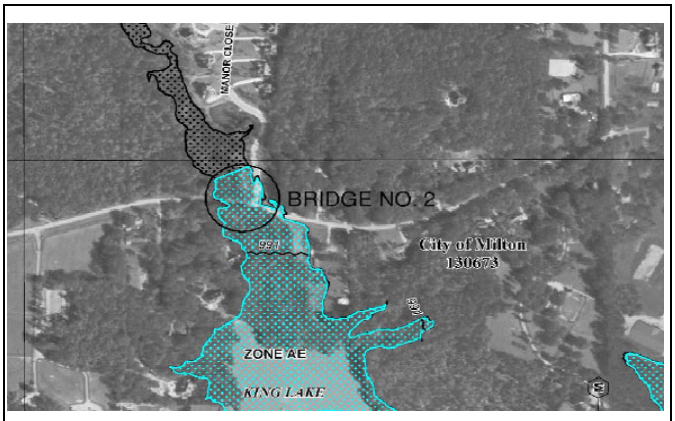
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	206,284

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	2,597,174

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	2,592,751

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	2,803,458	-	-	-	-	-	-	-	2,803,458	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,803,458**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,803,458**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



FIRM Map of Bridge Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Morris Road Widening MIL-031	**Estimated Project Cost:**	$13,254,595
		Estimated Completion:	2026

DEPARTMENT: Public Works **Account #:** 335-4101-541400010

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The overall project is for a proposed widening of Morris Road from Webb Road to Bethany Bend tying into McGinnis Ferry Road widening at Bethany Bend. The cross section is proposed as a 4 lane divided roadway with landscaped median/turn lanes and multiuse trail on the north side, including intersection improvements at Webb Road.

ESTIMATED PROJECT COST:	
Planning & Design	670,000
Construction	6,330,000
Land Acquisition	3,500,000
Utilities Relocation	1,000,000
Other/Contingency	1,754,595
Total Project Cost:	**13,254,595**

ACTUAL EXPENDITURES TO DATE:	TSPLOST	Impact Fees
Expended Through FY 24	4,229,517	-

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST	Impact Fees
Rollover at FYE 24	8,288,361	736,717

AVAILABLE BALANCE:	TSPLOST	Impact Fees
Rollover less current encumbrances at FYE 24	8,134,340	736,717

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	12,517,878	-	-	-	-	-	-	-	12,517,878	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	736,717	-	-	-	-	-	-	-	736,717	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**13,254,595**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**13,254,595**	**-**

IMPACT ON OPERATING BUDGET:

Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Concept Layout

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Freemanville @ Redd MIL-010	**Estimated Project Cost:**	$1,042,582
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400011

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements at the intersection and may include turn lanes, traffic signal or roundabout.

ESTIMATED PROJECT COST:	
Planning & Design	200,000
Construction	642,582
Land Acquisition	200,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,042,582**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	219,064

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	695,998

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	588,944

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	915,062	127,520	-	-	-	-	-	-	1,042,582	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**915,062**	**127,520**	**-**	**-**	**-**	**-**	**-**	**-**	**1,042,582**	**-**

IMPACT ON OPERATING BUDGET:	Concept development has not been finalized. Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bethany @ Providence MIL-002	**Estimated Project Cost:**	$2,200,000
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400012

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A roundabout will provide operational improvements at the intersection

ESTIMATED PROJECT COST:	
Planning & Design	200,000
Construction	1,800,000
Land Acquisition	200,000
Fleet Acquisition	-
Other	
Total Project Cost:	**2,200,000**

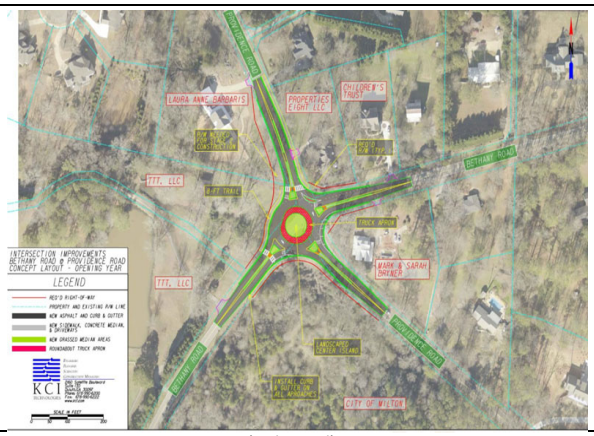
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	251,252

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	1,948,748

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	1,908,790

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
TSPLOST Funding	2,200,000	-	-	-	-	-	-	-	2,200,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,200,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Mayfield Road Sidewalks	**Estimated Project Cost:**	$1,003,128
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 335-4101-541401301

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

A priority sidewalk project in the Crabapple area as identified in the 2020 Trail Prioritization Plan is connecting the Lakeside Park to Freemanville Road. This project is for a sidewalk/multiuse path along the Lakeside Park frontage and extending on the north side of Mayfield Road to the intersection with Freemanville Road. The existing sidewalk on the south side of Mayfield Road will remain as the accessible route beginning at the roundabout on Mayfield Road and Heritage Walk/Charlotte Drive and allow a multiuse trail on the north side of the road. The project includes a mid-block crossing protected by a Rapid Rectangular Flashing Beacon (RRFB) that will be used for bikes, pedestrians, and possibly PTVs to cross Mayfield Road approximately 125 feet East of the Lakeside Park entrance. The project also includes repaving Mayfield Road and adding bicycle signage and pavement markings for on-road cyclists.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	803,128
Land Acquisition	100,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,003,128**

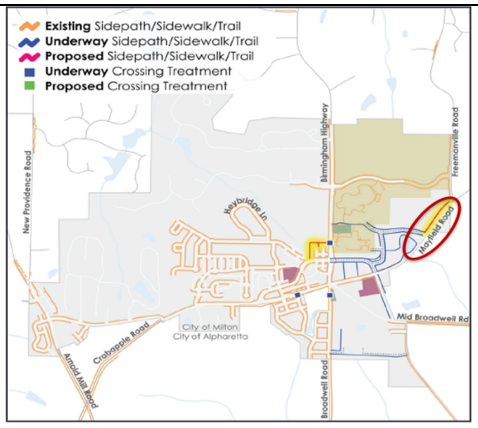
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	849,059

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	154,069

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	1,003,128	-	-	-	-	-	-	-	1,003,128	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,003,128**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,003,128**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bethany Bend Pedestrian Crossing TS2-2210	**Estimated Project Cost:**	$318,310
		Estimated Completion:	2024

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2210
335-4101-541420000 TS2-2210

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The construction of a new midblock pedestrian crossing on Bethany Bend at Serenade Court was identified in the Milton Community Trail Prioritization Plan as a Tier 1 project in the Deerfield area. Adopted in 2020, the purpose of the plan was to guide the implementation of trail, sidepath and sidewalk projects throughout the City of Milton over the next ten years and beyond. This project is also for a priority Bethany Character Area sidewalk connection that will provide an alternate route from Deerfield Parkway to Bethany Bend at Hwy 9 with minimal impacts during the GDOT widening project. The concept for the project is to install a new Rapid Rectangular Flashing Beacon (RRFB) with a new striped crosswalk across Bethany Bend, a raised island in the existing gore area, and approximately 100 feet of new 5-foot sidewalk on the north side of Bethany Bend to connect to the existing sidewalk.

ESTIMATED PROJECT COST:	
Planning & Design	20,000
Construction	288,310
Land Acquisition	10,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**318,310**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	118,606

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	199,704

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	170,040

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	5,907	-	-	-	-	-	-	-	5,907	
TSPLOST II PB - Cst	312,403	-	-	-	-	-	-	-	312,403	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**318,310**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**318,310**	**-**

IMPACT ON OPERATING BUDGET: Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	SR 372 Rapid Rectangular Flashing Beacons TS2-2310	**Estimated Project Cost:**	$220,450
		Estimated Completion:	2024

DEPARTMENT: Public Works

Account #: 335-4101-5212200000 TS2-2310
335-4101-5414200000 TS2-2310

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Rapid Rectangular Flashing Beacons (RRFB) are a common safety device used to enhance pedestrian crosswalks at roundabouts, especially in high pedestrian areas or if the roundabout has multi-lane approaches or exits.

Staff is seeking Georgia Department of Transportation (GDOT) funding to purchase RRFB's for the City to install at the two roundabouts at SR 372 and Heritage Walk. The approximate total cost of these devices is $200,000. In order to receive GDOT funding and approval, a traffic engineering (TE) study must be completed and approved by the state.

RRFB's were identified as an effective countermeasure in the City's Local Road Safety Plan (LRSP) and is recognized by the federal government (FHWA) as a best practice.

ESTIMATED PROJECT COST:	
Planning & Design	20,450
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**220,450**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	12,395

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	208,055

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	200,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	20,450	-	-	-	-	-	-	-	20,450	
TSPLOST II PB - Cst	200,000	-	-	-	-	-	-	-	200,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**220,450**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**220,450**	**-**

IMPACT ON OPERATING BUDGET:	Devices to be solar powered so no power costs, minimal maintenance of equipment to be covered in existing public works maintenance accounts	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



RFFBs

PROJECT NAME:	Cox Road Intersection Improvement TS2-2311	Estimated Project Cost:	$6,200,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #:
335-4101-521210000 TS2-2311
335-4101-541110000 TS2-2311
335-4101-541410000 TS2-2311

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

This project includes evaluation and further implementation of intersection and operational improvements along Cox Road. The intersections of Cox Road at King Road and Cox Road at Etris Road/Ebenezer Road will include the City of Roswell with funding agreements for improvements. The intersection of Cox Road at SR 140/Arnold Mill Road will include working with and possible funding by Georgia Department of Transportation. The intersection of Cox Road at the City of Milton Cox Road Athletic Complex will involve coordination between City Public Works and Parks and Recreation Departments and the Parks and Recreation Advisory Board.

ESTIMATED PROJECT COST:	
Planning & Design	700,000
Construction	4,500,000
Land Acquisition	1,000,000
Fleet Acquisition	-
Other	
Total Project Cost:	**6,200,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST	IGA Funds
Expended Through FY 24	233,265	-

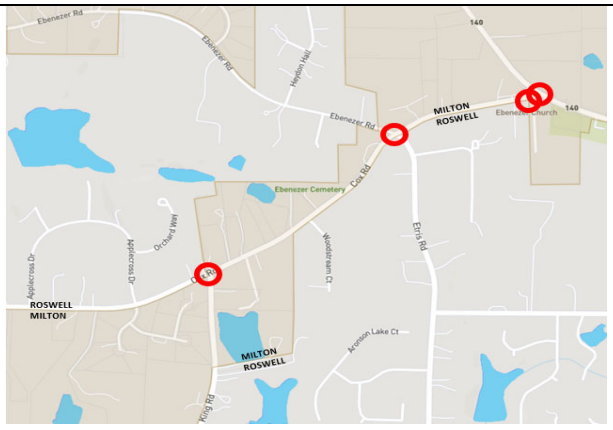
BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST	IGA Funds
Rollover at FYE 24	4,966,735	1,000,000

AVAILABLE BALANCE:	TSPLOST	IGA Funds
Rollover less current encumbrances at FYE 24	4,581,288	1,000,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
TSPLOST II O&S - Prof	700,000	-	-	-	-	-	-	-	700,000	
TSPLOST II O&S - ROW	1,000,000	-	-	-	-	-	-	-	1,000,000	
TSPLOST II O&S - Cst	3,500,000	-	-	-	-	-	-	-	3,500,000	
IGA Funding (Roswell)	1,000,000	-	-	-	-	-	-	-	1,000,000	
Funding Source Total:	**6,200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**6,200,000**	**-**

IMPACT ON OPERATING BUDGET: Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Webb at Cogburn TS2-2312	**Estimated Project Cost:**	$600,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #:
335-4101-521210000 TS2-2312
335-4101-541110000 TS2-2312
335-4101-541410000 TS2-2312

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Intersection improvements at Cogburn Road and Webb Road was identified as a level II operational improvement project in the 2016 Milton Comprehensive Transportation Plan. The purpose of the project is to reduce congestion and improve safety at the intersection of Cogburn Road and Webb Road. A new left turn will be added to the westbound Webb Road approach. The eastbound approach will also be modified to line up the through lanes. There will also be a traffic signal modification required. The intent is for this construction to be complete before the Big Creek Greenway Connection trail project begins.

ESTIMATED PROJECT COST:	
Planning & Design	50,000
Construction	700,000
Land Acquisition	50,000
Fleet Acquisition	-
Other	
Total Project Cost:	**800,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	44,777

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	755,223

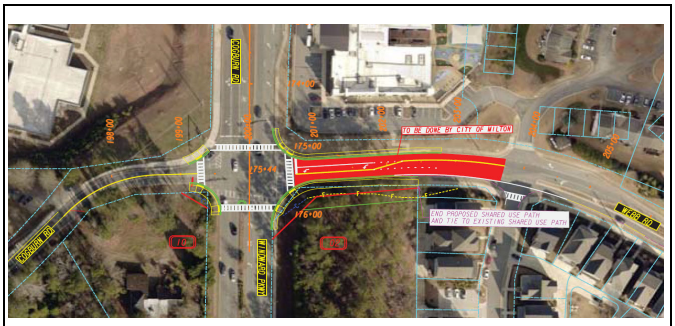
AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	742,340

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	50,000	-	-	-	-	-	-	-	50,000	
TSPLOST II O&S - ROW	50,000	-	-	-	-	-	-	-	50,000	
TSPLOST II O&S - Cst	700,000	-	-	-	-	-	-	-	700,000	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**800,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**800,000**	**-**

IMPACT ON OPERATING BUDGET:

Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location and Concept

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Milton Comprehensive Transportation Plan TS2-2313	**Estimated Project Cost:**	$280,000
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-521260000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The first Milton Comprehensive Transportation Plan (CTP) was adopted in 2009. There was an update to the CTP in 2016 that contributed to the project list development for the 2016 Transportation Special Purpose Local Option Sales Tax (TSPLOST). The Milton CTP is a local plan, updated approximately every five years, that inventories existing conditions, analyzes current and future needs, and develops project recommendations to respond to these needs. This 2023 planning effort will utilize many of the recent planning documents including the Local Road Safety Plan, Comprehensive Plan, and Community Trail Prioritization Plan to address projects and policies. The CTP will also inform the specific projects for categories that are funded with TSPLOST II. The CTP outcomes will include determination of stakeholder's satisfaction with transportation, evaluation of bicycle accommodations for a safety initiative, measurement of effectiveness of intersections, and maintaining reliability.

ESTIMATED PROJECT COST:	
Planning & Design	280,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**280,000**

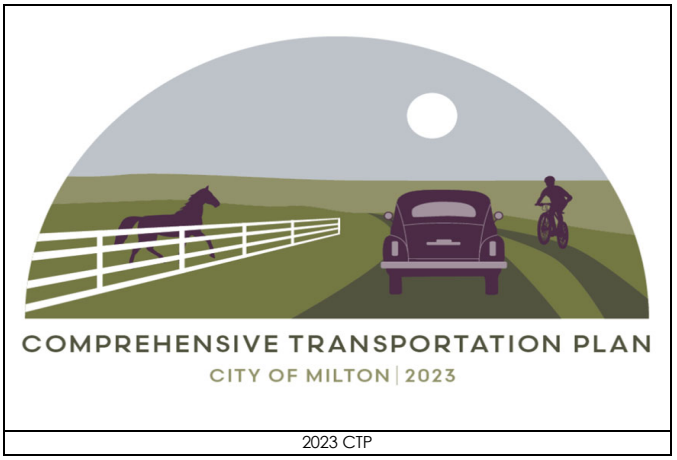
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	265,030

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	14,970

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	14,970

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PM - Prof	280,000	-	-	-	-	-	-	-	280,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**280,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**280,000**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



2023 CTP

PROJECT NAME:	Bridge Maintenance TS2-2314	Estimated Project Cost:	$1,153,500
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000 TS2-2314
335-4101-541430000 TS2-2314

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City of Milton is in receipt of a Bridge Inspection Report from Georgia Department of Transportation (GDOT) detailing the capital maintenance needs for 24 City-owned bridge structures that meet criteria to be inspected by GDOT. The City requested to have a consultant assess 16 of these structures and prioritize repairs to maximize efficiency of funds. Bridge Maintenance Plans would be prepared based on priority as directed by the City.

The scope of work in this project includes site visits to 16 structures, a bridge assessment report on identified structures, prioritization of implementing repairs, maintenance plans for selected structures, and support during bid for repairs. The design and construction of this capital project will be funded as a TSPLOST II Bridge Project.

ESTIMATED PROJECT COST:	
Planning & Design	53,500
Construction	1,100,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,153,500**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	550,582

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	602,918

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	491,013

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
TSPLOST II BR - Prof	53,500	-	-	-	-	-	-	-	53,500	
TSPLOST II BR - Cst	1,100,000	-	-	-	-	-	-	-	1,100,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,153,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,153,500**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Bridge Inspection

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Guardrail Improvements TS2-2315	**Estimated Project Cost:**	$1,050,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521240000
335-4101-541440000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City-adopted Local Road Safety Plan recommended considering upgrading guardrail at bridges and culverts as engineering countermeasure RSC-10 for the emphasis area of roadway and shoulder conditions. This project includes an overall inventory and specific location improvements.

In order to develop priorities for guardrail repair and replacement on approximately 182 miles of city-owned streets, an inventory was created of all guardrail in GIS that is used to track asset details. The inventory is a combination of information obtained through Google Streetview and field investigation that determined type of guardrail, height, end terminals, distance from the roadway, and adjacent topography. The inventory includes a categorized recommendation list based on urgency and risk to the public, as well as a cost estimate for the work.

Following the development of the inventory and recommendations, guardrail improvements will be made through this project.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	900,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,050,000**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	47,513

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	1,002,487

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	957,419

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II M&S - Prof	150,000	-	-	-	-	-	-	-	150,000	
TSPLOST II M&S - Cst	900,000	-	-	-	-	-	-	-	900,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,050,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,050,000**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Guardrail Repair

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bethany Bend Mini Roundabout TS2-2316	**Estimated Project Cost:**	$1,049,850
		Estimated Completion:	2024

DEPARTMENT: Public Works

Account #: 335-4101-521210000 TS2-2316
335-4101-541410000 TS2-2316
335-4101-541440000 TS2-2316

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

As part of the Local Road Safety Plan recommendations and continuing efforts to slow drivers down, Public Works is proposing a mini roundabout project. This type of improvement has been successful in reducing speeds and improving safety for pedestrians. Bethany Bend between SR 9 and Morris Road is a corridor that could be impacted during and after 3 major transportation projects: the SR 9 widening, the McGinnis Ferry interchange, and the Morris Road widening. The Bethany Creek subdivision is in the section of Bethany Bend near SR 9. This subdivision is in a unique situation having homeowners on both sides of Bethany Bend, with the public amenities on the Northern side. The Bethany Creek HOA Board approached Public Works asking whether there was a way to slow vehicles down and provide a safe pedestrian crossing.

This project is for a mini roundabout which will accomplish the goals above while also being compatible with Georgia DOT's SR 9 widening project that is currently scheduled for letting in December 2023. From the Strategic Plan and Comprehensive Plan, the proposed project also aligns with the following:
- Prioritize Bethany character area (Hwy 9) sidewalk connections in coordination with GDOT Project, and identify quick win opportunities,
- Consider innovations to reduce the actual speed of traffic to get drivers to stay within the posted speed limits,
- Consider "smart" features to improve transportation infrastructure and safety in Milton, and
- Consider the use of Smart features to improve pedestrian safety within defined urban areas, around parks and other priority walking areas.

The mini roundabout will be located at the intersection of Bethany Bend and South Bethany Creek Drive/North Bethany Creek Drive and will have an approximate diameter of 80 feet and fit within the existing asphalt and curb lines.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	949,850
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,049,850**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	686,443

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	363,407

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	77,675

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	100,000	-	-	-	-	-	-	-	100,000	
TSPLOST II O&S - Cst	700,000	-	-	-	-	-	-	-	700,000	
TSPLOST II M&S - Cst	249,850	-	-	-	-	-	-	-	249,850	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,049,850**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,049,850**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Concept Layout for Improvements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Deerfield Area Sidewalks TS2-2317	**Estimated Project Cost:**	$542,154
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-541420000 TS2-2317

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A project was identified that connects several sidewalk gaps in the Deerfield area based on working with the Milton Trails Advisory Committee and in consultation with the Deerfield area as identified in the 2020 Trail Prioritization Plan. The project will be construction of new sidewalk segments to close open spaces between sidewalk sections. The location of these connections are Webb Road, Deerfield Parkway, and Hopewell Road.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	542,154
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**542,154**

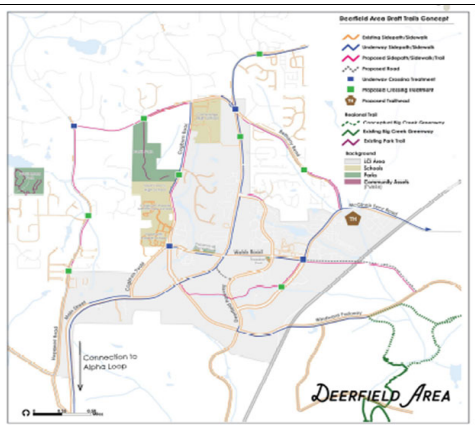
ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	374,262

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	167,892

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	26,432

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Cst	542,154	-	-	-	-	-	-	-	542,154	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**542,154**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**542,154**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Community Trail Prioritization Plan

PROJECT NAME:	Crabapple Pedestrian Enhancements	Estimated Project Cost:	$1,029,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

Account #: 300-4101-541401708
335-4101-5414200000 TS2-2318

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Create a safer commute for pedestrians

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	To provide enhanced pedestrian mobility within the Crabapple area. Crosswalks on Heritage Walk is phase 1. Upgrades to the streetscape of Crabapple Road (SR372) could include protected mid-block crossings, refuge islands, travel lane reductions, curb cut closures, bike lanes, personal transportation vehicle (PTV) accommodations and speed limit reductions where possible. TSPLOST funding will be used for the protected pedestrain mid-block crossing and refuge island component of the project.

ESTIMATED PROJECT COST:	
Planning & Design	189,200
Construction	439,800
Land Acquisition	-
Fleet Acquisition	-
Other	400,000
Total Project Cost:	**1,029,000**

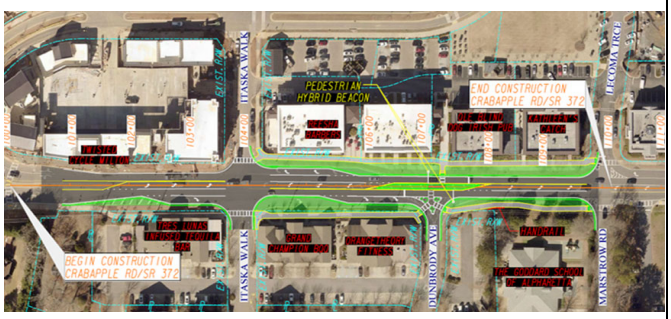
ACTUAL EXPENDITURES TO DATE:	Cap Proj	TSPLOST
Expended Through FY 24	245,505	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	TSPLOST
Rollover at FYE 24	383,495	400,000

AVAILABLE BALANCE:	Cap Proj	TSPLOST
Rollover less current encumbrances at FYE 24	377,767	2,615

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	629,000	-	-	-	-	-	-	-	629,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
TSPLOST II PB - Cst	400,000	-	-	-	-	-	-	-	400,000	
Funding Source Total:	**1,029,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,029,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Crabapple Pedestrian Enhancements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	TSPLOST II Paving TS2-2319	**Estimated Project Cost:**	$5,360,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 335-4101-541440000 TS2-2319

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds are used for TSPLOST identified roadways in the annual pavement management program for resurfacing/ reconstruction. TSPLOST II funding for selected segments will supplement the overall program due to increases in paving and full depth reconstruction costs, to increase residential roadway repaving, and to reduce local funds required. The budget is set based on 5 year plan to maintain a City-wide PCI of 70.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	5,360,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**5,360,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	1,788,484

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	571,516

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	300,051

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II M&S - Prof	-	-	-	-	-	-	-	-	-	
TSPLOST II M&S - Cst	2,360,000	1,000,000	1,000,000	1,000,000	-	-	-	-	5,360,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,360,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**5,360,000**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Road Paving

PROJECT NAME:	Dinsmore Connection TS2-2320	Estimated Project Cost:	$300,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2320
335-4101-541420000 TS2-2320

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

This project scope consists of connecting passive park improvements within the Milton City Park and Preserve by providing a roadside multi-use path serving both transportation and recreational purposes. This project reflects priorities detailed in the community-driven, Council-approved Park Master Plan of the area. The Dinsmore Connection will be 0.25-miles of a 10-ft wide multi-use concrete/paved sidewalk adjacent to Dinsmore Road. This will connect to a new trail on the east side of the park with an existing trail on the west side of the park completing an approximate 2.5-mile trail around the project site. This will also provide a transportation component to expand in the future to connect neighborhoods to both the active and passive sides of the park.

ESTIMATED PROJECT COST:	
Planning & Design	40,000
Construction	260,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	26,502

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	273,498

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	271,503

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
TSPLOST II PB - Prof	40,000	-	-	-	-	-	-	-	40,000	
TSPLOST II PB - Cst	260,000	-	-	-	-	-	-	-	260,000	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**300,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**300,000**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Phase 3 - Dinsmore Sidepath Connection

PROJECT NAME:	SR 372 Area Sidewalks TS2-2321	**Estimated Project Cost:**	$550,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2321
335-4101-541420000 TS2-2321

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A project was identified that connects several sidewalk gaps in the SR 372/Crabapple Road area based on working with the Milton Trails Advisory Committee and in consultation with the Crabapple area as identified in the 2020 Trail Prioritization Plan. The project will be construction of new multi-use path/sidewalk segments to close open spaces between sidewalk sections. The location of these connections are along SR 372/Crabapple Road and Green Road.

ESTIMATED PROJECT COST:	
Planning & Design	50,000
Construction	500,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**550,000**

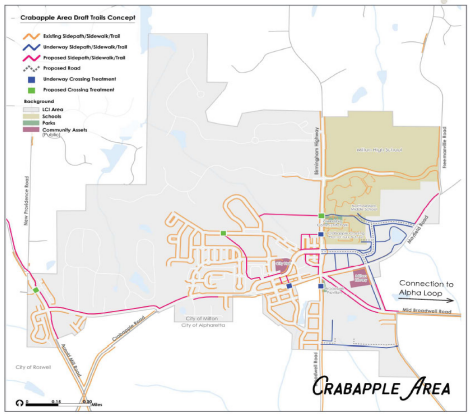
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	25,128

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	340,718

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	318,046

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	47,800	-	-	-	-	-	-	-	47,800	
TSPLOST II PB - Cst	318,046	184,154	-	-	-	-	-	-	502,200	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**365,846**	**184,154**	**-**	**-**	**-**	**-**	**-**	**-**	**550,000**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Community Trail Prioritization Plan

PROJECT NAME:	SR 372/Crabapple Rd at Green Rd TS2-2410	**Estimated Project Cost:**	$240,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #: 335-4101-521210000 TS2-2410
335-4101-541110000 TS2-2410
335-4101-541410000 TS2-2410

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project is for a new traffic signal at SR 372/Crabapple Road at Green Road. This intersection has gone through several modifications since 2019. Public Works staff has been coordinating with Georgia Department of Transportation (GDOT) District 7 to determine what the state would allow in response to the existing congestion and safety issues. District 7 supports a new traffic signal. Staff is also pursuing state funding assistance for a potential roundabout at this location.

ESTIMATED PROJECT COST:	
Planning & Design	40,000
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	
Total Project Cost:	**240,000**

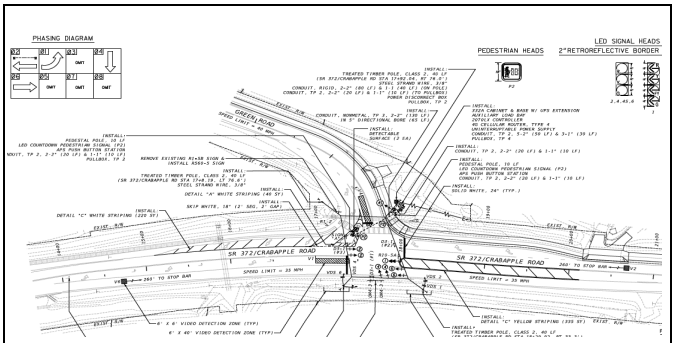
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	28,920

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	11,080

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	8,850

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	40,000	-	-	-	-	-	-	-	40,000	
TSPLOST II O&S - ROW	-	-	-	-	-	-	-	-	-	
TSPLOST II O&S - Cst	-	200,000	-	-	-	-	-	-	200,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**40,000**	**200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**240,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Proposed Traffic Signal

PROJECT NAME:	Westbrook Bridge TS2-2411	Estimated Project Cost:	$171,500
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000
335-4101-541430000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The Georgia Department of Transportation (GDOT) preforms inspections of the City's bridges every two (2) years and the existing bridge #121-5008-0 on Westbrook Road, located over a tributary of Chicken Creek, was identified as needing replacement. Additionally, the City retained a consultant to conduct bridge assessments of several bridges within the City limits to include bridges on Westbrook Road. Based on the GDOT inspection and the City's assessment, staff is considering options for replacing this bridge with either a new bridge or a culvert system.

Westbrook Road is an unpaved road between Hopewell Road and Mountain Road. The existing bridge over the road was constructed in 1956 and is at the end of its service life. The bridge is made of concrete deck and steel beam. The bridge is 30 ft long by 18.2 ft wide (gutter to gutter). The design year Average Daily Traffic (ADT) is 50 vehicles per day. The infrastructure needs to be replaced/rehabilitated, and the completed project should have a life cycle beyond 75 years with regular maintenance. The new bridge should be sized appropriately to accommodate increased flow due to current and future growth trends in the area if possible.

ESTIMATED PROJECT COST:	
Planning & Design	171,500
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**171,500**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	34,900

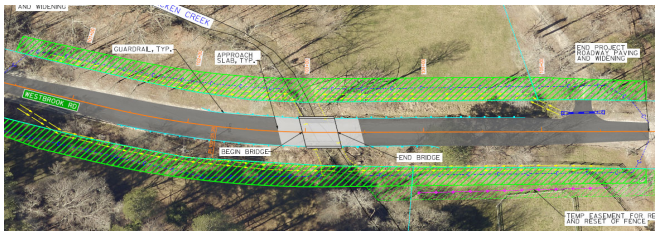
BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	136,600

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	136,600

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
TSPLOST II BR - Prof	171,500	-	-	-	-	-	-	-	171,500	
TSPLOST II BR - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**171,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**171,500**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Bridge Concept

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	GDOT Bridge Projects TS2-2412	**Estimated Project Cost:**	$250,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000 TS2-2412
335-4101-541430000 TS2-2412

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Georgia Department of Transportation (GDOT) is committed to helping Local Governments reduce the number of posted and closed bridges throughout the state by means of different local bridge replacement programs. The City of Milton has a financial obligation to contribute toward the right of way phase of the projects. The City may also contribute through betterment agreements or addressing aesthetics after GDOT construction is complete.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**250,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	250,000

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	-

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
TSPLOST II BR - Prof	250,000	-	-	-	-	-	-	-	250,000	
TSPLOST II BR - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**250,000**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Transportation Technology Upgrades TS2-2413	**Estimated Project Cost:**	$284,463
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 335-4101-542510000 TS2-2413

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The purchase of various equipment and technology upgrades to improve travel throughout Milton in a calm safe and efficeint manner for all users. FY24 inclues the purchase of signal pre-emption technolgoy upgrades for all signals in the city.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	284,463
Total Project Cost:	**284,463**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	284,463

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	1

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II OS - Equip	284,463	-	-	-	-	-	-	-	284,463	
TSPLOST II OS - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**284,463**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**284,463**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



PROJECT NAME:	TSPLOST Program Management	**Estimated Project Cost:**	$0
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521260000
335-4101-541460000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City currently outsources large project inspections and other TSPLOST project tasks. In FY21, a City infrastructure inspector position was added within the public works department to replace some of the outsourced inspection services such as the paving program (typically $50k/year), stormwater inspections ($25k/year), and assisting with various public works projects including supporting other department projects (around $100k/year). The number of projects managed by the public works department is growing and includes adding capital projects for other departments. The most recent outsourced TSPLOST project cost over $350k for outsourced construction inspections on a $3M construction project. This initiative is proposed to utilize internal resources as much as possible with less dependance on outside services for inspections during construction and other project tasks. There still may be need for bidding certain services and inspections based on the complexity and duration of a project but an internal staff TSPLOST project inspector will allow greater flexibility, level of service, and less than half the costs. Additionally, funding for projects not yet underway will be earmarked to the Program Management - Infrastructure account. Once the Comprehensive Transportation Plan is complete and Council has provided guidance on projects, staff will allocate the funding accordingly and provide budgetary updates at each budget amendment hearing.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	6,892,278

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	6,892,278

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PM - Prof	119,149	123,915	128,872	134,026	139,387	-	-	-	645,349	
TSPLOST II PM - Infra	6,773,129	8,868,571	8,622,608	8,598,484	10,613	-	-	-	32,873,405	
Impact Fees	-	-	-	-	-	-	-	-	-	
Operating Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**6,892,278**	**8,992,486**	**8,751,480**	**8,732,510**	**150,000**	**-**	**-**	**-**	**33,518,754**	**-**

IMPACT ON OPERATING BUDGET:	For FY24-FY28, the salary and benefits for this position are proposed to utilize TSPLOST I and II funding as the inspections will be focused on TSPLOST funded projects. Should a TSPLOST III not occur after FY27 to fund this position, the public works department structure will be evaluated and any impacts on operating budget discussed at that time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



TSPLOST Funded Program Management

PROJECT NAME:	Sites/Park Land Acquisition	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Parks & Recreation

Account #: 300-6110-541101000
350-6110-541101000

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks.

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This money will be used to address opportunities to acquire active park land. 45+ acres of land has been purchased for active park sites. Future requests to focus on increased pocket and neighborhood parks acquired throughout the community & in generally less-served areas.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:		
	Cap Proj	Impact Fees
Expended Through FY 24	3,957,659	3,201,981

BUDGET ROLLOVER FROM PRIOR YEAR:		
	Cap Proj	Impact Fees
Rollover at FYE 24	9,213,020	666,546

BUDGET ROLLOVER FROM PRIOR YEAR:		
Rollover less current	Cap Proj	Impact Fees
encumbrances at FYE 24	9,185,010	666,546

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	13,170,678	-	-	-	-	-	-	-	13,170,678	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	3,868,527	669,000	40,000	40,000	690,000	690,000	690,000	690,000	7,377,527	
Funding Source Total:	**17,039,205**	**669,000**	**40,000**	**40,000**	**690,000**	**690,000**	**690,000**	**690,000**	**20,548,205**	**-**

IMPACT ON OPERATING BUDGET:	The operating impact will depend on the type of land purchased and the end-use of the land.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Vehicle Replacement Reserve (Parks & Recreation)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of vehicles for Parks & Recreation. This accounts for the increased number of P&R fleet vehicles.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	59,122

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	42,999

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	42,999

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	102,121	15,000	15,000	15,000	15,000	15,000	15,000	15,000	207,121	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**102,121**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**207,121**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenace, insurance, and fuel.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Turf Field Replacements	**Estimated Project Cost:**	$0
		Estimated Completion:	Recurring

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541200001

STRATEGIC PLAN STRATEGY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds will be used to implement capital improvements to the artificial turf fields at our athletic facilities. The two artificial turf fields at Bell Memorial Park were constructed in 2015. The two large Legacy Park turf fields were constructed in 2022. The average lifespan of the carpet with the usage that occurs at our parks (playing surface) is 8-12 years. These funds will be utilized to replace the carpet and infill.

Approx 205,000sf of field to turf

Long-term impact: Minimal change to operating budget. $200,000 each subsiquent year for replacing carpet every 10-12 years.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	1,220,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	1,220,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	1,220,000	-	-	630,000	320,000	320,000	320,000	320,000	3,130,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,220,000**	**-**	**-**	**630,000**	**320,000**	**320,000**	**320,000**	**320,000**	**3,130,000**	**-**

IMPACT ON OPERATING BUDGET:	Annual change in maintenance for the listed improvement is minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Bell Memorial Park Fields 1 & 2

PROJECT NAME:	Site Improvements/Providence Park	Estimated Project Cost:	$6,595,297
		Estimated Completion:	Beyond 2030

DEPARTMENT: Parks & Recreation (Active)

Account #: 300-6110-541200003
340-6110-541200001
340-6110-541300100

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Providence Park occupies 42 acres of land off Providence Rd. It has been closed to the public since 2004 to cleanup toxic waste found in the soil. Fulton County completed the remediation of the waste spill in 2015 and turned the park over to the City of Milton. During the years the park was closed, it fell into disrepair. The park was opened in fall 2016 for passive use. A master plan was completed in 2018. Included in this 2 phased plan was the addtion of restroom facilities, ADA accessible trails, a boardwalk, two building features for recreational use, a fishing pier, a playground, camping areas and the draining of water out of the rock quarry. In FY2022/2023, trail, restroom and the fishing pier projects were completed. Grant funds were acquired for the ADA trails, restrooms and fishing pier.
In April 2023, PRAB and Council provided feedback to staff which ultimately removed two components from the long-term phasing of the park. Those two components were an all-inclusive playground and the dedicated camping areas.

"Phase 1": COMPLETED: Demo of structure, partial trail system improvement, restroom, lake overlook
"Phase 1": NOT COMPLETED: stream aligment/dam repair, 13,000sf inclusive playground, updated fencing around quarry, wetland improvements, parking lot update/resurface
"Phase 2": expanded parking area, 900sf open air quarry overlook, performance green, 6500sf nature center/lawn area, dredging of the lake, .12 mile wetland boardwalk, camping area (only with supervision).

Phase 1 remaining: $2,000,000
Phase 2 estimated cost: $4,000,000

Ongoing maintenance:
Open air quarry overlook: $4,000 annually (utilities, repairs, cleaning)
6,500sf Nature Center: $75,000 annually (utilities, cleaning, landscaping, communicaitons, repairs, porter services, etc)
*Optional staffing to be additional $70,000 + relocation of full-time staff member
Performance Green: $20,000 annually for landscaping, irrigation and grounds repairs

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	6,491,097
Land Acquisition	4,200
Fleet Acquisition	-
Other	-
Total Project Cost:	**6,595,297**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Grant Fund
Expended Through FY 24	119,127	1,135,011

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Grant Fund
Rollover at FYE 24	-	4,770

AVAILABLE BALANCE:	Cap Proj	Grant Fund
Rollover less current encumbrances at FYE 24	-	4,770

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget (Capital Projects Fund)	119,127	-	450,000	450,000	450,000	450,000	450,000	450,000	2,819,127	
Operating Budget (Capital Grant Fund)*	739,780	-	-	-	-	-	-	-	739,780	
Grant Funding*	400,000	-	-	-	-	-	-	-	400,000	
Impact Fees**	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,258,908**	**-**	**450,000**	**450,000**	**450,000**	**450,000**	**450,000**	**450,000**	**3,958,908**	**2,636,390**

*The Capital Grant Fund includes funding for the following projects: bathroom renovation/lake pier/trail construction.
**Impact Fees will be used toward trail construction costs beyond the approved grant funding.

IMPACT ON OPERATING BUDGET: Final operating costs and cleaning costs will be determined upon concept/design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Providence Park

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bell Memorial Park New Turf Field	**Estimated Project Cost:**	$2,000,000
		Estimated Completion:	2026

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541401500

STRATEGIC PLAN STRATEGY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Converting the remainder of the natural grass fields would be beneficial for playability and utility of our baseball program. Rainouts & cancelations would reduce, while making our recreation program more attractive to prosepective baseball families. The higher quality baseball programs are moving to turf for these reasons. Staff estimates the turfing of the baseball fields at $2,000,000. Approx 205,000sf of field to turf Long-term impact: Minimal change to operating budget. Approximately $200,000 each subsiquent year will be set aside for replacing the carpet every 10-12 years (this will be held in the turf field replacement account).

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	2,000,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	510,000	510,000	330,000	-	-	-	-	1,350,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	650,000	-	-	-	-	650,000	
Other Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**510,000**	**510,000**	**980,000**	**-**	**-**	**-**	**-**	**2,000,000**	**-**

IMPACT ON OPERATING BUDGET:	Annual change in maintenance for the listed improvement is minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Bell Memorial Park Fields 1 & 2

PROJECT NAME:	Legacy Park Parking Lot Upgrades	Estimated Project Cost:	$1,750,000
		Estimated Completion:	2024

DEPARTMENT: Parks & Recreation (Active)

Account #: 300-6110-541200004
350-6110-541200004

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks.

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds will be used to address the deteriorating parking lot at Legacy Park. Currently, the parking lot has a few dedicated handicap spots and open space without consistently marked parking spaces. The lot's surface consists of an asphalt driveway that transitions into mostly asphalt millings.

This improvement project will achieve two main goals:

1. Transform the parking lot to accommodate more vehicles by expanding its footprint.
2. Re-pave the lot for better functionality and aesthetics.

The scope of work includes tree removal, grading, stormwater, paving and septic improvements for the maintenance building. Estimated cost for engineering, design, and construction: $1,750,000 (as calculated by Public Works)
Long term impact- reduced septic repairs

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	1,650,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,750,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	-	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	497,889	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	497,889	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	497,889	470,000	132,111	-	-	-	-	-	1,100,000	
Other Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	650,000	-	-	-	-	-	650,000	
Funding Source Total:	**497,889**	**470,000**	**782,111**	**-**	**-**	**-**	**-**	**-**	**1,750,000**	**(0)**

IMPACT ON OPERATING BUDGET: There will be some minimal cost savings to repairs and maintenance from replacing the septic system at the maintenance building.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	(1,500)
Other	-
Revenues	-
Total:	**(1,500)**



Cox Road Facility

PROJECT NAME:	Milton City Park and Preserve Facility Improvements (Active)	**Estimated Project Cost:**	$3,727,993
		Estimated Completion:	Beyond 2026

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541300102

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The Former Milton Country Club Master Plan was adopted August 19, 2019. For the active acres, the master plan called for the renovation of the clubhouse to support active, indoor recreation programming. As part of this renovation, the existing cart barn to the east of the building along with other structures are to be removed. Throughout the phasing, the plan suggests for additional parking, tennis courts, pool improvements, sand volleyball courts and a covered addition onto the back side of the clubhouse.
In April 2023, PRAB and Council provided guidance to staff re-prioritizing the long-term funding for projects. During this discussion, several components of the Park Master Plan were removed. The park components removed include the fireplace, sand volleyball courts, 100% inclusive playground and the expanded event lawn. The bioswale located to the south of the building was also deemed unnecessary, as long as it's not truly needed to collect water runoff.

Staff to be applying for LWCF Grant funding through DNR to fund the majority of Concept "B". The estimated cost for this project is $1.4 million, with $500,000 in support from the grant.

Concept "A" - Renovation of the building (COMPLETE)
Concept "B" - *Reconfiguration of the building* , 2 additional tennis courts, tennis viewing deck, event lawn, sand volleyball courts, "inclusive" playground, bioswale to catch water, parking lot improvements
Concept "C" - Outdoor fireplace, larger back patio, additions to viewing deck, waterslide for pool, improved "event lawn" and enhanced landscaping

Cost Estimate: Concept B - $1.8-$2.0 million
Cost Estimate: Concept C - $900,000

Long-term impact: Resurfacing tennis courts every 5-7 years- budget $8,000 per year, stain viewing deck every 5 years (minimal)
Operating: landscape improvement upkeep ($5000 per year)
Operating: Pool slide maintenance and staffing ($18,000 per year)
Operating: LED light conversion, decreased annual costs ($1,000-$2,000 per year)

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	3,672,993
Land Acquisition	-
Fleet Acquisition	-
Other	55,000
Total Project Cost:	**3,727,993**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Grant Fund
Expended Through FY 24	1,144,017	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Grant Fund
Rollover at FYE 24	1,150,983	500,000

AVAILABLE BALANCE:	Cap Proj	Grant Fund
Rollover less current encumbrances at FYE 24	1,149,390	500,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	2,295,000	350,000	300,000	282,993	-	-	-	-	3,227,993	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	500,000	-	-	-	-	-	-	-	500,000	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,795,000**	**350,000**	**300,000**	**282,993**	**-**	**-**	**-**	**-**	**3,727,993**	**-**

IMPACT ON OPERATING BUDGET:

Cleaning and maintenance forecasts have been accounted for based on current building layout projections. Revenue forecasts are based on planned programming in the new clubhouse and facility rental fees will be assessed if approved by Council.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	14,000
Other	-
Revenues	(14,200)
Total:	**(200)**

Land Conservation	New Active Athletic Complex	**Estimated Project Cost:**	$20,000,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541200005

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The next step in the development of our Parks facilities is the development of another athletic park, with similar amenities to Bell Memorial Park. The increased population and program popularity has coorelated to an increase in our recreation programming. The current needs of the community include 4 baseball fields, another 2 rectangular fields as outlined in the 2027 comprehensive master plan. This park would feature artificial turf fields for both the multi-purpose fields and the baseball/softball fields. Recommended in this park (oustide of operational needs such as storage and maintenance spaces) would be the inclusion of other parks amenities, such as but not limited to playground, concessions, picnic areas, trails and outdoor recreation space.

ESTIMATED PROJECT COST:	
Planning & Design	1,000,000
Construction	18,530,000
Land Acquisition	-
Fleet Acquisition	-
Other	470,000
Total Project Cost:	**20,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	15,100,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	15,100,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	5,100,000	-	-	-	-	-	-	-	5,100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Sale of Assets	-	4,900,000	-	-	-	-	-	-	4,900,000	
Other (ARPA Funds)	10,000,000	-	-	-	-	-	-	-	10,000,000	
Funding Source Total:	**15,100,000**	**4,900,000**	**-**	**-**	**-**	**-**	**-**	**-**	**20,000,000**	**-**

IMPACT ON OPERATING BUDGET:	Forecasted expenses are based on the annual cost to maintain such a facility including landscaping, grounds maintenance, facility upkeep, staffing, operations, utilities, etc. Revenue forecasts are based on potential programming and field rentals. Staff has requested that the Parks Manager be hired in the 4th quarter of FY 2025 and has no anticiaption for additional staffing at this time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	275,000
		Other	50,000
		Revenues	(30,000)
		Total:	**295,000**

Concept Plan for Deerfield Pkwy Active Park

Land Conservation	Indoor Community Center	**Estimated Project Cost:**	$13,000,000
		Estimated Completion:	2031

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Build an Indoor Community Center **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City has expanded the inventory of outdoor fields and playspaces. The next step in the development of our Parks facilities is the development of an indoor community center. This could be used for basketball, exercise classes, summer camps, art classes, dance classes, active senior activities and adult activities. The comprehensive master plan found an immediate need for an addtional 60,216 square feet of indoor recreation center space. The plan recommends a multi-generational community center that would provide programming for all age ranges from youth to active seniors (active seniors being a gap in our programming). Next steps would be planning, design then construction. Costs can be reduced if it is built on land already owned by the City of Milton.

ESTIMATED PROJECT COST:	
Planning & Design	525,000
Construction	12,475,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**13,000,000**

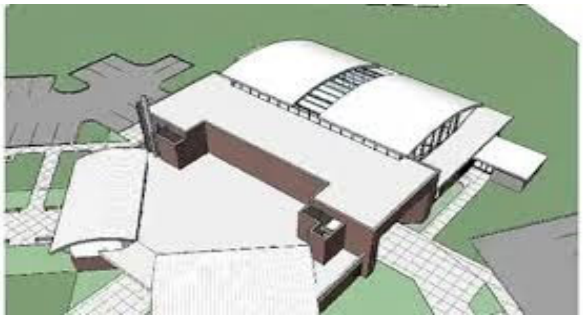
ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	400,000	1,000,000	1,000,000	1,000,000	1,100,000	1,100,000	1,100,000	6,700,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**400,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,100,000**	**1,100,000**	**1,100,000**	**6,700,000**	**6,300,000**

IMPACT ON OPERATING BUDGET:	This will result in an ongoing cost of the maintenance of the facility as well as the operation of the facility. Actual impact will be determined once building design is complete.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	240,000
		Maintenance	259,000
		Other	-
		Revenues	-
		Total:	**499,000**



Rendering of a Community Center

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Physical Security Upgrades-Parks/Facilities	**Estimated Project Cost:**	$150,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project will be to implement a cloud based access control and video surveillance system at all City facilities and parks. The first phase of the project will be focused on some of the City Parks starting with Birmingham, Lackey, and Bell Parks. The system will be completely cloud based with no on-premise management servers or storage. Estimated number of cameras is 7 cameras, with some needing cellular routers for connectivity, polls, and solar powered units.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	150,000
Total Project Cost:	**150,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	75,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	75,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	75,000	75,000	-	-	-	-	-	-	150,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-		-	-	-	-	-	-	-	
Funding Source Total:	**75,000**	**75,000**	**-**	**-**	**-**	**-**	**-**	**-**	**150,000**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	2,000
		Other	-
		Revenues	-
		Total:	**2,000**



Cloud Based Access Control and Video Surveillance System

PROJECT NAME:	Land Conservation	Estimated Project Cost:	N/A
		Estimated Completion:	2030

DEPARTMENT: Passive Parks/Greenspace **Account #:** 310-6210-541100001

STRATEGIC PLAN STRATEGY: Protect and Preserve Open Space

STRATEGIC ACTION ITEM: Open Space Preservation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Since a $25 million greenspace bond was approved by our citizens in November 2017, the City and the Milton Greenspace Advisory Committee (MGAC) are now working on the creation of a viable conservation plan. All bond funds used to purchase greenspace will be accounted for in this conservation account within the Passive Parks/Greenspace Department.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	G.O. Bond Fd
Expended Through FY 24	21,159,656

BUDGET ROLLOVER FROM PRIOR YEAR:	G.O. Bond Fd
Rollover at FYE 24	5,601,166

AVAILABLE BALANCE:	G.O. Bond Fd
Rollover less current encumbrances at FYE 24	5,590,576

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Other Revenue	71,150	-	-	-	-	-	-	-	71,150	
GO Bond	25,376,842	-	-	-	-	-	-	-	25,376,842	
Interest Earnings	1,312,829	135,000	-	-	-	-	-	-	1,447,829	
Funding Source Total:	**26,760,821**	**135,000**	**-**	**-**	**-**	**-**	**-**	**-**	**26,895,821**	**-**

IMPACT ON OPERATING BUDGET:	The cost of maintenance (mowing, litter pickup, etc) for each parcel purchased will have an impact on the operating fund.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Milton Landscape

PROJECT NAME:	Site Improvements/Passive Parks	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200000

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Funding will accrue in this account for the purposes of improving Milton's passive parks/greenspace. As project proposals/plans are approved by Mayor and Council the funds will be allocated to the line item for that specific park. In FY22, funding was used for gravel equestrian accessible parking area, site and fencing repairs to improve conditions for opening the Freemanville Road at Birmingham Road (Belmont Farms) greenspace. In FY23, $30,000 was allocated for Liberty Grove/Blue Valley Pocket Park landscaping.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	107,301

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	30,000

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	30,000

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
Operating Budget	137,301	-	-	-	-	-	-	-	137,301	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**137,301**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**137,301**	**-**

IMPACT ON OPERATING BUDGET:	TBD once the implementation for the approved plans have been determined.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Site Improvements/Birmingham Park	Estimated Project Cost:	$1,500,000
		Estimated Completion:	Beyond 2026

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200003

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This 200+ acre site is on the north end of the City behind Fire Station 43 (750 Hickory Flat Rd). It is currently an undeveloped, passive park that is open to the public for activities like hiking, horseback riding, dog walking, etc. Improvements and improvement phases for the Park are proposed in the Community Trail Prioritization Plan 2020. Additional priority improvements have been identified by the Milton Equestrian Committee.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	1,250,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,500,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	146,099

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	730,001

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	730,001

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	876,100	268,750	355,150	-	-	-	-	-	1,500,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**876,100**	**268,750**	**355,150**	**-**	**-**	**-**	**-**	**-**	**1,500,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will be determined upon final concept/design approval.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Birmingham Park

PROJECT NAME:	Site Improvements/Mayfield Farm Park	**Estimated Project Cost:**	$90,000
		Estimated Completion:	TBD

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200004

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Explore partnerships and relationships to meet the needs of the community. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Planning initiatives for Mayfield Farm Park in cooperation with the City of Alpharetta. The demolition and site cleanup phase is planned for 2023. This includes creating a safe and blank slate for future possible agricultural and environmental uses in conjunction with the City of Alpharetta.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	90,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**90,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	90,000

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 90,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	90,000	-	-	-	-	-	-	-	90,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**90,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**90,000**	**-**

		Estimated Annual Impact:	
IMPACT ON OPERATING BUDGET:	The operating costs for this park will be determined once final concept/design have been approved.	**Expenditures**	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Property Frontage

PROJECT NAME:	Facility Repair & maintenance/Mayfield Road Stormwater Facility	**Estimated Project Cost:**	$0
		Estimated Completion:	N/A

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-522220010

STRATEGIC PLAN STRATEGY:

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds were collected as part of the development agreement for the Lakeside Park property on Mayfield Road. They have been set aside to be spent on major repairs to the stormwater structure when required.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	80,637

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	80,637

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Capital Revenues	80,637	-	-	-	-	-	-	-	80,637	
Funding Source Total:	**80,637**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**80,637**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Site Improvements/Milton City Park and Preserve	**Estimated Project Cost:**	$6,120,000
		Estimated Completion:	Beyond 2026

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200001

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Former Milton Country Club Master Plan was adopted August 19, 2019. The funding outlined in this project represents the anticipated costs associated with carrying out phases 1 (A, B, C, D), 2, 3, and hydrology improvements of the approved master plan.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	6,120,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**6,120,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds	Grant Fund
Expended Through FY 24	977,425	253,686	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds	Grant Fund
Rollover at FYE 24	387,824	-	2,025,539

AVAILABLE BALANCE:	Cap Proj	ARPA Funds	Grant Fund
Rollover less current encumbrances at FYE 24	297,574	-	2,025,539

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget (Capital Projects Fund)	1,365,249	200,000	200,000	200,000	200,000	65,212	-	-	2,230,461	
Operating Budget (Capital Grant Fund)*	525,539	-	-	-	-	-	-	-	525,539	
Grant Funding	1,500,000	-	-	-	-	-	-	-	1,500,000	
ARPA Funding	253,686	1,610,314	-	-	-	-	-	-	1,864,000	
Funding Source Total:	**3,644,474**	**1,810,314**	**200,000**	**200,000**	**200,000**	**65,212**	**-**	**-**	**6,120,000**	**-**

IMPACT ON OPERATING BUDGET:	TBD once the implementation for the approved plan has been determined.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Site Improvements/Lackey Road	**Estimated Project Cost:**	$28,300
		Estimated Completion:	2024

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200001

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Lackey Road property dam with outfall structure was inspected and a maintenance plan was developed. Overall, the dam is in moderate condition and requires some repairs in order to bring it into fully functional condition. The first phase includes minor improvements to the principal spillway and trash rack. A future phase could include extensive maintenance repairs and modifications to the dam.

ESTIMATED PROJECT COST:	
Planning & Design	15,000
Construction	13,300
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**28,300**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds
Expended Through FY 24	-	8,300

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds
Rollover at FYE 24	20,000	-

AVAILABLE BALANCE:	Cap Proj	ARPA Funds
Rollover less current encumbrances at FYE 24	20,000	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	20,000	-	-	-	-	-	-	-	20,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	8,300	-	-	-	-	-	-	-	8,300	
Funding Source Total:	**28,300**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**28,300**	**-**

IMPACT ON OPERATING BUDGET:	Additional impact will be determined upon completion of the inspection.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Lackey Road Property

PROJECT NAME:	Tree Recompense Fund	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Community Development **Account #:** 300-7410-541200001

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	To provide for an on-call contract for the purchase of trees, including installation and maintenance costs to service such trees. Said trees to be located within public spaces. These funds are generated from tree recompense fees paid by developers.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	344,628

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	35,834

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	35,834

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Tree Recompense Fees	380,462	-	-	-	-	-	-	-	380,462	
Funding Source Total:	**380,462**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**380,462**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Gateway/Wayfinding Signage and Historic Markers	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Community Development **Account #:** 300-7410-521200007

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION: This is a continuation of the wayfinding signage program. It includes planning and construction of signage for the Deerfield area. Additionally, it includes "welcome" signage at the entrances to the City; and, addional historic markers for the City.
FY25 - Requesting additional funds for consulting work related to a signage master plan as the project gets underway.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	246,215

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	368,970

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	368,970

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	615,185	100,000	25,000	25,000	25,000	25,000	25,000	25,000	865,185	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding - GDOT	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**615,185**	**100,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**865,185**	**-**

IMPACT ON OPERATING BUDGET:	Annual maintenance is minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Gateway Signage

PROJECT NAME:	Arnold Mill Small Area Plan	**Estimated Project Cost:**	$125,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-521201001

STRATEGIC PRIORITY: Smart Land Planning

STRATEGIC ACTION ITEM: Enhance Commercial Nodes **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Milton's 2030 Comprehensive Plan identifies Arnold Mill as a Character Area designated for future master planning. The plan recommends policies that preserves the area's rural character, avoids commercial development, dense townhomes and apartment, and guides new development to one or two small nodes with a design-oriented zoning overlay, reserving the rest of the corridor for rural, agricultural, and low-density residential use. The recent 2040 Comprehensive Plan conveys the same vision to protect the existing low density, rural residential housing in Arnold Mill. The 2040 Comp Plan also promotes policies where development designs, landscaping, lighting, signage, and scale add value to our community. In order to support this policy, the Comp Plan 2040 identifies a strategy to update the Master Plan 2014 and create more specific detailed design guidelines for Arnold Mill Road (SR140). The funding for this capital project will go toward the hiring of a consultant to create a small area plan which reflects the Master Plan 2014 and its Character area narrative *Comp Plan LU.1 and Strategic Plan SR.1b.3

ESTIMATED PROJECT COST:	
Planning & Design	125,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**125,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	18,446

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	106,554

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	125,000	-	-	-	-	-	-	-	125,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**125,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**125,000**	**-**

IMPACT ON OPERATING BUDGET:	No future impact known at this time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Windward & Hwy 9 Livable Centers Initiative (LCI) Update	Estimated Project Cost:	$60,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-521201003

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Comprehensive Plan Advisory Committee and the public articulated a desire to proactively focus on the Deerfield Character Area using the RKG study as a road map. This STWP ED.3d/Strategic Plan SR.1b.5d). Community Development proposed two initiatives necessary for the implementation of this plan. The first one is the beautification of Hwy 9 which is an ongoing assessment of businesses' signage and property maintenance; and the second initiative is updating the Livable Centers Initiative Plan--the focus of this Capital Request. The first Highway 9/GA 400 Area LCI Plan was adopted in 2012 and an update is needed to promote greater livability, mobility, development alternatives and transportation investments in existing corridors. The new LCI Plan calls for enhancing and strengthening the area's character with emphasis on enhanced walkability, connectivity, landscaping, architectural character, and mixed-use developments that promote a live-work-play community concept. Community Development Department seeks funding to hire consultant with expertise on on integrated planning of transportation and land use and prepare the LCI Plan Update *Comp Plan ED.3d and Strategic Plan SR.1b.5d

ESTIMATED PROJECT COST:	
Planning & Design	60,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**60,000**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	60,000

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	60,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	60,000	-	-	-	-	-	-	-	60,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**60,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**60,000**	**-**

IMPACT ON OPERATING BUDGET:	No future impact known at this time.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Code Enforcement Software	Estimated Project Cost:	$100,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-542401000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Code enforcement staff play an integral role in the community and deserve high-quality software that assists them in enforcing the city ordinance. The funding for this capital request will go toward the purchase of a new code enforcement software—a software solution that is intuitive, modernized, and efficient. This software streamlines the process by giving a comprehensive way to track violations, maintain records, scheduling inspections, generating and issuing notices. In addition, this software has a mobile functionality that enables staff to retrieve case information, enter inspection information, and take and upload photos from the field. Lastly, this software must have the ability for citizens to submit complaints online and view status updates. With all these features integrated in one software technology, staff can operate with greater efficiency and increase the overall effectiveness of administering code enforcement in Milton.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	100,000
Total Project Cost:	**100,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	100,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	100,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	100,000	-	-	-	-	-	-	-	100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**100,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**-**

IMPACT ON OPERATING BUDGET:	Software requires annual maintenance or subscription fee, thus, each year the department will pay fee each fiscal year.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**

PROJECT NAME:	Deerfield Implementation Plan	**Estimated Project Cost:**	$300,000
		Estimated Completion:	2025

DEPARTMENT: Community Development **Account #:** 300-7410-521200000

STRATEGIC PLAN STRATEGY: Smart Land Planning

STRATEGIC ACTION ITEM: Enhance Commercial Nodes **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City is conducting an Implementation Plan for the Deerfield and Bethany character areas within the City. Deerfield is expected to become the economic engine for the city and is within the City's Urban Growth Boundary. This plan will integrate prior adopted plans for all disciplines and to expand on the visualization of the landscape and architectural styles and uses. This will include buildout and massing visualization , urban design, transportation and mobility for both vehicular and pedestrian circulation, parks, green space and civic spaces to create a unique district identity. Public engagement and presentations to city boards and commissions is expected to be at the core of the process. The project is scheduled with 3 phases and will take approx. 12 months to complete.

ESTIMATED PROJECT COST:	
Planning & Design	300,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	300,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	300,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	300,000	-	-	-	-	-	-	-	300,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-		-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**300,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**300,000**	**-**

IMPACT ON OPERATING BUDGET:	Once the plan is complete staff should have a better forecast of the potential revenue impacts.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Impact Fee CIE/Methodology Updates/Impact Fee Administration	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Community Development **Account #:** 350-7410-521200000

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Streamline Processes **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The original Impact Fee Ordinance and methodology were adopted in 2015. The 2012 Parks and Rec Plan and Trails Plan were the basis for the original ordinance. These plans have been updated, and others have been adopted as well. Therefore, the updated plans and their projects need to be reflected in a updated Impact Fee Ordinance and methodology plan. In addition, the ordinance will update the proration of population, housing, employment, and traffic generation forecasts for the City to the target year 2040. It will provide an amended Capital Improvements Element and prepare of a revised schedule of impact fees. Annual updates to the CIE will also be funded from this account. Funding may also be utilized for any impact fee related administrative costs such as employee salaries, consultant review, etc.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Impact Fees
Expended Through FY 24	78,293

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Impact Fees
Rollover at FYE 24	49,156

AVAILABLE BALANCE:	
Rollover less current	Impact Fees
encumbrances at FYE 24	41,851

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	127,449	-	30,000	30,000	-	30,000	30,000	30,000	277,449	
Funding Source Total:	**127,449**	**-**	**30,000**	**30,000**	**-**	**30,000**	**30,000**	**30,000**	**277,449**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Vehicle Replacement Reserve (Community Development)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Community Development **Account #:** 300-7410-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of vehicles for Community Development.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	267,414

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	5,930

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	5,930

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	273,344	33,222	33,222	33,222	33,222	33,222	33,222	33,222	505,898	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**273,344**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**505,898**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenace, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

Capital Initiatives Summary

Initiative	Capital Projects Fund		Operating Impact			
	FY 2025 Proposed	FY 2026-FY 2031	FY 2026	FY 2027	FY 2028	FY 2029
GENERAL GOVERNMENT BUILDINGS						
McConnell Chadwick House Restoration/Preservation	$ 220,000	$ 200,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
TOTAL GENERAL GOVERNMENT BUILDINGS	**$ 220,000**	**$ 200,000**	**$ 10,000**	**$ 10,000**	**$ 10,000**	**$ 10,000**
POLICE						
Special Investigations Detective (Task Force) Vehicle	$ 65,000	$ -	$ 3,000	$ 3,000	$ 3,000	$ 3,000
Basement Buildout	-	300,000	-	2,000	2,080	2,163
TOTAL POLICE	**$ 65,000**	**$ 300,000**	**$ 3,000**	**$ 5,000**	**$ 5,080**	**$ 5,163**
PARKS & RECREATION (ACTIVE)						
Bethwell Community Center Renovations	$ 78,000	$ -	$ -	$ -	$ -	$ -
Parks Manager (FT) Vehicle	45,000	-	500	500	500	500
TOTAL PARKS & RECREATION (ACTIVE)	**$ 123,000**	**$ -**	**$ 500**	**$ 500**	**$ 500**	**$ 500**
TOTAL CAPITAL INITIATIVES	**$ 408,000**	**$ 500,000**	**$ 13,500**	**$ 15,500**	**$ 15,580**	**$ 15,663**

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	McConnell Chadwick House	**Estimated Project Cost:**	$220,000
		Estimated Completion:	2030

DEPARTMENT: General Govt Building

Account #: [Finance will create account #]

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Culture in Public Spaces

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The McConnell-Chadwick Homestead has been identified by the City of Milton with a historic marker. The house was established around the early 1830s and has significant historical and architectural value to the community. The property is proposed to be donated to the City. The goal of the donation is in hopes to keep the house standing and give the place the importance it deserves in cooperation with the Milton Historical Society. The preservation and restoration of this important landmark offer an excellent opportunity to preserve the stories and histories of the Cherokee Indians and the McConnell-Chadwick families. This project will provide funding for immediate repairs needed to the exterior of the structure for preservation efforts by the City.

ESTIMATED PROJECT COST:	
Planning & Design	20,000
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**220,000**

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	220,000	-	-	-	200,000	-	-	420,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**220,000**	**-**	**-**	**-**	**200,000**	**-**	**-**	**420,000**	**-**

IMPACT ON OPERATING BUDGET:	Mowing, basic exterior preservation	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	10,000
		Other	-
		Revenues	-
		Total:	**10,000**



McConnell-Chadwick Home with marker (2018)

McConnell-Chadwick House

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	Police Basement Buildout	**Estimated Project Cost:**	$300,000
		Estimated Completion:	2026

DEPARTMENT: Police **Account #:**

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Police Department located at the PSC was first occupied in the year 2020. The department has grown 20% since the PD moved in and much of that growth occurred in areas that require office space. The building was constructed with a 25% expected growth space. The current floor plan is approaching maximum capacity with only 2 vacant cubicles left in the building. We have also added additional workspace over the past 4 years to alleviate overcrowding. To plan for future growth and to free up current overcrowding, the PD is requesting the implementation of a financial plan to fund the finishing of the approximate 2,600 sq/ft of allocated growth space in the PD basement. The initial plans for the basement would include three areas. Area 1 would be office and cubicle space. This would allow for the relocation of a PD unit to free up the overcrowding that has started on the main floor. Area 2 would be secured storage. Currently, case files are being held in the fingerprint room, general storage area, and quartermaster area. The PD is required to maintain physical records for up to 100 years and this area would provide dedicated storage that is not in high-trafficked areas. Area 3 would be for a dedicated workout space. Every fire station has a gym, but they are not accessible to PD during overnight hours. This would provide a dedicated area for police employees to work out at all hours.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	300,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	150,000	150,000	-	-	-	-	300,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
HIDTA	-	-	-	-	-	-	-	-	-	
Insurance Proceeds	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**150,000**	**150,000**	**150,000**	**-**	**-**	**-**	**-**	**300,000**	**-**

		Estimated Annual Impact:	
IMPACT ON OPERATING BUDGET:	Increased power and cleaning fees are expected.	**Expenditures**	
		Personnel	-
		Maintenance	2,000
		Other	-
		Revenues	-
		Total:	**2,000**



Police Vehicle

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	Bethwell Community Center Renovations	**Estimated Project Cost:**	$78,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Bethwell Community Center serves as a recreational and social facility for our residents. With a history of providing space for gatherings, meetings, and recreational activities, the center plays a significant role in providing smiles on faces. However, over time, the space's look and feel have become outdated, detracting from its appeal. The proposed renovation project aims to revitalize the Bethwell Community Center, transforming it into a modern, inviting, and multifunctional space that will better meet the needs of our residents and recreation programs. By updating key elements such as paint, flooring, kitchen facilities, lighting and bathrooms, we seek to enhance the aesthetic appeal, functionality, and overall user experience of the center.

ESTIMATED PROJECT COST:	
Planning & Design	8,000
Construction	70,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**78,000**

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	78,000	-	-	-	-	-	-	78,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**78,000**	**-**	**-**	**-**	**-**	**-**	**-**	**78,000**	**-**

IMPACT ON OPERATING BUDGET:	This renovation should provide little impact on the ongoing operating budget. No changes are proposed to impactful elements such as the HVAC or windows.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Interior Picture of Bethwell Community Center

Debt

Debt Issuance and Management

As mentioned earlier, the City's main priorities with regard to issuing debt are:

- Maintaining a sound financial position. This means that long-term tax-exempt debt will only be utilized to provide resources to finance needed capital improvements. Simultaneously, the City will accumulate adequate resources to repay the debt.
- To maintain and improve the City's credit rating through strong financial administration.
- Complying with all applicable federal and state laws, rules and regulations related to the issuance of debt.

The City acknowledges that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that excess outstanding debt may have detrimental effects on the ability of the City to meet its continuing operational needs. Issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to the Debt Management Policy helps ensure that the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Credit ratings are the rating agencies' assessment of the City's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates a borrower must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings.

Milton's adherence to federal and state laws, rules and regulations as well as its strong financial policies and procedures made it possible to obtain a triple A rating, the highest credit quality given by the rating agencies, on its first attempt to secure a credit rating. With virtually no credit history due to the pay-as-you-go nature of purchases in the past, the City received a triple-A rating from Standard & Poor's (AAA) and Moody's (Aaa) in 2017. We were successful in retaining these rating as the City issued revenue bond series, 2019 last October.

The City recognizes that there are advantages and disadvantages to both the pay-as-you-go method of financing purchases and to issuing debt. Milton staff weighs out these factors each year during the update to the seven-year Capital Improvement Plan. The matrix below outlines some of the main advantages and disadvantages taken into consideration during the planning process:

	PAY-AS-YOU-GO	DEBT FINANCING
Advantages	Future funds are not tied up in servicing debt payments	Infrastructure is delivered when it is needed
	Interest savings can be put towards other projects	Spreads costs over the useful life of the asset
	Greater budget transparency	Increases capacity to invest
	Avoid the risk of default	Allocates costs to citizens who receive the related benefits
Disadvantages	Long wait time for new infrastructure	Potentially high borrowing rate/interest costs
	Large projects may exhaust the entire budget for capital projects	Debt payments limit future budget flexibility
	Inflation risk	Generations forced to service debt requirements
	Allocates costs of project to citizens that may not benefit	Additional tax levy may be required to repay debt

GLOSSARY/ ACRONYMS

Glossary

A

Accrual Basis of Accounting – A method of accounting where revenues are recorded when they are earned and expenditures are recorded when goods or services are received.

Ad Valorem Tax – A tax based on the value of the property.

Amortization – The reduction of debt by regular payments of principal and interest sufficient to retire the debt by maturity.

Appropriation – An authorization made by the city council which permits officials and department heads to incur obligations against and to make expenditures of governmental resources.

Assessed Value – The value placed on the property for tax purposes. The assessed value of property is 40% of the fair market value.

B

Balanced Budget (General Fund) – Total anticipated revenues plus that portion of the fund balance in excess of authorized reserves that is designated as a funding source shall equal the total estimated expenditures for each fund.

Basis of Accounting – Timing of recognition for financial reporting purposes.

Basis of Budgeting – Method used to determine when revenues and expenditures are recognized for budgeting purposes.

Bond – A written promise to pay a specified sum of money at a specified future date or dates together with periodic interest at specified rates. Bonds are typically used for long-term debt.

Budget – The financial plan for the operations of a department, program or project for the current year or for the duration of the project.

Budget Amendment – A revision of the adopted budget that, when approved, replaces the original provision and increases or decreases the budget appropriation.

C

Capital Assets (Fixed Assets) – Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art or historical treasures, infrastructure and all other tangible or intangible assets that are used in operations and have an initial useful life extending beyond a single reporting period. Milton recognizes capital assets as those assets with an estimated useful life of three or more years and with an acquisition value of $10,000 or more.

Capital Improvement Plan (CIP) – A comprehensive five-to-seven year plan, updated annually, of the capital projects for the city.

Capital Outlay – An expenditure for the acquisition or, or addition to, a fixed asset. Items acquired for less than $10,000 are not considered capital outlay for the city.

Capital Projects Fund – Fund type used to account for financial resources that are restricted, committed or assigned to expenditure for capital outlays.

Charter – Manual that establishes the government structure and defines boundaries, specific powers, functions, essential procedures, and legal control. In Georgia, a charter is created through a legislative act of the Georgia General Assembly.

Contingency – Funds set aside for unforeseen future needs and budgeted in a "non-departmental" account. Contingency funds can be transferred to a department budget only by the action of city council.

Credit Risk – Risk that an issuer or other counterparty to an investment will not fulfill its obligations.

D

Debt – An obligation resulting from the borrowing of money or from the purchase of goods and services.

Debt Service – Available resources set aside for the payment of principal and interest to lenders or creditors on outstanding debt.

Department – A major administrative division of the city with indicated overall management responsibility for an operation or a group of related operations within a functional area.

Depreciation – The portion of the cost of a fixed asset charged as an expense during a particular period. The cost of a fixed asset is prorated over the estimated useful life of the asset.

E

Encumbrance – A commitment of funds against appropriations in which the expenditure has not actually been made at the time of the recording. To encumber funds means to set aside funds for a future expenditure.

Expenditure (Expense) – This term refers to the outflow of funds paid or to be paid for an asset obtained or a good/service received regardless of when the expense is actually paid. "Expenditure" applies to Governmental Funds and "Expense" to Proprietary Funds.

F

Fair Market Value – An estimate of the market value of the property as determined by the Fulton County Board of Assessors.

Fiduciary Fund – A category of funds used to report assets held in a trustee or agency capacity for others and which therefore cannot be used to support the government's own programs.

Fiscal Year – The twelve month period designated by the city council signifying the beginning and ending period for recording financial transactions. Milton's fiscal year runs October 1 through September 30.

Function – Group of related activities aimed at accomplishing a major service or regulatory program for which a government is responsible.

Fund – Fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, that are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

Fund Balance – Net position of a governmental fund (difference between assets, liabilities, deferred outflows of resources and deferred inflows of resources).

G

General Fund – One of five governmental fund types. The general fund typically serves as the chief operating fund of a government. The general fund is used to account for all financial resources not accounted for in some other fund.

General Obligation Bonds – Bonds whose principal and interest are paid from property tax for debt service and are backed by the city's full faith and credit. Approval by referendum vote is required for general obligation bonds to be issued.

Generally Accepted Accounting Principles (GAAP) – Conventions, rules and procedures that serve as the norm for the fair presentation of financial statements.

Governmental Accounting Standards Board (GASB) – Ultimate authoritative accounting and financial reporting standard-setting body for state and local governments.

Governmental Funds – Funds generally used to account for tax-supported activities. There are five types of governmental funds: the general fund, special revenue funds, debt service funds, capital projects funds and permanent funds.

I

Interest Rate Risk – Risk that changes in interest rates will adversely affect the fair value of an investment.

Interfund Transfers – Flows of assets (such as cash or goods) between funds and blended component units of the primary government without equivalent flows of assets in return and without a requirement for repayment.

L

Legal Level of Budgetary Control – Level at which a government's management may not reallocate resources without approval from the legislative body.

Levy – To impose taxes, special assessments or service charges for the support of government activities.

Long-term Debt – Debt with a maturity date of more than one year after the date of issuance.

M

Mill – A tax rate equal to $1 per $1,000 of assessed property value.

Millage Rate – The ad valorem tax rate expressed in the amount levied per thousand dollars of taxable assessed value of the property.

Modified Accrual Basis of Accounting – Basis of accounting where revenues are recorded when they become measurable and available and expenditures are recorded in the period in which governments in general normally liquidate the related liability rather than when that liability is first incurred (if earlier).

P

Personal Property – Property that can be moved with relative ease such as boats, machinery and inventoried goods.

Property Taxes – Tax bases on the assed value of a property, either real estate or personal. Tax liability falls on the owner of record as of the appraisal date.

Public Hearing – A specifically designated time, place and opportunity for citizens, community groups, businesses and other stakeholders to address the legislative body on a particular issue. It allows interested parties to express their opinions and the legislative body and/or staff to hear their concerns and advice.

R

Revenue Bonds – Bonds whose principal and interest are payable exclusively from specified revenue source. These bonds do not require approval by referendum.

S

Short-term Debt – Debt with a maturity date of less than one year after the date of issuance.

Special Revenue Fund – Governmental fund type used to account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects and exclusive of resources held in trust for individuals, private organizations or other governments.

W

Working Capital – A dollar amount reserved in the (general fund) fund balance that is available for unforeseen emergencies, to handle shortfalls caused by revenue declines and to provide cash liquidity during periods of low cash flow.

Acronyms

A

AAVT – Alternative Ad Valorem Tax

ADA – Americans with Disabilities Act

AED – Automated External Defibrillator

AFG – Assistance to Firefighters Grants

ARC – Atlanta Regional Commission

B

BZA – Board of Zoning Appeals

C

CARF – Comprehensive Annual Financial Report

CDBG – Community Development Block Grant

CID – Criminal Investigations Division

CIE – Capital Improvements Element

CIP – Capital Improvement Plan

CPAC – Comprehensive Plan Advisory Committee

CPI – Consumer Price Index

CUVA – Conservation Use Valuation Assessment

D

DEI – Diversity, Equity, and Inclusion

DRB – Design Review Board

E

EM – Emergency Management

EMS – Emergency Medical Services

EMT – Emergency Medical Technician

EPD – Environmental Protection Division

F

FAO – Fire Apparatus Operator

FEMA – Federal Emergency Management Agency

FMCC – Former Milton Country Club

FT – Full Time

FTE – Full Time Equivalent

FY – Fiscal Year

G

GAAP – Generally Accepted Accounting Principles

GASB – Governmental Accounting Standards Board

GDOT – Georgia Department of Transportation

GFOA – Government Finance Officers Association

GGB – General Government Buildings

GIS – Geographic Information Systems

GO/G.O. – General Obligation

H

HR – Human Resources

HRIS – Human Resource Information System

I

IGA – Intergovernmental Agreement

IS – Information Services

ISO – Insurance Services Office

IT – Information Technology

ITB – Invitation to Bid

L

LCI – Livable Centers Initiative

LOST – Local Option Sales Tax

M

M & O – Maintenance & Operating

MDA – Muscular Dystrophy Association

MGAC – Milton Greenspace Advisory Committee

MOU – Memorandum of Understanding

MS4 – Municipal Separate Storm Sewer System

N

NCS – National Citizen Survey

NFPA – National Fire Protection Association

NPDES – National Pollutant Discharge Elimination System

P

P & I – Principal & Interest

PAFR – Popular Annual Financial Report

PCI – Pavement Condition Index

PRAB – Parks and Recreation Advisory Board

PS – Public Safety

PT – Part Time

R

RFP – Request for Proposal

S

SAFER – Staffing for Adequate Fire and Emergency Response

SASD – Support and Administrative Services Division

SCBA – Self-Contained Breathing Apparatus

T

TAVT – Title Ad Valorem Tax

TSPLOST – Transportation Special Local Option Sales Tax

U

UPD – Uniform Patrol Division

V

VOIP – Voice Over Internet Protocol

MILTON
ESTABLISHED 2006

To: Honorable Mayor and City Council Members

From: Bernadette Harvill, Deputy City Manager

DocuSigned by:
Bernadette Harvill
ED09D88B47F7499...

Date: Submitted on August 28, 2024 for First Presentation and Public Hearing on the September 4, 2024 Regular City Council Meeting and Unfinished Business for the September 16, 2024 Regular City Council Meeting

Agenda Item: Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt Amendments to the Fiscal Year 2024 Budget for Each Fund of the City of Milton, Georgia Amending the Amounts Shown in Each Budget as Expenditures, Amending the Several Items of Revenue Anticipations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available

---

Department Recommendation:
The recommendation is to approve the budget amendments as proposed.

Executive Summary:
As the City budget is a dynamic rather than static plan, it requires amending from time to time. The proposed budget amendments enclosed are an update to the current budget as amended on April 8, 2024 and reflect the most recent circumstances and recommendations.

General Fund requests outlined include revenue anticipation updates. Some of the more significant increases to anticipations for revenue include: investment income, current year real property taxes, and a transfer in from the ARPA Fund to address qualifying salary and benefit expenses in the General Fund. There is also a decrease to the forecast for occupational tax revenue that is being recognized.

Milton's fiscal model of conservative budgeting coupled with current economic conditions has put Milton in a solid position moving forward. The City's budgetary and fund balance policies are clear that fund balance exceeding required reserves must be spent on one-time expenditures that are nonrecurring in nature. With that in mind, the proposed amendments include a transfer out to the pay-as-you-go program in the Capital Projects Fund in the amount of $600,000, the majority of which is going towards land acquisition costs and the Deerfield Implementation Plan (please see pp. 7, 18 and 19 of Exhibit A for more details).

The enclosed amendments also include updates to the revenue and/or expenditure forecasts for the following Funds:

- Special Events Fund
- Operating Grant Fund

- Hotel-Motel Tax Fund
- Opioid Settlement Fund
- ARPA Fund
- Capital Projects Fund
- Greenspace Bond Fund
- TSPLOST Fund
- Capital Grant Fund
- Impact Fees Fund
- Revenue Bond Fund

The public hearing for this amendment was advertised in the Milton Herald on August 22, 2024 and August 29, 2024 and will include detailed discussion of the amendments outlined in the attached document.

Funding and Fiscal Impact:
Please refer to the attached budget amendment documents (Exhibit A).

Alternatives: Other directed Council action.

Concurrent Review: Steve Krokoff, City Manager DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

Attachment(s):
Ordinance FY 2024 Budget Amendments
Fiscal Year 2024 Summary of Departmental Budget Amendments (Exhibit A)

ORDINANCE NO.

STATE OF GEORGIA

FULTON COUNTY

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF MILTON, GEORGIA, TO ADOPT AMENDMENTS TO THE FISCAL 2024 BUDGET FOR EACH FUND OF THE CITY OF MILTON, GEORGIA AMENDING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, AMENDING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

BE IT ORDAINED by the City Council of the City of Milton, GA while in a council meeting on September 16, 2024 at 6:00 p.m. as follows:

WHEREAS, the City Manager of the City of Milton has presented amendments to the fiscal year 2024 Budget to the City Council on each of the various funds of the City; and

WHEREAS, each of these budget amendments results in a balanced budget, so that anticipated revenues equal proposed expenditures for each fund; and

WHEREAS, the amended fiscal year 2024 budget provides a financial plan for the government, establishing appropriations for each operating department in order to extend services;

NOW, THEREFORE BE IT ORDAINED that this budget amendment, “Exhibit A” attached hereto and by this reference made a part hereof this ordinance shall be the City of Milton’s amended fiscal year 2024 budget; and

BE IT FURTHER ORDAINED that this budget be and is hereby approved and the several items of revenues shown in the budget for each fund in the amounts anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and,

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this budget or amendments thereto provided; that expenditures for the fiscal year shall not exceed actual funding available.

ADOPTED AND APPROVED this 16th day of September, 2024.

CITY OF MILTON, GEORGIA

By: _____
Mayor Peyton Jamison

_____ _____
Councilmember Andrea Verhoff Councilmember Carol Cookerly

_____ _____
Councilmember Doug Hene Councilmember Jan Jacobus

_____ _____
Councilmember Juliette Johnson Councilmember Phil Cranmer

(SEAL)

Attest:

_____
City Clerk

Exhibit A



City of Milton, Georgia
Fiscal Year 2024
Summary of Departmental Budget Amendments

The goal of the fiscal year 2024 budget amendment is to revise departmental budgets and interfund transfers based on activity-to-date and future projections.

GENERAL FUND

The General Fund is the principal operating fund of the government and is used to facilitate current year operations. General Fund revenues have unrestricted use. Utilization of prior year unrestricted fund balance in excess of required reserves shall be deemed a one-time revenue source.
Expenditure requests are categorized into two categories: Salary and Benefits and Maintenance and Operating. Salary and benefits line items include salaries, overtime, paid time off, retirement, employer paid insurance coverages, and other associated payroll expenditures. The maintenance and operating category include expenditures related to operational line items such as maintenance contracts, supplies, professional fees, training, dues and fees, travel, utilities, communications, machinery & equipment, etc.

Revenue Amendments:

The changes in original revenue estimates for the following revenue sources are driven by an analysis of the activity-to-date. A projection was completed using available data suggesting the fiscal year 2024 revenue estimates could be adjusted by the amounts indicated in the table beginning on page 4. Some of the more significant changes are explained as follows:

1. Idle funds available for investment paired with current interest rates being maintained longer than initially projected have resulted in an estimated increase of $300,000 to investment income.

2. After processing the most recent digest updates provided by Fulton County, the City anticipates an increase to current year real property tax revenue in the amount of $145,000.

3. The City has recognized an adjustment to the transfer in from the ARPA Fund of $161,745 as a result of interest earned on unspent funds and authorized funding to cover expenses associated with the City's single audit related to federal funds received. Interest earned on these funds are not subject to program restriction per final guidance from the Treasury.

4. A decrease of $100,000 has been requested in the Business & Occupation Tax category based on historical collection trends and their relation to revenues received to-date.

Expenditure Amendments:

Comprehensive explanations for each of the amendments to the expenditure accounts are provided within the expenditures detail beginning on page 6.

General Fund Budget Summary

	FY 2024 Adopted Budget	FY 2024 Current Budget*	Proposed Amendment	FY 2024 Amended Budget
REVENUES				
Taxes	$ 38,417,210	$ 39,525,151	$ 71,215	$ 39,596,366
Licenses & Permits	1,554,174	1,415,174	87,000	1,502,174
Intergovernmental Revenues	5,000	5,000	5,540	10,540
Charges for Services	524,274	564,274	125,769	690,043
Fines & Forfeitures	650,000	750,000	-	750,000
Investment Income	1,385,709	2,385,709	300,000	2,685,709
Contributions & Donations	-	2,000	20,000	22,000
Miscellaneous Revenue	241,298	334,366	74,271	408,637
Proceeds from Sale of Assets	20,600	20,600	27,168	47,768
subtotal	**$ 42,798,265**	**$ 45,002,274**	**$ 710,963**	**$ 45,713,237**
Interfund Transfers In:				
Operating Grant Fund	$ -	$ -	1,639	$ 1,639
ARPA Fund	-	245,064	161,745	406,809
Impact Fee Fund	45,500	45,500	(5,000)	40,500
subtotal	**$ 45,500**	**$ 290,564**	**$ 158,384**	**$ 448,948**
TOTAL REVENUES	**$ 42,843,765**	**$ 45,292,838**	**$ 869,347**	**$ 46,162,185**
EXPENDITURES				
Mayor & Council	$ 214,086	$ 214,086	$ -	$ 214,086
City Clerk	189,238	209,238	27,762	237,000
City Manager	958,995	958,995	16,458	975,453
Elections	50,106	67,132	159	67,291
General Administration	45,304	66,304	-	66,304
Finance	899,009	954,409	(2,200)	952,209
Legal	460,000	660,000	55,000	715,000
Information Technology	1,982,709	2,002,709	-	2,002,709
Human Resources	605,710	605,710	-	605,710
Risk Management	359,154	359,154	-	359,154
General Government Buildings	311,653	311,653	-	311,653
Communications	495,931	495,931	-	495,931
Municipal Court	479,464	479,464	6,920	486,384
Police	7,863,616	7,863,616	(1,172)	7,862,444
Fire	9,710,038	9,710,038	16,200	9,726,238
Public Works	3,244,493	3,244,493	-	3,244,493
Parks & Recreation (Active)	2,036,615	2,038,615	(14,000)	2,024,615
Passive Parks/Greenspace	226,633	226,633	-	226,633
Community Development	2,587,955	2,587,955	-	2,587,955
Contingency	327,207	10,807	(10,807)	-
subtotal	**$ 33,047,916**	**$ 33,066,942**	**$ 94,320**	**$ 33,161,262**
Interfund Transfers Out:				
Capital Projects Fund	$ 7,954,963	$ 13,274,954	600,000	$ 13,874,954
Revenue Bond Fund	1,650,400	1,650,400	-	1,650,400
Impact Fees Fund	-	-	323,718	323,718
subtotal	**$ 9,605,363**	**$ 14,925,354**	**$ 923,718**	**$ 15,849,072**
TOTAL EXPENDITURES	**$ 42,653,279**	**$ 47,992,296**	**$ 1,018,038**	**$ 49,010,334**
Total Revenues Over/(Under) Expenditures	$ 190,486	$ (2,699,458)	$ (148,691)	$ (2,848,149)
Beginning Fund Balance	14,732,849	14,732,849		14,732,849
ENDING FUND BALANCE	**$ 14,923,335**	**$ 12,033,391**		**$ 11,884,700**

*Please see Council amendments approved on April 8, 2024 for details on FY 2024 Amendment #1

Proposed Budget Amendment
Fiscal Year 2024

GENERAL FUND	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
TAXES				
Real Property Tax - Current Year	14,845,262	145,000	14,990,262	
Public Utility Tax	130,000	6,215	136,215	
Personal Property Tax - Current Year	191,734	(30,000)	161,734	
Business & Occupation Tax	1,273,720	(100,000)	1,173,720	
Financial Institution Tax	50,000	25,000	75,000	
Penalties & Interest-Real Property Tax	26,000	15,500	41,500	
Penalties & Interest-Business & Occupation Tax	8,000	9,500	17,500	
TOTAL: TAXES		**71,215**		
LICENSES & PERMITS				
Alcohol Beverage Licenses	227,267	12,000	239,267	
Building Permits	1,030,793	55,000	1,085,793	
Building Permits/Site Reinspection	20,000	20,000	40,000	
TOTAL: LICENSES & PERMITS		**87,000**		
INTERGOVERNMENTAL				
Bulletproof Vest Partnership	-	5,540	5,540	
TOTAL: INTERGOVERNMENTAL		**5,540**		
CHARGES FOR SERVICE				
Plan Review Fees	121,630	88,000	209,630	
Open Records Fees	1,000	6,500	7,500	
Online Payment Convenience Fee	300	2,500	2,800	
Activity Fees/Summer Camp	35,000	28,769	63,769	Change in revenue recognition
TOTAL: CHARGES FOR SERVICE		**125,769**		
INVESTMENT INCOME				
Realized Gain/Loss On Investment	2,350,000	300,000	2,650,000	
TOTAL: INVESTMENT INCOME		**300,000**		
CONTRIBUTIONS & DONATIONS				
Private Entity Grant/Contributions	2,000	20,000	22,000	
TOTAL: CONTRIBUTIONS & DONATIONS		**20,000**		
MISCELLANEOUS REVENUE				
Cell Tower Lease	29,648	45,481	75,129	
Facility Rental/Bethwell Community Center	4,000	6,500	10,500	
Facility Rental/Friendship Park	800	1,500	2,300	
Facility Rental/City Hall/Community Place	6,000	1,400	7,400	
Insurance Proceeds	-	16,200	16,200	
Evidence Room Unclaimed Cash	-	3,190	3,190	
TOTAL: MISCELLANEOUS REVENUE		**74,271**		
OTHER FINANCING SOURCES				
Operating Transfers In From Operating Grant Fund	-	1,639	1,639	
Operating Transfers In From ARPA Fund	245,064	161,745	406,809	
Operating Transfers In From Impact Fees Fund/Law Enfc	15,500	(5,000)	10,500	
Proceeds From Sale of Assets	20,600	27,168	47,768	
TOTAL: OTHER FINANCING SOURCES		**185,552**		
TOTAL REVENUES		**$ 869,347**		

GENERAL FUND

	FY 2023 Actuals	FY 2024 Amended Budget	FY 2024 Actuals To-Date
REVENUE SOURCE:			
Occupational Tax Revenue	1,009,990	1,173,720	1,151,297

If a local government's revenue from occupational taxes exceeds the revenue collections from the previous year, a public hearing must be held to discuss how to use the extra revenue (O.C.G.A. § 48-13-28).
Additional revenues in the current fiscal year have been included in the pay-go transfer out to the Capital Projects Fund and any collections beyond the budgeted anticipations will go into fund balance and be used to fund non-recurring projects in future years.

Proposed Budget Amendment
Fiscal Year 2024

GENERAL FUND				
	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
EXPENDITURES BY DEPARTMENT:				
CITY CLERK				
Employee Benefits	37,761	7,762	45,523	Increase to Employee Benefits is a result of the annual true-up process*
Maintenance Contracts	49,813	20,000	69,813	Increase to account for expenses associated with codifying the UDC
		27,762		
CITY MANAGER				
Employee Benefits	194,704	16,458	211,162	Increase to Employee Benefits is a result of the annual true-up process*
		16,458		
ELECTIONS				
Employee Benefits	2,076	159	2,235	Increase to account for workers' compensation coverage
		159		
FINANCE				
Employee Benefits	177,706	(10,200)	167,506	Decrease to Employee Benefits is a result of the annual true-up process*
Professional Fees	110,750	8,000	118,750	Increase to account for ARPA eligible spending related to the annual audit process
		(2,200)		
LEGAL				
Professional Fees	660,000	55,000	715,000	Increase to account for higher than anticipated legal fees
		55,000		
MUNICIPAL COURT				
Employee Benefits	38,785	6,920	45,705	Increase to Employee Benefits is a result of the annual true-up process*
		6,920		

Proposed Budget Amendment
Fiscal Year 2024

GENERAL FUND				
	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
EXPENDITURES BY DEPARTMENT:				
POLICE				
Employee Benefits	1,693,671	(6,712)	1,686,959	Decrease to Employee Benefits is a result of the annual true-up process*
Uniforms	54,990	5,540	60,530	Increase to recognize purchases offset by the Bulletproof Vest Partnership grant
		(1,172)		
FIRE				
Facility Repair & Maintenance	25,834	16,200	42,034	Increase to recognize storm damages offset by insurance proceeds
		16,200		
PARKS & RECREATION (ACTIVE)				
Employee Benefits	187,542	(14,000)	173,542	Decrease to Employee Benefits is a result of the annual true-up process*
		(14,000)		
OPERATING TRANSFERS OUT				
Operating Transfer Out to Capital Projects Fund	13,274,954	600,000	13,874,954	Transfer proceeds from the sale of a 2007 Pierce Pumper ($41,000) and allocate available pay-go funding towards the Deerfield Implementation Plan ($189,467), land acquisition ($350,000), and the purchase and installation of a gate at the PSC ($19,533)
Operating Transfer Out to Impact Fees Fund	-	323,718	323,718	Transfer funding related to Council approved impact fee credits
		923,718		
CONTINGENCY				
Contingency	10,807	(10,807)	-	Release of contingency to cover funding requests outlined above
		(10,807)		
TOTAL EXPENDITURES		**$ 1,018,038**		
Total Revenues Over/(Under) Expenditures		**$ (148,691)**		

*Budgets for certain employee benefit categories are based on an average projected cost per employee and trued-up based on actual expenses across departments at year-end.

FY 2024 Staffing Summary By Department

Department Name	FY 2023	FY 2024 Requests	FY 2024 Amended Requests (1)	FY 2024 Amended Requests (2)	FY 2024 Total
FULL-TIME					
City Clerk	1	0	0	0	1
City Manager	4	0	0	0	4
Finance	5	0	0	0	5
Information Services	2	0	0	0	2
Human Resources	2	0	0	0	2
Communications	3	0	0	0	3
Municipal Court	1	0	0	0	1
Police	50	3	1	0	54
Fire	69	0	0	1	70
Public Works	10	1	1	0	12
Parks & Recreation (Active)	5	0	0	0	5
Community Development	20	0	0	1	21
TOTAL FULL-TIME	**172**	**4**	**2**	**2**	**180**
PART-TIME					
Mayor & Council	7	0	0	0	7
Finance	2	0	0	0	2
Municipal Court	2	0	0	-1	1
Police	5	0	0	0	5
Parks & Recreation (Active)*	1	0	0	0	1
TOTAL PART-TIME	**17**	**0**	**0**	**-1**	**16**
SEASONAL					
Public Works	3	0	0	0	3
Parks & Recreation (Active)*	27	0	0	0	27
TOTAL SEASONAL	**30**	**0**	**0**	**0**	**30**
TOTAL CITY EMPLOYEES (ALL SCHEDULES)	**219**	**4**	**2**	**1**	**226**

Notes:

● This list does not include board/committee members who may be eligible for meeting attendance stipends, volunteers or unpaid interns.

● Initial amendments to the FY 2024 budget were approved by Council on April 8, 2024 and include one full-time Records Clerk in the Police Department and one full-time Facilities Technician in Public Works.

FY24 Amendment #2 Staffing Request Details:

● On May 20, 2024 Council approved a resolution requesting one full-time Firefighter position to ensure minimum staffing while an employee is on extended military leave. This position will transition to one of the positions needed to staff Fire Station 45 in FY25.

● Community Development has requested the addition of one full-time Director of Special Projects. This position will be the point person on the Deerfield Implementation Project (please see attached position request for additional details).

FY 2024 expenses will be covered by the original funding allocated for the Director of Community Development.

● Municipal Court will not be filling the part-time bailiff position at this time as Police staff have been filling the role. This staffing update includes the removal of the role from the position count.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Community Development

Director of Special Projects (FTE)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Smart Land Planning**
Strategic Action Item/Goal:	**Enhance Commercial Nodes**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This position will serve as the lead on the Deerfield Implementation Plan ensuring that project goals and objectives and subsequent plan execution are achieved through allocating resources, facilitating project solutions, overseeing the selected consulting firm, and working with various developers in the area. This position will be responsible for developing the project scope, budget, team, milestones, and deadlines as well as proactively identifying potential risks and issues related to the project and developing mitigation plans to carry out solutions.
The Director of Special Projects will report directly to the City Manager and will serve as the City Architect until the role is filled by the next Community Development Director.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Performance within this role will be held to the same standard as other Directors in the organization. Some of the required competencies include: strong communication skills; the ability to interact with elected and appointed officials, developers, and the pubic; issue identification, analysis and remediation; proactive planning; familiarity with Milton's built environment, land planning, design standards, and basic construction principles; long-range planning; time management; and excellent customer service.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

This request will add 1 full-time employee at the Director level to the Community Development Department.
Costs for FY 2024 will be covered by current funding within the department and the addition of 1 FTE will be recognized beginning in FY 2025. A placeholder of 4.5% has been forecasted for salary & benefits but this does not guarantee any such changes.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	-
Benefits	-
Professional Fees	
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	
Dues & Fees	-
Education & Training	
Contract Labor	-
Maintenance Contract	
General Supplies	-
Utilities	-
Gasoline/Diesel	
Food/Meals	
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**-**
Salary/Benefits	-
Maintenance & Operating	-

Impact on Future Operating Budgets	FY 2025	FY 2026	FY 2027	FY 2028
Increases Operating Costs	217,477	-	-	-
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	217,477	-	-	-

Notes:

Special Revenue Funds Budget Summaries

SPECIAL EVENTS FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ 123,777	$ 3,388	$ 127,165
Expenditures	$ 163,043	$ -	$ 163,043
Total Revenues Over/(Under) Expenditures	$ (39,266)	$ 3,388	$ (35,878)
Beginning Fund Balance	$ 79,794		$ 79,794
ENDING FUND BALANCE	**$ 40,528**		**$ 43,916**

HOTEL/MOTEL TAX FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ 67,000	$ (5,000)	$ 62,000
Expenditures	$ 67,000	$ (5,000)	$ 62,000
Total Revenues Over/(Under) Expenditures	$ -	$ -	$ -
Beginning Fund Balance	$ -		$ -
ENDING FUND BALANCE	**$ -**		**$ -**

OPIOID SETTLEMENT FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ -	$ 24,758	$ 24,758
Expenditures	$ -	$ 39,522	$ 39,522
Total Revenues Over/(Under) Expenditures	$ -	$ (14,764)	$ (14,764)
Beginning Fund Balance	$ 14,764		$ 14,764
ENDING FUND BALANCE	**$ 14,764**		**$ -**

Special Revenue Funds Budget Summaries

OPERATING GRANT FUND		FY 2024 Current Budget		Requested Amendment		Total Amended Budget
Revenues	$	-	$	-	$	-
Expenditures	$	-	$	1,639	$	1,639
Total Revenues Over/(Under) Expenditures	$	-	$	(1,639)	$	(1,639)
Beginning Fund Balance	$	1,639			$	1,639
ENDING FUND BALANCE	**$**	**1,639**			**$**	**0**

AMERICAN RESCUE PLAN ACT FUND		FY 2024 Current Budget		Requested Amendment		Total Amended Budget
Revenues	$	50,000	$	373,602	$	423,602
Expenditures	$	245,064	$	377,347	$	622,411
Total Revenues Over/(Under) Expenditures	$	(195,064)	$	(3,745)	$	(198,809)
Beginning Fund Balance	$	198,809			$	198,809
ENDING FUND BALANCE	**$**	**3,745**			**$**	**0**

SPECIAL EVENTS FUND & HOTEL/MOTEL TAX FUND

The Special Events Fund is used to track revenues and expenditures associated with running the City's special events. The primary revenue source for this fund is an interfund transfer in from the Hotel/Motel Tax Fund. A decrease in tax revenues is anticipated in the Hotel/Motel Tax Fund which also results in a request to decrease the interfund transfer line items between the two funds in the amount of $5,000. Revenue anticipation updates to the sponsor fees for summertime events in the amount of $8,388 has also been requested.

Proposed Budget Amendments
Fiscal Year 2024

SPECIAL EVENTS FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
CONTRIBUTIONS & DONATIONS				
Summer Series Sponsor	-	8,388	8,388	
TOTAL: CONTRIBUTIONS & DONATIONS		**8,388**		Change in revenue recognition
OTHER FINANCING SOURCES				
Operating Transfers In From Hotel/Motel Tax Fund	67,000	(5,000)	62,000	
TOTAL: OTHER FINANCING SOURCES		**(5,000)**		
TOTAL REVENUES		**$ 3,388**		
Total Revenues Over/(Under) Expenditures		**$ 3,388**		

Proposed Budget Amendments
Fiscal Year 2024

HOTEL/MOTEL TAX FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
TAXES				
HOTEL/MOTEL EXCISE TAX	67,000	(5,000)	62,000	Change in revenue recognition
TOTAL: TAXES		**(5,000)**		
TOTAL REVENUES		**$ (5,000)**		
EXPENDITURES:				
OPERATING TRANSFERS OUT TO SPECIAL EVENTS FUND	67,000	(5,000)	62,000	Decrease to account for the reduction in anticipated revenues for FY 2024
TOTAL EXPENDITURES		**$ (5,000)**		
Total Revenues Over/(Under) Expenditures		**$ -**		

OPIOID SETTLEMENT FUND

The Opioid Settlement Fund has been established, as required by the UCOA, to account for the City's share of revenues from approved settlement agreements with manufacturers and distributors as well as the authorized spending of those funds. Similar to other special revenues, these funds are restricted to specific authorized spending opportunities. Due to the limits on spending within this fund, revenues will be recognized when received and restricted towards authorized purchases through the budget amendment process.

Proposed Budget Amendments
Fiscal Year 2024

OPIOID SETTLEMENT FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
FINES & FORFEITURES				
Local Share Opioid Settlement Funds	-	24,758	24,758	Change in revenue recognition
TOTAL: FINES & FORFEITURES		**24,758**		
TOTAL REVENUES		**$ 24,758**		
EXPENDITURES:				
Fire/General Supplies	-	39,522	39,522	Allocate settlement funds for authorized supply purchases (approved per Exhibit E)
TOTAL EXPENDITURES		**$ 39,522**		
Total Revenues Over/(Under) Expenditures		**$ (14,764)**		

OPERATING GRANT FUND

When Milton receives operating grants in excess of 2% of the General Fund's expenditures, it must account for them in the Operating Grant Fund. The City currently has no active grants that meet the criteria and is requesting a transfer of remaining CJCC funds and interest to-date to the General Fund which will close the fund until a future qualifying opportunity arises.

Proposed Budget Amendments
Fiscal Year 2024

OPERATING GRANT FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
EXPENDITURES:				
Operating Transfers Out to the General Fund	-	1,639	1,639	Recognize transfer of CJCC grant balance and Operating Grant Fund interest earnings to-date to the General Fund
TOTAL EXPENDITURES		**$ 1,639**		
Total Revenues Over/(Under) Expenditures		**$ (1,639)**		

AMERICAN RESCUE PLAN ACT FUND

In June 2021, the Georgia Department of Community Affairs set up a new fund to account for all Local Fiscal Recovery Funds received by local governments through the American Rescue Plan (ARP) Act of 2021. Requests include recognizing earned revenue related to expenses incurred in FY 2024 as well as interest earnings coming in higher than anticipated and corresponding transfers out of those funds to the General Fund and Capital Projects Fund as supported by program guidance.

Proposed Budget Amendments
Fiscal Year 2024

AMERICAN RESCUE PLAN ACT FUND	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
INTERGOVERNMENTAL				
Federal Gov't Transfer (Non-Grant)/ARPA	-	223,602	223,602	
TOTAL: INTERGOVERNMENTAL		**223,602**		Change in revenue recognition
INVESTMENT INCOME				
Realized Gain/Loss On Investment	50,000	150,000	200,000	
TOTAL: INTERGOVERNMENTAL		**150,000**		
TOTAL REVENUES		**$ 373,602**		
EXPENDITURES:				
OPERATING TRANSFERS OUT TO GENERAL FUND	245,064	161,745	406,809	Recognize transfer of ARPA funds related to interest earnings to-date to the General Fund
OPERATING TRANSFERS OUT TO CAPITAL PROJECTS FUNI	-	215,602	215,602	Recognize transfer of ARPA funds related to eligible equipment and stormwater expenses outlined below*
TOTAL EXPENDITURES		**$ 377,347**		
Total Revenues Over/(Under) Expenditures		**$ (3,745)**		

***Expenses covered by ARPA funds transfer ($215,602):**	
Fire: Quick response vehicle equipment (lights, siren)	5,984
PW: Oakleaf Way storm drain repair	6,753
PW: Curb & gutter repairs on Hopewell, Deerfield, and Bethany Bend	25,329
PW: MCPP hydrology	177,536
	215,602

Capital Projects Funds Budget Summaries

CAPITAL PROJECTS FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ 13,575,449	$ 818,435	$ 14,393,884
Expenditures	$ 53,014,077	$ 853,750	$ 53,867,827
Total Revenues Over/(Under) Expenditures	$ (39,438,628)	$ (35,315)	$ (39,473,943)
Beginning Fund Balance	$ 39,473,943		$ 39,473,943
ENDING FUND BALANCE	**$ 35,315**		**$ -**

GREENSPACE BOND FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ 1,972,525	$ (11,000)	$ 1,961,525
Expenditures	$ 7,346,254	$ (25,000)	$ 7,321,254
Total Revenues Over/(Under) Expenditures	$ (5,373,729)	$ 14,000	$ (5,359,729)
Beginning Fund Balance	$ 5,383,348		$ 5,383,348
ENDING FUND BALANCE	**$ 9,618**		**$ 23,618**

TSPLOST FUND	FY 2024 Current Budget	Requested Amendment	Total Amended Budget
Revenues	$ 13,800,746	$ 1,852,791	$ 15,653,537
Expenditures	$ 44,507,763	$ 2,444,313	$ 46,952,076
Total Revenues Over/(Under) Expenditures	$ (30,707,017)	$ (591,522)	$ (31,298,539)
Beginning Fund Balance	$ 31,928,699		$ 31,928,699
ENDING FUND BALANCE	**$ 1,221,682**		**$ 630,160**

Capital Projects Funds Budget Summaries

CAPITAL GRANT FUND		FY 2024 Current Budget		Requested Amendment		Total Amended Budget
Revenues	$	2,965,696	$	680,985	$	3,646,680
Expenditures	$	3,375,533	$	680,985	$	4,056,517
Total Revenues Over/(Under) Expenditures	$	(409,837)	$	-	$	(409,837)
Beginning Fund Balance	$	410,730			$	410,730
ENDING FUND BALANCE	**$**	**893**			**$**	**893**

IMPACT FEES FUND		FY 2024 Current Budget		Requested Amendment		Total Amended Budget
Revenues	$	878,000	$	201,718	$	1,079,718
Expenditures	$	1,393,327	$	201,719	$	1,595,046
Total Revenues Over/(Under) Expenditures	$	(515,327)	$	(1)	$	(515,328)
Beginning Fund Balance	$	515,328			$	515,328
ENDING FUND BALANCE	**$**	**1**			**$**	**-**

REVENUE BOND FUND		FY 2023 Current Budget		Requested Amendment		Total Amended Budget
Revenues	$	1,650,400	$	-	$	1,650,400
Expenditures	$	1,651,054	$	(654)	$	1,650,400
Total Revenues Over/(Under) Expenditures	$	(654)	$	654	$	-
Beginning Fund Balance	$	12,688			$	12,688
ENDING FUND BALANCE	**$**	**12,035**			**$**	**12,688**

CAPITAL PROJECTS FUND

The Capital Projects Fund is used to track revenues and expenditures associated with capital construction, acquisition, and maintenance. Appropriations in the Capital Projects Fund are on a project-length basis and do not expire until the project is complete. According to the City's budgetary policies, a major capital project generally is defined as an expenditure that has an expected useful life of more than three years with an estimated total cost of $50,000 or more, or an improvement/addition to an existing capital asset.

Proposed Budget Amendments
Fiscal Year 2024

CAPITAL PROJECTS FUND				
	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
CHARGES FOR SERVICE				Change in Revenue Recognition
Tree Recompense	-	2,833	2,833	
TOTAL: CHARGES FOR SERVICE		**2,833**		
OTHER FINANCING SOURCES				
Operating Transfers In From General Fund	13,274,954	600,000	13,874,954	
Operating Transfers In From ARPA Fund	-	215,602	215,602	
TOTAL: OTHER FINANCING SOURCES		**815,602**		
TOTAL REVENUES		**818,435**		
EXPENDITURES:				
Buildings/Public Safety Complex	67,820	31,380	99,200	Increase to account for costs associated with purchasing and installing a gate to the employee parking lot at the Public Safety Complex
Vehicle Replacement Reserve (Fire)	2,623,168	46,984	2,670,152	Increase to account for proceeds from the sale of a 2007 Pierce Pumper ($41,000) and to recognize ARPA eligible funding to equip the quick response vehicle ($5,984)
Stormwater Maintenance	1,195,522	32,081	1,227,603	Increase to recognize ARPA eligible funding to repair a storm drain on Oakleaf Way ($6,752) and repair curb and gutter on Hopewell, Deerfield, and Bethany Bend ($25,329)

Proposed Budget Amendments
Fiscal Year 2024

CAPITAL PROJECTS FUND				
	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
EXPENDITURES:				
Sites/Park Land Acquisition	7,923,801	1,437,518	9,361,319	Transfer of funds to allow for the purchase of land on Deerfield Parkway and Arnold Mill Road
Site Improvements/New Athletic Complex	14,558,532	541,468	15,100,000	Transfer of funds to allow for the buildout of a new athletic complex on Deerfield Parkway
Site Improvements (Passive Parks)	1,112,699	(1,082,699)	30,000	Transfer of funds to allow for the purchase of land on Deerfield Parkway
Site Improvements/MCPP Passive	908,803	(348,002)	560,801	Increase to recognize ARPA eligible funding for hydrology work at the Milton City Park and Preserve ($177,537) offset by transfer of City match funding for GOSP grant related work at MCPP ($-525,539)
Site Improvements/Birmingham Park	1,085,151	(355,150)	730,001	Transfer of funds to allow for the purchase of land on Arnold Mill Road
Professional Fees/ Deerfield Implementation Plan	43,394	256,606	300,000	Transfer of funds to address expenses associated with a consultant for the Deerfield Implementation Plan project
Site Improvements/Tree Recompense	37,969	2,927	40,896	Recognition of tree recompense revenues received: FY23/$94 and FY24/$2,833
Contingencies	234,902	(234,902)	-	Release of contingency towards the Deerfield Implementation Plan, the Public Safety Complex gate, and funding for the new athletic complex on Deerfield Parkway
Operating Transfer Out to Capital Grant Fund	-	525,539	525,539	Transfer City match funding for GOSP grant related work at MCPP to the Capital Grant Fund
TOTAL EXPENDITURES		**853,750**		
Total Revenues Over/(Under) Expenditures		**$ (35,315)**		

GREENSPACE BOND FUND

This fund was set up to account for the bond proceeds and related purchases approved in the greenspace bond referendum and the corresponding debt service. Budget amendments related to anticipated property tax revenue have been requested and will be taken into consideration when calculating the millage rate needed to collect revenues to cover debt service due in future years. Additionally, a request to recognize interest earnings coming in lower than anticipated in this fund and a corresponding decrease to the expense account for land conservation have been made.

Proposed Budget Amendments
Fiscal Year 2024

GREENSPACE BOND FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
TAXES				
Real Property - Current Year	1,589,721	14,000	1,603,721	
TOTAL: TAXES		**14,000**		Change in revenue recognition
INVESTMENT INCOME				
Interest Revenue (Regions)	280,000	(25,000)	255,000	
TOTAL: INVESTMENT INCOME		**(25,000)**		
TOTAL REVENUES		**$ (11,000)**		
EXPENDITURES:				
Land Conservation	5,634,823	(25,000)	5,609,823	Decrease to account for investment income coming in under what was forecasted for FY24
TOTAL EXPENDITURES		**$ (25,000)**		
Total Revenues Over/(Under) Expenditures		**$ 14,000**		

TSPLOST FUND

The TSPLOST Fund has been set up to account for the proceeds of the transportation local option sales tax and the various improvement projects outlined in the program. The following budget amendments recognize anticipated sales tax, IGA, and investment income revenues and the corresponding allocation of funds across eligible projects.

Proposed Budget Amendments
Fiscal Year 2024

TSPLOST FUND	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
TAXES				
Transportation Special Purpose Local option Sales Tax (II)	7,500,000	1,200,000	8,700,000	Change in revenue recognition
TOTAL: TAXES		**1,200,000**		
INTERGOVERNMENTAL				
Fulton County IGA Funding (4)	-	562,791	562,791	
TOTAL: INTERGOVERNMENTAL		**562,791**		
INVESTMENT INCOME				
Realized Gain or Loss (GA Fund 1-TSPLOST I)	1,000,000	90,000	1,090,000	
TOTAL: INVESTMENT INCOME		**90,000**		
TOTAL REVENUES		**$ 1,852,791**		
EXPENDITURES:				
(4) Hopewell @ Bethany MIL-001 (TSPLOST I)	3,725	22,631	26,357	Recognize IGA funding related to Hopewell @ Bethany project
(10) Morris Road Widening MIL-031 (TSPLOST I)	9,958,991	500,000	10,458,991	Increase to account for projected costs associated with phase II of the Morris Rd Widening project
(11) Freemanville @ Redd MIL-010 (TSPLOST I)	430,173	350,000	780,172	Increase to account for projected costs associated with the Freemanville @ Redd intersection improvement project
TS2-9999 Infrastructure - Program Mgmt (TSPLOST II)	5,201,447	1,571,682	6,773,129	Earmark TSPLOST II revenues for future projects - funds will be allocated towards projects once approved by Council
TOTAL EXPENDITURES		**$ 2,444,313**		
Total Revenues Over/(Under) Expenditures		**$ (591,522)**		

CAPITAL GRANT FUND

This fund accounts for grant related revenues and expenditures that are capital in nature. The requests below include recognition of supplemental LMIG funds coming in higher than anticipated and the allocation of those funds towards the City's pavement management program as well as a transfer in from the Capital Projects Fund that will serve as the local match on GOSP grant eligible expenses.

Proposed Budget Amendments
Fiscal Year 2024

CAPITAL GRANT FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
INTERGOVERNMENTAL				
State Gov Grant/Local Maintenance & Improvement Grant (LMIG)	904,149	155,446	1,059,595	Change in revenue recognition
TOTAL: INTERGOVERNMENTAL		**155,446**		
OTHER FINANCING SOURCES				
Operating Transfers In From Capital Projects Fund	-	525,539	525,539	
TOTAL: OTHER FINANCING SOURCES		**525,539**		
TOTAL REVENUES		**$ 680,985**		
EXPENDITURES BY PROJECT:				
Pavement Management	1,339,846	155,446	1,495,292	Increase to account for supplemental LMIG funding coming in higher than projected in FY 2024
Site Improvements/MCPP Passive	1,500,000	525,539	2,025,539	Recognize City match funding for GOSP grant related work at MCPP
TOTAL EXPENDITURES		**$ 680,985**		
Total Revenues Over/(Under) Expenditures		**$ -**		

IMPACT FEES FUND

The Impact Fees Fund accounts for revenues and expenditures related to the City's impact fee program project list as originally approved in October 2015 and subsequently updated in July 2024. The following adjustments are to recognize revenues that are forecasted to come in lower than anticipated in FY 2024 and update those decreases across eligible project accounts. Additionally, there is a request to recognize funding from the General Fund as impact fee revenue to supplement credits issued to developers for approved work associated with impact fee eligible projects.

Proposed Budget Amendments
Fiscal Year 2024

IMPACT FEES FUND

	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
REVENUES BY SOURCE:				
CHARGES FOR SERVICES				
Impact Fees/Law Enforcement Fund	15,500	(5,000)	10,500	
Impact Fees/Fire Fund	72,500	(12,000)	60,500	
Impact Fees/Road Fund	110,000	(40,000)	70,000	
Impact Fees/Park Fund	650,000	(65,000)	585,000	Change in revenue recognition
TOTAL: CHARGES FOR SERVICES		**(122,000)**		
OTHER FINANCING SOURCES				
Operating Transfers In From General Fund	-	323,718	323,718	
TOTAL: OTHER FINANCING SOURCES		**323,718**		
TOTAL REVENUES		**$ 201,718**		
EXPENDITURES:				
Intersection Improvements/Morris Rd Widening	452,999	283,718	736,717	Recognize the transfer in from the General Fund ($323,718) related to impact fee credits offset by the decrease to account for FY 2024 revenues coming in lower than anticipated ($-40,000)
Buildings/Fire Station 45	72,916	(12,000)	60,916	Decrease to account for FY 2024 revenues coming in lower than anticipated
Sites/Land Acquisition	731,546	(65,000)	666,546	
Operating Transfer Out to General Fund/ Law Enforcement	15,310	(4,999)	10,311	
TOTAL EXPENDITURES		**$ 201,719**		
Total Revenues Over/(Under) Expenditures		**$ (1)**		

REVENUE BOND FUND

The Revenue Bond Fund accounts for revenues and expenditures related to the City's revenue bond issuances and the debt service due annually for bond series 2019. The following request accounts for project costs coming in lower than anticipated and a release of those budgeted funds to fund balance. Any remaining funds will be reassigned to debt service payments in a future year budget.

Proposed Budget Amendments
Fiscal Year 2024

REVENUE BOND FUND				
	CURRENT BUDGET	BUDGET AMENDMENT	REVISED BUDGET	REASON FOR AMENDMENT
EXPENDITURES BY PROJECT:				
Other Equipment/Station Alerting System	654	(654)	-	Adjustment to account for costs coming in lower than anticipated/release funds towards future debt service payments
TOTAL EXPENDITURES		**$ (654)**		
Total Revenues Over/(Under) Expenditures		**$ 654**		

MILTON
ESTABLISHED 2006

To: Honorable Mayor and City Council Members

From: Bernadette Harvill, Deputy City Manager

DocuSigned by:
Bernadette Harvill
ED09D88B47F7499...

Date: Submitted on August 29, 2024 for First Presentation and First Public Hearing on the September 4, 2024 Regular Council Meeting and Unfinished Business and Second Public Hearing on the September 16, 2024 Regular Council Meeting

Agenda Item: Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Adopt the Fiscal 2025 Budget for Each Fund of the City of Milton, Georgia Appropriating the Several Items of Revenue Appropriations, Prohibiting Expenditures to Exceed Appropriations and Prohibiting Expenditures to Exceed Actual Funding Available

---

Overview and Financial Highlights:

Please find the presentation of the proposed FY 2025 Budget Book enclosed.

The City will be submitting the completed budget book to the Government Finance Officers Association (GFOA) for consideration through the Distinguished Budget Presentation Award Program and has 90 days from the adoption of the budget to complete the book and submit it for review. The City was successful in obtaining this award in FY 2019 through FY 2024, including special recognition for our performance measures and strategic goals & strategies this past year, and has expectations that this year's budget book will be successful as well.

The FY 2025 Budget Book will include all the features that Milton citizens and stakeholders have become accustomed to seeing and will feature the enhanced performance measures that were implemented last fiscal year. These performance measures aim to provide objective measures of progress toward accomplishing Milton's mission, the priorities set out in Strategic Plan 2021-2025, and the goals and objectives identified by each department.

The enclosed presentation includes all the data required to transparently explain the proposed budget from ongoing operations and new initiatives as well as the Executive Summary and financial policies and procedures that guide budgetary operations. The official Budget Book will contain additional contextual information and supporting features that explain how Milton goes about making its budgetary decisions that will assist citizens in a better understanding of Milton's budget process, financial policies, and practices. Please note, no material changes to figures, variances, or explanations will change without direction from Mayor & Council or the City Manager at this point.

Any changes will be disclosed in a transparent and clear manner at the second public hearing to be held on September 16, 2024 before the Council makes a motion to adopt the budget.

Concurrent Review: Steve Krokoff, City Manager

DocuSigned by:
Stacey Inglis
BD7A72CDFFA440F...

Attachment(s):
Ordinance FY 2025 Proposed Budget
Fiscal Year 2025 Proposed Budget (Exhibit A)

MILTON

ESTABLISHED 2006

City of Milton, Georgia
Fiscal Year 2025 Proposed
Budget Public Hearing
Presentation September 16, 2024

Introduction and Overview

City Location & Key Demographics

CITY HALL

2006 Heritage Walk,
Milton, Georgia 30004
678.242.2500

cityofmiltonga.us

Hours of Operation
8:30 a.m. to 5:00 p.m.



The City of Milton is a suburban city located in the northern most portion of Fulton County, Georgia, just 31 miles from downtown Atlanta. Following a July 2006 referendum where 85 percent of Milton voters overwhelmingly approved cityhood, the City officially incorporated on Dec. 1, 2006. The City has been recognized nationally for its high quality of life, most recently being identified as the "Best City to Live in Georgia" by financial news and opinion website 24/7 Wall St. Milton has also consistently ranked among the top five safest cities in Georgia.

Executive Summary

The City of Milton's Fiscal Year 2025 proposed budget is based on anticipated citywide revenue collections of $70.6 million. The City's budget is comprised of one general fund, seven special revenue funds, and six capital projects funds.

- General Fund
- Special Revenue Funds
  - Special Events Fund
  - Opioid Settlement Fund
  - Confiscated Assets Fund
  - E-911 Fund
  - Operating Grant Fund
  - American Rescue Plan Act Fund
  - Hotel/Motel Tax Fund
- Capital Projects Funds
  - Capital Projects Fund (Primary)
  - Greenspace Bond Fund
  - TSPLOST Fund
  - Capital Grant Fund
  - Impact Fee Fund
  - Revenue Bond Fund

General Fund Overview

The General Fund, the City's main operating fund, includes $47.2 million in projected revenues or 66.9% of the citywide total. This represents a $1,530,145 or 3.3% increase in operating revenues (excluding operating transfers in and budgeted fund balance) as compared to the Fiscal Year 2024 amended budget. This increase is primarily a result of anticipated revenues coming in higher than FY 2024 for current year real property taxes ($1,059,034), local option sales tax revenue anticipations ($700,000), and projections for insurance premium taxes ($192,500).

Key General Fund Revenue Facts:

- The FY 2025 maintenance & operating (M&O) millage rate is 4.389 mills. This rate represents maintaining the same M&O millage rate as last year.
- Property taxes for the 2024 calendar year will fund the FY 2025 budget.
- The budget anticipates $425,551 in revenues that exceed forecasted spending. These funds will contribute to the City's required minimum unassigned fund balance of twenty-five percent (25%) of the subsequent year's budgeted revenues – Revenues for fiscal year 2026 are forecasted at $49.1 million (please see Milton's five-year operating projections for more details).
- Local Option Sales Tax (LOST) is the City's second largest revenue source after property taxes. This revenue source is economically driven, and staff takes this into account when forecasting anticipations each year. Distribution negotiations were finalized in December 2022 and Milton has updated forecasts for this revenue source based on the City's negotiated share of the revenues as well as current collections and economic forecasts. Our commitment to conservative

forecasting led us to the project growth of $700,000 based on those recent collections and trends and anticipated economic conditions (taking inflation and spending trends into consideration).

- In FY 2024, operating transfers in accounted for a reimbursement to the General Fund for American Rescue Plan Act (ARP) Act eligible expenses and earned interest to-date ($406,809) and funding from the impact fees fund to reimburse eligible expenses associated with constructing the Public Safety Complex ($15,500) as well as staff time related to impact fee administration ($30,000). With the exception of the impact fee transfers, these are one-time revenue transfers that will not recur in FY 2025.

General Fund Revenues (Excluding Interfund Transfers)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES				
Taxes	$ 39,596,366	$ 41,903,872	$ 2,307,506	5.8
Licenses & Permits	1,502,174	1,473,875	(28,299)	(1.9)
Intergovernmental Revenues	10,540	5,000	(5,540)	(52.6)
Charges for Services	690,043	676,942	(13,101)	(1.9)
Fines & Forfeitures	750,000	787,500	37,500	5.0
Investment Income	2,685,709	2,085,240	(600,469)	(22.4)
Contributions & Donations	22,000	-	(22,000)	(100.0)
Miscellaneous Revenue	408,637	260,953	(147,684)	(36.1)
Proceeds From Sale Of Assets	47,768	50,000	2,232	4.7
TOTAL REVENUES	**$ 45,713,237**	**$ 47,243,382**	**$ 1,530,145**	**3.3**

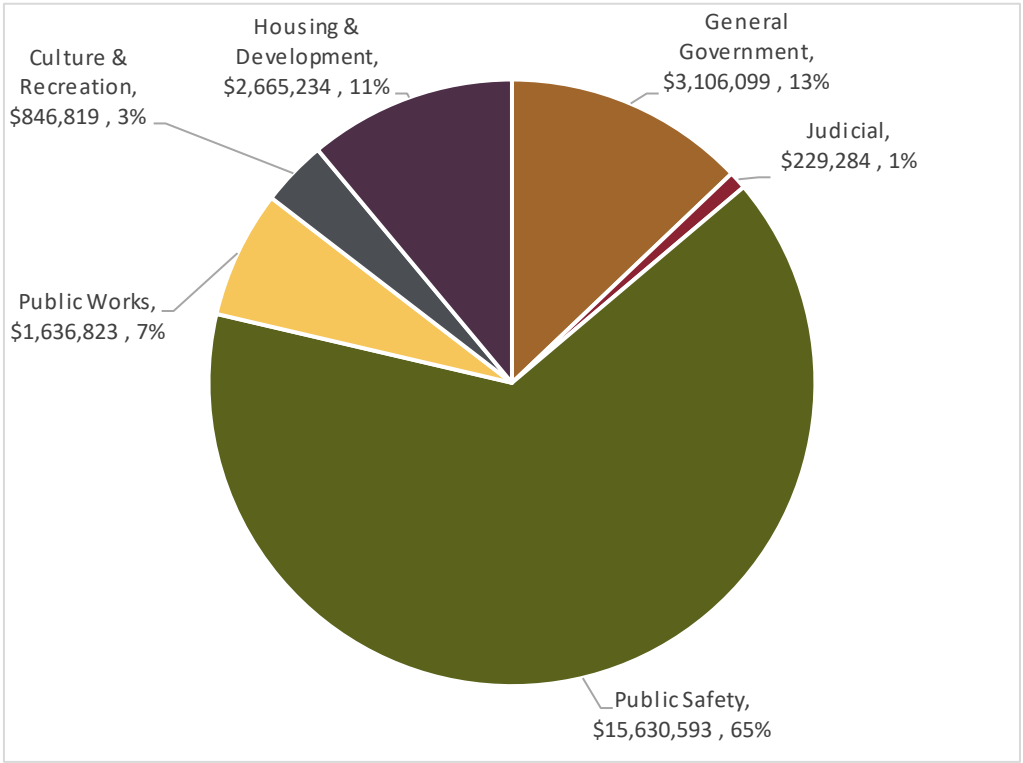
Key General Fund Expenditure Facts:

- Milton's Mayor and Council passed a new strategic plan in March 2021. Strategic Plan 2021-2025 has been instrumental in guiding decision-making throughout the FY 2022, FY 2023, FY 2024, and FY 2025 budget processes. All new initiatives tie back directly to one of the three Strategic Priorities set out in the plan and furthermore to the goals outlined under each priority. This ensures that all requests are aimed at fulfilling the initiatives set out in the planning process which involved community input, stakeholder meetings, Council work sessions, and dedicated staff time, all guided by our partners at BerryDunn.
- Year-over-year expenditure requests for continuing operations (including the required 1% contingency) have increased by approximately 9.8% -- including the requested market adjustments to salaries explained in detail below.
- The Salaries and Employee Benefits category (excluding new position requests) increased $1,579,251, or 7%, year-over-year. Primary contributors to this increase include a budgeted source of funding to address market adjustments based on a compensation and classification study that the City is undergoing with the

assistance of industry experts, Evergreen Solutions, LLC. The budget is based on an average of 5% to be distributed based on the findings of the study. The impact of this request, inclusive of salary-dependent benefits, is approximately $857,107, of which $736,119 is attributable to salaries & wages. The 5% placeholder is based on the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) state and local government wages and salaries figures that were reported in March 2024.

Salaries and benefits make up the largest portion of the maintenance & operating budget. At $24,114,852 for continuing operation and $847,359 (excludes $120,000 for the GIS Manager position that will be covered by savings on the City's managed services contract) for new initiatives, salaries and benefits are 53% of expenditures including interfund transfers and 67% when excluding those same transfers. (M & O initiatives related to salaries and benefits will be discussed in detail later.)

The City's Personal Services and Employee Benefits costs break down across functions as follows:



- Operating expenditures – excluding personnel costs, debt service, contingency, and new initiatives – total $11,920,133. This is approximately $1,294,472 or 12.2% higher than FY 2024's amended budget. The most significant drivers of this increase include:

  - The Fire Department, along with the other North Fulton Cities, has joined an agreement with American Medical Response (AMR) to improve EMS response times. Milton's share of the subsidy began in July 2024 and will be budgeted for a full year in FY 2025 resulting in an increase of $126,367 year-over-year.
  - The Police Department has moved to a new vendor for in-car, body worn, and surveillance cameras that will provide enhanced capabilities resulting in a $103,000 increase in FY 2025.
  - The Finance Department will also incur a full year of maintenance contract costs associated with the priority based budgeting software and new enterprise resource planning software which will be $83,000 more than what was incurred in FY 2024.
  - A more in-depth analysis of variances year-over-year can be found in the General Fund department pages of this report.
- Transfers out of the General Fund include $1,649,525 to the Revenue Bond Fund to cover debt service payments due on the 2019 series revenue bond, $39,532 to the Special Events Fund to supplement funding from the Hotel/Motel Tax Fund to provide city sponsored events throughout the year, and $7,677,455 to the Capital Projects Fund for projects funded through the City's pay-as-you-go funding program. Milton's capital projects have historically been funded utilizing this strategy in an effort to keep debt at a minimum. Overall transfers to the Capital Projects Fund are down 40.9% from FY 2024's amended budget.
  The main contributing factor to this decrease relates to one-time transfers that were approved through the FY 2024 budget amendment process. Milton's conservative budgeting and responsible spending in the General Fund, coupled with higher than anticipated revenues which resulted in a fund balance in excess of required reserves. This excess fund balance was allocated to existing one-time projects as required by law through an increase to the original FY 2024 operating transfer out to the Capital Projects Fund in the amount of $5.9 million. Transferred funds were allocated among several projects including: planning, design, and construction of Fire Station 45 forecasted to be more expensive than anticipated as a result of inflation that has not subsided in the construction industry ($2,000,000), land acquisition opportunities ($3,350,000), pavement management costs ($319,991), funding for the Deerfield Implementation Plan ($189,467), the transfer of proceeds from the sale of a 2007 Pierce Pumper ($41,000) and funding for the purchase and implementation of a gate at the PSC ($19,533) (please see the City's published budget amendments for Fiscal Year 2024 for additional details.

General Fund Expenditures by Function (Excluding Interfund Transfers)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
EXPENDITURES BY FUNCTION				
General Government	$ 6,690,847	$ 6,753,858	$ 63,011	0.9
Judicial	486,384	550,565	64,181	13.2
Public Safety	17,588,682	19,321,783	1,733,101	9.9
Public Works	3,556,146	3,828,371	272,225	7.7
Culture & Recreation	2,251,248	2,627,827	376,579	16.7
Housing & Development	2,587,955	2,952,581	364,626	14.1
Contingency	-	371,256	371,256	-
M&O Initiatives	-	1,090,578	1,090,578	-
TOTAL EXPENDITURES	**$ 33,161,262**	**$ 37,496,819**	**$ 4,335,557**	**13.1**

General Fund Expenditures by Category

(Excluding Interfund Transfers and New Initiatives)

	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS				
Salaries & Wages	$ 16,599,990	$ 17,709,358	$ 1,109,368	6.7
Employee Benefits	5,935,611	6,405,494	469,883	7.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 22,535,601**	**$ 24,114,852**	**$ 1,579,251**	**7.0**
MAINTENANCE & OPERATIONS				
Professional Services	$ 1,741,256	$ 1,693,618	$ (47,638)	(2.7)
Property Services	1,728,607	2,224,274	495,667	28.7
Other Purchased Services	4,658,563	5,138,048	479,485	10.3
Supplies	643,300	805,498	162,198	25.2
Utilities	767,319	794,756	27,437	3.6
Fuel	223,442	241,893	18,451	8.3
Capital Outlay	853,774	1,012,845	159,071	18.6
Other Costs	9,400	9,200	(200)	(2.1)
TOTAL MAINTENANCE & OPERATIONS	**$ 10,625,661**	**$ 11,920,133**	**$ 1,294,472**	**12.2**
OTHER COSTS				
Contingency	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ 371,256**	**$ 371,256**	**-**
TOTAL EXPENDITURES	**$ 33,161,262**	**$ 36,406,241**	**$ 3,244,979**	**9.8**

Maintenance & Operating (M & O) Initiative Highlights:

All new initiatives tie back to one of three strategic priorities set by the Mayor and Council in Strategic Plan 2021-2025. With this in mind, Staff has proposed new staffing initiatives in different departments. Workload volume has increased over the years in these areas and the related requests will address the growth that has been seen as well as dedicating a resource to the tasks that are currently being split up across several existing positions. The position requests include:

- A part-time Records Clerk in the City Clerk Department;
- The reclassification of a part-time Accounts Payable Specialist to a full-time Finance Analyst and the request for a full-time Payroll and Benefits Analyst in Finance;
- The request for an Applications Administrator and bringing the GIS Manager in-house (this will result in a net savings for the City) in Information Services;
- A Special Investigations Detective in Police that will serve in a task force with officers from Johns Creek and Forsyth County;
- A part-time Outreach & Events Coordinator and full-time Parks Manager in Parks& Recreation (Active)

Additionally, Fire has requested the staffing of Fire Station 45 beginning in July 2024 and one firefighter position to balance the current shifts.

Please see the detailed requests associated with all new M&O Initiatives beginning on page XX.

Special Revenue Funds Overview

The City adopts annual budgets for each Special Revenue Fund that demonstrate any legally restricted revenue sources and anticipates activity in the given year. In FY 2025, $3 million in anticipated revenues are attributable to the five Special Revenue Funds with budgeted appropriations (excluding interfund transfers in and budgeted fund balances).

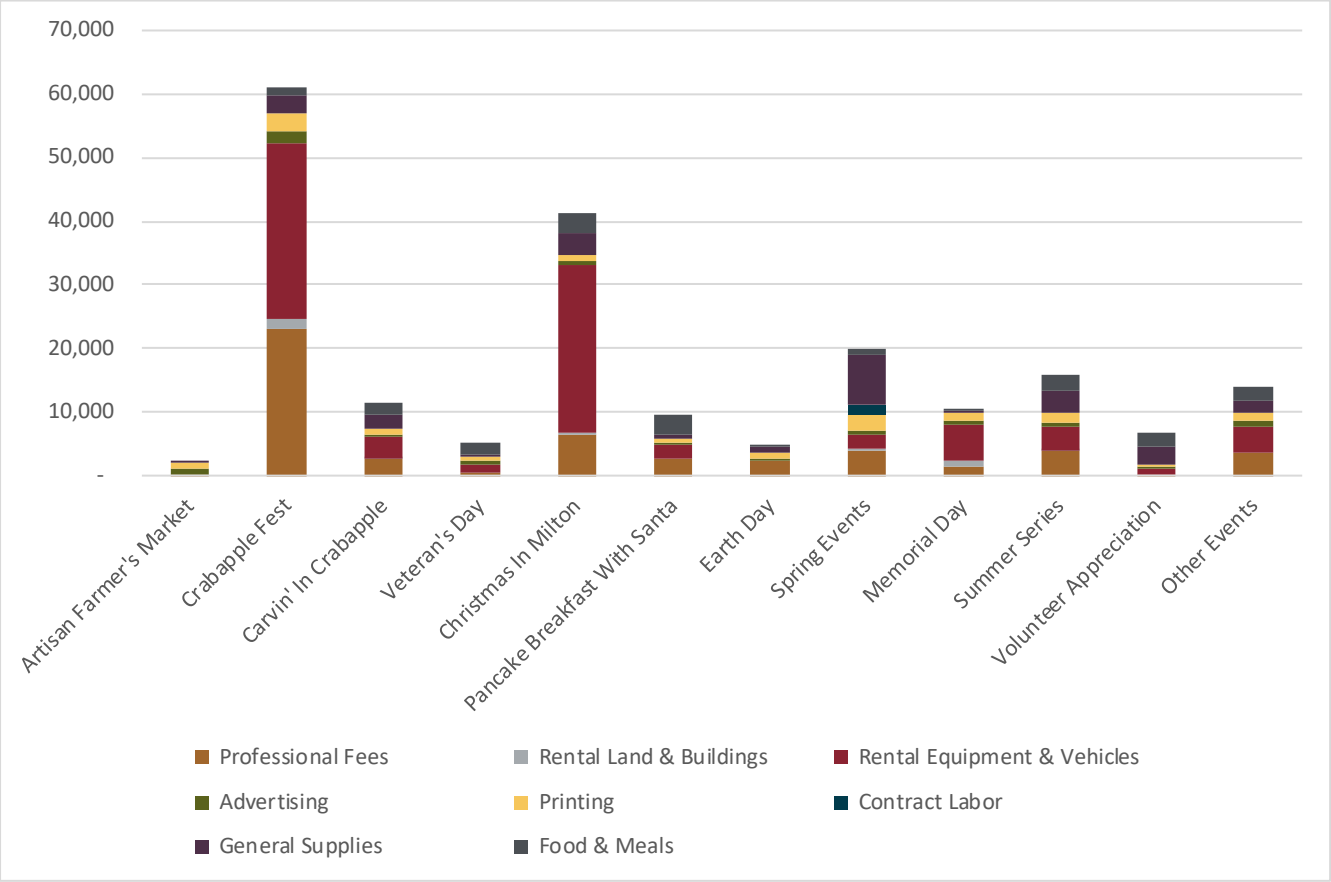
Special Events Fund:

Milton's Special Events Fund is budgeted as a Special Revenue Fund for the purposes of tracking revenues, expenditures, and fund balances associated with running the City's year-long events program. The main funding source for this fund is operating transfers in from the Hotel/Motel Tax Fund ($67,000). Revenues, excluding budgeted fund balance, are expected to increase by $32,217 or 25.3% from FY 2024's amended budget. This increase is primarily being driven by an interfund transfer in from the General Fund of $46,882 to supplement funding from the Hotel/Motel Tax Fund in support of improving current events and expanding offerings in the summer and around holidays throughout the year. Any sponsorships received will reduce the transfer in from the General Fund.

Expenditure appropriations within the fund span over 12 event categories (some containing more than one planned event) and one "other events" category that

allows for trying out new events or the City's involvement in unplanned events that may come up. Event costs in FY 2025 are projected to be $40,254 or 24.7% higher than FY 2024's amended forecasts. Included in these increases are funding for additional activities at current events to address increased attendance as well as funding for proposed new events around the holidays and throughout the summer.

Special Events Expenditures by Event/Category



Opioid Settlement Fund:

The Opioid Settlement Fund has been established, as required by the UCOA, to account for the City's share of revenues from approved settlement agreements with manufacturers and distributors as well as the authorized spending of those funds under Exhibit E. Similar to other special revenues, these funds are restricted to specific authorized spending opportunities. Due to the limits on spending within this fund, revenues will be recognized when received and restricted towards authorized purchases through the budget amendment process.

Confiscated Assets Fund:

The Confiscated Assets Fund is utilized to account for the use of confiscated assets by the City's Police Department. Both federal and state confiscated assets are maintained

within this fund, and guidelines issued by both jurisdictions must be adhered to at all times. Confiscated assets are used for new endeavors and cannot supplant budgets appropriated in other funds. In FY 2025 Milton's Police Department plans on looking for opportunities to obtain new equipment and search for new training opportunities with the remaining fund balance.

E-911 Fund:

The Emergency 911 (E-911) Fund has been set up to account for monthly 911 charges to help fund the cost of providing emergency 911 services to the community. Milton currently has an active Intergovernmental Agreement (IGA) with the City of Alpharetta for such services. Alpharetta runs the 911 center, including emergency communication services. In order to compensate Alpharetta for these services, Milton turns over 100% of its E-911 collections to them. Revenues are anticipated to remain at $1,050,000 and a corresponding consistency to expenditures for payments to Alpharetta has also been budgeted at $1,050,000.

Operating Grant Fund:

When Milton receives operating grants in excess of 2% of the General Fund's expenditures, it must account for them in the Operating Grant Fund. The City currently has no active grants that meet the criteria and therefore has no appropriated revenues or expenditures budgeted for FY 2025.

American Rescue Plan Act Fund:

In June 2021, the Georgia Department of Community Affairs set up a new fund to account for all Local Fiscal Recovery Funds received by local governments through the American Rescue Plan (ARP) Act of 2021.

Milton has received $14.8 million to-date and has spent approximately $13.1 million. Revenues will be recognized as available once eligible expenses are incurred. In FY 2025, staff anticipates recognizing approximately $1.8 million in ARPA funding and $50,000 in investment income. Those revenues have been tied to a transfer out of $50,000 in investment income earnings to the General Fund and $1.8 million to the Capital Projects Fund to account for MCPP hydrology work and other city stormwater repair costs according to program rules.

Hotel/Motel Tax Fund:

The Hotel/Motel Tax Fund accounts for the occupancy tax collected by the City from area hotels and motels and is distributed according to the relevant state statute. Milton currently collects this tax at a rate of 3%. Since FY 2018, 100% of the collections have been transferred to the City's Special Events Fund to promote tourism to Milton and to foster community engagement. The anticipated revenues and expenditures of this fund are expected to increase from the amended FY 2024 forecast of $62,000 to $67,000 in FY 2025.

Capital Projects Funds Overview

Annually, the City reviews its seven-year capital improvement program and submits updates to the formal Capital Improvement Plan (CIP) as a part of its budget process. City Code requires a five-year plan, but staff has chosen to add an additional two years in order to allow added flexibility and adequate time for planning. In FY 2025, all six budgeted capital projects funds have been incorporated into the seven-year Capital Improvement Plan and account for $20.5 million in direct revenues (excluding interfund transfers in and budgeted fund balances).

Capital Projects Fund (Primary):

The primary Capital Projects Fund is used to account for capital expenditures made by the City on long-term projects that are not required to be accounted for in a separate fund. Milton has historically funded the majority of its capital projects employing a pay-as-you-go strategy; therefore, the main revenue source for this fund is an interfund transfer in from the General Fund. FY 2025's budget continues the strategy of utilizing pay-as-you-go funding to implement the adopted Parks & Recreation master plan, the City's trail plan, vehicle/apparatus replacements, pavement management, and other public works infrastructure maintenance projects. In addition to the interfund transfer in from the General Fund of $7.7 million, there is $1.6 million anticipated to be transferred in from the ARPA Fund for MCPP hydrology work, $4.9 million have been forecasted to be received from the sale of property on Hopewell Road which will go towards the buildout of a new athletic complex on Deerfield Parkway, and infrastructure maintenance fees (fees charged to solid waste haulers at a rate of 5% of the company's gross receipts) are anticipated to bring in approximately $110,000 that will go towards the City's pavement management program.

Greenspace Bond Fund:

The Greenspace Bond Fund is used to account for the proceeds of the General Obligation Bonds, Series 2017, issued by the City, related capital projects, and the debt service due on the bonds. In November 2016, voters resoundingly approved a referendum to issue $25 million in bonds to fund the acquisition of greenspace. The repayment of the debt incurred is funded through a separate millage rate outside the M & O millage rate explained earlier.

FY 2025 includes debt service for both principal and interest in the amount of $1,713,375. The millage rate to collect tax revenues to make these payments is 0.356 mills (down from 0.364 in FY 2024). Expenditures related to land acquisition occur once the Mayor and Council members approve a purchase, a move that follows research and recommendations made by the Milton Greenspace Advisory Committee (MGAC).

TSPLOST Fund:

The TSPLOST Fund is used to account for the proceeds of the transportation local option sales tax and the various improvement projects outlined in the program. Both TSPLOST initiatives – which were approved by voters in the November 2016 and November 2021

elections – include a dedicated project list. The TSPLOST Fund is budgeted to bring in approximately $12.3 million in revenues in FY 2025 excluding operating transfers in. These funds include sales taxes in the amount of $8.9 million, grant revenue recognized at $2.4 million, and interest earnings projected at $1 million which will go towards infrastructure projects including and program management including: a project inspector, intersection improvements at SR372/Crabapple Road at Green Road, sidewalk connections along SR372/Crabapple Road, a trail connection to the Big Creek Greenway, and road paving throughout the city. The Comprehensive Transportation Plan (CTP) will aid in decision-making with regards to the remaining TSPLOST II. Funding for projects not yet underway will be earmarked to the Program Management - Infrastructure account. Once Council has provided guidance on projects, staff will allocate the funding accordingly.

Capital Grant Fund:

The Capital Grant Fund was set up to account for capital grant revenue and expenditures made by the City. The FY 2024 budget contemplates $440,000 related to the Local Maintenance and Improvement Grant (LMIG) which will go towards funding the FY 2025 pavement maintenance program. Additionally, revenue and expenditures associated with two grants that will aid with costs at the Milton City Park and Preserve are scheduled to be recognized in this fund. Upon final approval, the active acres will see site improvements including construction of six tennis courts, a tennis viewing pavilion, and a playground as well as the reconfiguration and renovation of the parking lot including grant funding of $500,000. Additionally, the passive acres will receive $1,500,000 in funding towards further development of the recreational trails, hydrology work, land management, and habitat restoration. Local matches on these grants will come from other revenue sources including ARPA funds and operating funds previously approved through the CIP pay-go program for this park.

Impact Fees Fund:

In October 2015, Milton began collecting impact fees on new development projects to offset costs associated with providing City services to these new developments and their residents and businesses. This fund accounts for impact fees restricted for the acquisition or construction of specific capital projects outlined in the City's Capital Improvements Element (CIE) as updated in 2024. Council approved updates to the impact fee project list along with updates to the fee schedule (to begin in January 2025) to reflect a development fee in-line with the future needs based on the methodology update conducted by staff and consultants with Ross + Associates. Revenues are anticipated to come in at $972,500 which is $216,500 or 9.9% higher than FY 2024 (excluding operating transfers in associated with recognition of impact fee credits).

Funding is scheduled to be allocated towards the construction of Fire Station 45, park land acquisition, intersection improvements, and staff/consulting costs associated with the implementation of the impact fee program.

To-date, impact fees have helped fund the following projects:

- Land acquisition including a leased baseball field, the Cox Road athletic park complex (Legacy Park), the active acres on Dinsmore Road (MCPP), land at Bethany Bend and Hopewell Road and more;
- Playground structure adjacent to Broadwell Pavilion;
- Live Fire mobile training facility;
- Fire Department storage building located behind Fire Station #43;
- Intersection improvements at Hopewell Road and Birmingham Road, as well as Freemanville Road and Providence Road;
- Public Safety Complex on Highway 9;
- Reconstruction of Fire Station #42;
- Turf fields at Legacy Park.

Please see the City's Capital Improvements Element Annual Update for more detailed information.

Revenue Bond Fund:

The Revenue Bond Fund has been set up to account for proceeds and expenditures related to the issuance of revenue bonds. Its purpose is to fund projects faster than is possible under the pay-as-you-go strategy utilized by the City and the related debt service on the bonds. In years past, the revenues and expenditures budgeted in this fund were tied to improvements made at Bell Memorial Park. As that project has concluded, this fund will now account for the proceeds and expenditures related to the newly constructed Public Safety Complex on Highway 9, the replacement of Fire Station #42 on Thompson Road, and an alerting system for the Fire department.

Milton's Mayor and Council members approved this funding strategy in FY 2018, and the bonds were issued in October 2019. This bond issuance included the refunding (refinancing) of the debt related to the Bell Memorial Park renovation/expansion project saving the City approximately $443,059. The debt service and associated fees for this issuance will be funded through an operating transfer from the General Fund in the amount of $1,695,400 in FY 2025.

Conclusion

The Fiscal Year 2025 Budget illustrates the City's dedication to providing the highest level of services while maintaining sound fiscal policies. This budget is the product of much collaboration and commitment by "Team Milton." The goal is to develop a plan that addresses the City Council's major policy goals and priorities, upholds our residents' vision for their community, and protects the City's financial health now and into the future. If while reviewing this document you have questions, please do not hesitate to contact us at info@miltonga.gov.

Financial Policies and Procedures

Financial Policies and Procedures

The City has developed financial policies and procedures to ensure that financial resources are managed in a prudent manner. In addition, Milton's budgeting and accounting practices conform to Generally Accepted Accounting Principles (GAAP) as announced by the Government Accounting Standards Board (GASB) and the Georgia Uniform Chart of Accounts.

Budgetary Policies

BALANCED BUDGET

The budget is balanced for each budgeted fund. Total anticipated revenues plus the portion of the fund balance in excess of required reserves that is designated as a budgeted funding source must equal the total estimated expenditures for each fund. The City is prohibited from balancing current expenditures through the obligation of a future year's resources.

BASIS OF BUDGETING

All governmental funds use the modified accrual basis of accounting for budgeting purposes as well as financial reporting purposes in the audited financial statement.

LEVEL OF BUDGET ADOPTION AND CONTROL

All budgets are adopted at the legal level of budgetary control, which is the department level within each individual fund.

BUDGET CONTROL REPORTS

The City maintains a system of budgetary control reports to ensure adherence to the budget. Departments also have access to financial reports which, compare actual revenues and outstanding encumbrances and expenditures with budgeted amounts.

BUDGET AMENDMENT PROCESS

The budget is a dynamic, rather than static, plan that requires adjustments and formal budget amendments as circumstances change. The mayor and city council must approve all increases in total departmental appropriations. Department heads may submit budget amendment requests transferring appropriations from one line item to another within the specific department appropriation and fund, and obtain approval from the City Manager. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose cannot be transferred until a formal de-obligation occurs.

APPROPRIATION LAPSES AT YEAR-END

All operating budget appropriations, including encumbered appropriations, lapse at the end of the fiscal year. Purchases encumbered in the current fiscal year, but not received until the following year, must be charged against a department's subsequent year appropriation.

UTILIZATION OF PRIOR YEAR'S FUND BALANCE

If necessary, the City may use the fund balance in excess of the required reserves as a funding source for that fund's budget in any given year. The utilization of fund balance is considered a use of one-time revenues for budgeting purposes.

Fund Balance Policy

This policy ensures that the City maintains adequate fund balances and reserves in order to:

1. Provide sufficient cash flow for daily financial needs;
2. Secure and maintain investment-grade bond ratings;
3. Offset significant economic downturns or revenue shortfalls; and
4. Provide funds for unforeseen expenditures related to emergencies.

FUND BALANCE CATEGORIES

1. NONSPENDABLE: Includes amounts that cannot be spent because they are either a.) Not in spendable form or b.) Legally or contractually required to be maintained intact. Nonspendable amounts are determined before all other classifications and consist of the following steps (as applicable in any given fiscal year):
   a. The City will maintain a fund balance equal to the balance of any long-term outstanding balances due from others (including other funds of the City).
   b. The City will maintain a fund balance equal to the value of inventory balances and prepaid items (to the extent that such balances are not offset with liabilities and actually result in fund balance).
   c. The City will maintain a fund balance equal to the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact.
   d. The City will maintain a fund balance equal to the balance of any land or other non-financial assets held for sale.
2. RESTRICTED: Includes amounts that can be spent only for the specific purposes stipulated by the Georgia Constitution, external resource providers or through enabling legislation.
3. COMMITTED: Includes amounts that can be used only for specific purposes determined by a formal action of the City Council. Commitments are only used for specific purposes pursuant to a formal action of the city council. A majority vote is required to approve or remove a commitment.
4. ASSIGNED: Includes amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed.
5. UNASSIGNED: Includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications.

RESERVE FOR WORKING CAPITAL

The reserves required to cover the cost of expenditures caused by unforeseen emergencies, to cover shortfalls due to revenue declines, and to eliminate any short-term borrowing for cash-flow purposes. This reserve accumulates and is then maintained at an amount which represents no less than 25% of the subsequent year's budgeted revenues.

Revenue Administration Policy

The City strives to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. When possible, the revenue mix combines elastic and inelastic revenue sources to minimize the effect of economic downturns. The City works towards diversifying its revenue base in order to reduce its dependence on property taxes. As part of the annual budget process, an objective analytical process estimates revenues realistically and prudently. The City estimates revenues of a volatile nature conservatively.

Debt Management Policy

A sound fiscal position is maintained by only utilizing long-term tax-exempt debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. In addition, a strong financial administration serves to maintain and improve the City's credit rating. Both short-term and long-term debt are permissible when within the guidelines outlined in the City code of ordinances.

Cash And Investment Policy

The primary objectives of the City's investment activities are: safety, liquidity, and yield.

SAFETY

Safety of principal is the foremost objective of the investment program. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

LIQUIDITY

The investment portfolio must remain sufficiently liquid to meet all those operating requirements that may be reasonably anticipated.

YIELD

The investment portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

Capital Asset Policy

Capital asset means any real or personal property acquired by the City which has an estimated useful life of three or more years with an acquisition value of $10,000 or more.

The term capital asset includes: land, improvements to land, easements, buildings, improvements to buildings, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in the operations of the government.

The City records depreciation using the straight-line method over the following useful lives:

Buildings	20–40 years
Vehicles, Equipment and Other	5–12 years
Infrastructure	15–60 years
Land Improvements	10–40 years

Consolidated Financial Summaries

Consolidated Budget Summary (All Funds)
FY 2022-FY 2025

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
REVENUES				
Taxes				
Property Taxes	$ 20,462,439	$ 21,003,902	$ 21,722,015	$ 23,175,974
Sales & Use Taxes	20,872,433	22,373,742	23,232,956	24,135,841
Business & Other Taxes	4,470,813	4,791,252	5,162,520	5,376,932
Licenses & Permits	1,783,318	1,415,856	1,502,174	1,473,875
Intergovernmental Revenues	12,199,682	2,981,143	9,218,821	4,455,314
Charges for Services	2,928,580	2,753,808	2,539,653	2,734,442
Fines & Forfeitures	643,863	736,948	774,758	812,500
Investment Income	416,189	2,961,028	4,230,709	3,250,240
Contributions & Donations	30,547	23,062	43,888	10,000
Miscellaneous Revenue	555,085	531,784	659,032	263,453
subtotal	$ 64,362,949	$ 59,572,525	$ 69,086,526	$ 65,688,571
Other Financing Sources				
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 4,950,000
Interfund Transfers In	34,087,790	16,923,410	17,101,160	11,140,551
subtotal	$ 34,139,590	$ 16,951,765	$ 17,148,928	$ 16,090,551
TOTAL REVENUES	**$ 98,502,539**	**$ 76,524,290**	**$ 86,235,455**	**$ 81,779,121**
EXPENDITURES (by Function)*				
General Government	$ 4,665,777	$ 5,108,728	$ 7,497,543	$ 7,303,545
Judicial	371,667	402,675	486,384	561,339
Public Safety	18,010,155	22,752,066	29,458,075	21,443,169
Public Works	6,951,595	11,451,516	64,520,483	20,421,853
Culture & Recreation	6,777,514	7,398,519	40,185,463	12,419,459
Housing & Development	1,923,122	2,339,853	3,793,620	3,043,406
Debt Service	3,363,206	3,359,706	3,361,831	3,410,081
Contingency	-	-	-	787,696
Initiatives	-	-	-	1,498,578
subtotal	$ 42,063,037	$ 52,813,064	$ 149,303,398	$ 70,889,125
Other Financing Uses				
Interfund Transfers Out	$ 34,087,790	$ 16,923,410	$ 17,100,972	$ 11,146,676
subtotal	$ 34,087,790	$ 16,923,410	$ 17,100,972	$ 11,146,676
TOTAL EXPENDITURES	**$ 76,150,827**	**$ 69,736,474**	**$ 166,404,370**	**$ 82,035,801**
Total Revenues Over/(Under) Expenditures	$ 22,351,712	$ 6,787,816	$ (80,168,915)	$ (256,680)
Beginning Fund Balance	63,669,930	86,021,643	92,809,458	12,640,542
ENDING FUND BALANCE	**$ 86,021,643**	**$ 92,809,458**	**$ 12,640,542**	**$ 12,383,862**

Note: The FY 2024 Amended Budget reflects project-length budget balances. Unspent capital project appropriations and corresponding revenue anticipations as of 9/30/2024 will carry forward to the subsequent year's budget through budgeted fund balance.

Consolidated Budget Summary (All Funds)
FY 2023-FY 2025

	FY 2023 Actuals						FY 2024 Amended Budget					
	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds
REVENUES												
Taxes												
Property Taxes	$ 19,133,656	$ -	$ 150,108	$ 1,720,138	$ -	$ -	$ 19,965,890	$ -	$ 110,000	$ 1,646,125	$ -	$ -
Sales & Use Taxes	13,683,918	-	-	-	8,625,176	64,648	14,470,956	-	-	-	8,700,000	62,000
Business & Other Taxes	4,785,076	-	702	5,475	-	-	5,159,520	-	-	3,000	-	-
Licenses & Permits	1,415,856	-	-	-	-	-	1,502,174	-	-	-	-	-
Intergovernmental Revenues	6,000	1,526,013	481,553	-	262,330	705,248	10,540	223,602	-	-	5,863,537	3,121,142
Charges for Services	824,207	-	74,195	-	-	1,855,406	690,043	-	2,833	-	-	1,846,777
Fines & Forfeitures	713,410	-	-	-	-	23,538	750,000	-	-	-	-	24,758
Investment Income	1,599,898	163,745	1,739	222,178	881,288	92,180	2,685,709	200,000	-	255,000	1,090,000	-
Contributions & Donations	15,062	-	-	-	-	8,000	22,000	-	-	-	-	21,888
Miscellaneous Revenue	442,597	-	86,687	-	-	2,500	408,637	-	190,495	57,400	-	2,500
subtotal	$ 42,619,679	$ 1,689,758	$ 794,983	$ 1,947,791	$ 9,768,793	$ 2,751,520	$ 45,665,469	$ 423,602	$ 303,328	$ 1,961,525	$ 15,653,537	$ 5,079,065
Other Financing Sources												
Proceeds From Sale Of Assets	$ 28,354	$ -	$ -	$ -	$ -	$ -	$ 47,768	$ -	$ -	$ -	$ -	$ -
Interfund Transfers In	1,154,191	-	13,350,500	-	699,046	1,719,673	448,948	-	14,090,556	-	-	2,561,657
subtotal	$ 1,182,545	$ -	$ 13,350,500	$ -	$ 699,046	$ 1,719,673	$ 496,716	$ -	$ 14,090,556	$ -	$ -	$ 2,561,657
TOTAL REVENUES	**$ 43,802,224**	**$ 1,689,758**	**$ 14,145,483**	**$ 1,947,791**	**$ 10,467,839**	**$ 4,471,194**	**$ 46,162,185**	**$ 423,602**	**$ 14,393,884**	**$ 1,961,525**	**$ 15,653,537**	**$ 7,640,721**
EXPENDITURES (by Function)												
General Government	$ 5,077,612	$ -	$ 31,116	$ -	$ -	$ -	$ 6,690,847	$ -	$ 806,696	$ -	$ -	$ -
Judicial	402,675	-	-	-	-	-	486,384	-	-	-	-	-
Public Safety	15,581,196	-	3,270,980	-	-	3,899,891	17,588,682	-	10,706,655	-	-	1,162,738
Public Works	3,117,924	-	3,494,626	-	4,409,109	429,857	3,556,146	-	11,753,176	-	46,952,076	2,259,085
Culture & Recreation	1,820,773	-	3,353,739	353	-	2,223,654	2,251,248	-	28,960,653	5,609,823	-	3,363,738
Housing & Development	2,141,995	-	193,540	-	-	4,318	2,587,955	-	1,115,109	-	-	90,556
Debt Service	-	-	-	1,710,681	-	1,649,025	-	-	-	1,711,431	-	1,650,400
subtotal	$ 28,142,175	$ -	$ 10,344,000	$ 1,711,034	$ 4,409,109	$ 8,206,746	$ 33,161,262	$ -	$ 53,342,289	$ 7,321,254	$ 46,952,076	$ 8,526,517
Other Financing Uses												
Interfund Transfers Out	$ 14,675,481	$ 1,526,013	$ 519,046	$ -	$ -	$ 202,871	$ 15,849,072	$ 622,411	$ 525,539	$ -	$ -	$ 103,950
subtotal	$ 14,675,481	$ 1,526,013	$ 519,046	$ -	$ -	$ 202,871	$ 15,849,072	$ 622,411	$ 525,539	$ -	$ -	$ 103,950
TOTAL EXPENDITURES	**$ 42,817,656**	**$ 1,526,013**	**$ 10,863,046**	**$ 1,711,034**	**$ 4,409,109**	**$ 8,409,616**	**$ 49,010,334**	**$ 622,411**	**$ 53,867,827**	**$ 7,321,254**	**$ 46,952,076**	**$ 8,630,468**
Total Revenues Over/(Under) Expenditures	$ 984,568	$ 163,745	$ 3,282,437	$ 236,758	$ 6,058,731	$ (3,938,423)	$ (2,848,149)	$ (198,809)	$ (39,473,943)	$ (5,359,729)	$ (31,298,539)	$ (989,746)
Beginning Fund Balance	13,748,281	35,064	36,191,506	5,146,590	25,869,968	5,030,233	14,732,849	198,809	39,473,943	5,383,348	31,928,699	1,091,810
ENDING FUND BALANCE	**$ 14,732,849**	**$ 198,809**	**$ 39,473,943**	**$ 5,383,348**	**$ 31,928,699**	**$ 1,091,810**	**$ 11,884,700**	**$ 0**	**$ -**	**$ 23,618**	**$ 630,160**	**$ 102,063**

	FY 2025 Adopted Budget					
	General Fund	American Rescue Plan Act Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Other Funds
REVENUES						
Taxes						
Property Taxes	$ 21,335,099	$ -	$ 110,000	$ 1,730,875	$ -	$ -
Sales & Use Taxes	15,194,841	-	-	-	8,874,000	67,000
Business & Other Taxes	5,373,932	-	-	3,000	-	-
Licenses & Permits	1,473,875	-	-	-	-	-
Intergovernmental Revenues	5,000	1,610,314	-	-	2,400,000	440,000
Charges for Services	676,942	-	-	-	-	2,057,500
Fines & Forfeitures	787,500	-	-	-	-	25,000
Investment Income	2,085,240	50,000	-	115,000	1,000,000	-
Contributions & Donations	-	-	-	-	-	10,000
Miscellaneous Revenue	260,953	-	-	-	-	2,500
subtotal	$ 47,193,382	$ 1,660,314	$ 110,000	$ 1,848,875	$ 12,274,000	$ 2,602,000
Other Financing Sources						
Proceeds From Sale Of Assets	$ 50,000	$ -	$ 4,900,000	$ -	$ -	$ -
Bond Proceeds	-	-	-	-	-	-
Interfund Transfers In	45,500	-	9,287,769	-	-	1,807,282
subtotal	$ 95,500	$ -	$ 14,187,769	$ -	$ -	$ 1,807,282
TOTAL REVENUES	**$ 47,288,882**	**$ 1,660,314**	**$ 14,297,769**	**$ 1,848,875**	**$ 12,274,000**	**$ 4,409,282**
EXPENDITURES (by Function)						
General Government	$ 6,787,102	$ -	$ 516,443	$ -	$ -	$ -
Judicial	561,339	-	-	-	-	-
Public Safety	19,313,709	-	917,460	-	-	1,212,000
Public Works	3,849,553	-	3,107,140	-	12,904,160	561,000
Culture & Recreation	2,613,098	-	8,799,064	135,000	-	872,297
Housing & Development	2,910,184	-	133,222	-	-	-
Debt Service	-	-	-	1,714,681	-	1,695,400
Contingency	371,256	-	416,440	-	-	-
Initiatives	1,090,578	-	408,000	-	-	-
subtotal	$ 37,496,819	$ -	$ 14,297,769	$ 1,849,681	$ 12,904,160	$ 4,340,697
Other Financing Uses						
Interfund Transfers Out	$ 9,373,862	$ 1,660,314	$ -	$ -	$ -	$ 112,500
subtotal	$ 9,373,862	$ 1,660,314	$ -	$ -	$ -	$ 112,500
TOTAL EXPENDITURES	**$ 46,870,681**	**$ 1,660,314**	**$ 14,297,769**	**$ 1,849,681**	**$ 12,904,160**	**$ 4,453,197**
Total Revenues Over/(Under) Expenditures	$ 418,201	$ -	$ -	$ (806)	$ (630,160)	$ (43,915)
Beginning Fund Balance	11,884,700	0	-	23,618	630,160	102,063
ENDING FUND BALANCE	**$ 12,302,900**	**$ 0**	**$ -**	**$ 22,812**	**$ 0**	**$ 58,148**

Note: The FY 2024 Amended Budget reflects project-length budget balances. Unspent capital project appropriations and corresponding revenue anticipations as of 9/30/2024 will carry forward to the subsequent year's budget through budgeted fund balance.

Major funds: Any fund whose revenues or expenditures, excluding other financing sources and uses, constitute more than 10% of the revenues or expenditures of the appropriated budget should be considered major funds.

In FY 2025, the budgeted General Fund, Capital Projects Fund, and TSPLOST Fund qualify as a major funds; the American Rescue Plan Act Fund and the Greenspace Bond Fund are represented based on qualifications in recent years or community interest.

Consolidated Budget Summary (by Fund)
FY 2025

		Special Revenue Funds						Capital Projects Funds						
	General Fund	Special Events Fund	Opioid Settlement Fund	Confiscated Assets Fund	E-911 Fund	American Rescue Plan Act Fund	Hotel/Motel Tax Fund	Capital Projects Fund	Greenspace Bond Fund	TSPLOST Fund	Capital Grant Fund	Impact Fees Fund	Revenue Bond Fund	Total
REVENUES														
Taxes														
Property Taxes	$ 21,335,099	$ -	$ -	$ -	$ -	$ -	$ -	$ 110,000	$ 1,730,875	$ -	$ -	$ -	$ -	$ 23,175,974
Sales & Use Taxes	15,194,841	-	-	-	-	-	67,000	-	-	8,874,000	-	-	-	24,135,841
Business & Other Taxes	5,373,932	-	-	-	-	-	-	-	3,000	-	-	-	-	5,376,932
Licenses & Permits	1,473,875	-	-	-	-	-	-	-	-	-	-	-	-	1,473,875
Intergovernmental Revenues	5,000	-	-	-	-	1,610,314	-	-	-	2,400,000	440,000	-	-	4,455,314
Charges for Services	676,942	35,000	-	-	1,050,000	-	-	-	-	-	-	972,500	-	2,734,442
Fines & Forfeitures	787,500	-	25,000	-	-	-	-	-	-	-	-	-	-	812,500
Investment Income	2,085,240	-	-	-	-	50,000	-	-	115,000	1,000,000	-	-	-	3,250,240
Contributions & Donations	-	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Miscellaneous Revenue	260,953	2,500	-	-	-	-	-	-	-	-	-	-	-	263,453
subtotal	$ 47,193,382	$ 47,500	$ 25,000	$ -	$ 1,050,000	$ 1,660,314	$ 67,000	$ 110,000	$ 1,848,875	$ 12,274,000	$ 440,000	$ 972,500	$ -	$ 65,688,571
Other Financing Sources														
Proceeds From Sale Of Assets	$ 50,000	$ -	-	$ -	$ -	$ -	$ -	$ 4,900,000	$ -	$ -	$ -	$ -	$ -	$ 4,950,000
Interfund Transfers In	45,500	111,882	-	-	-	-	-	9,287,769	-	-	-	-	1,695,400	11,140,551
subtotal	$ 95,500	$ 111,882	$ -	$ -	$ -	$ -	$ -	$ 14,187,769	$ -	$ -	$ -	$ -	$ 1,695,400	$ 16,090,551
TOTAL REVENUES	**$ 47,288,882**	**$ 159,382**	**$ 25,000**	**$ -**	**$ 1,050,000**	**$ 1,660,314**	**$ 67,000**	**$ 14,297,769**	**$ 1,848,875**	**$ 12,274,000**	**$ 440,000**	**$ 972,500**	**$ 1,695,400**	**$ 81,779,121**
EXPENDITURES (by Function)														
General Government	$ 6,787,102	$ -	$ -	$ -	$ -	$ -	$ -	$ 516,443	$ -	$ -	$ -	$ -	$ -	$ 7,303,545
Judicial	561,339	-	-	-	-	-	-	-	-	-	-	-	-	561,339
Public Safety	19,313,709	-	25,000	-	1,050,000	-	-	917,460	-	-	-	137,000	-	21,443,169
Public Works	3,849,553	-	-	-	-	-	-	3,107,140	-	12,904,160	440,000	121,000	-	20,421,853
Culture & Recreation	2,613,098	203,297	-	-	-	-	-	8,799,064	135,000	-	-	669,000	-	12,419,459
Housing & Development	2,910,184	-	-	-	-	-	-	133,222	-	-	-	-	-	3,043,406
Debt Service	-	-	-	-	-	-	-	-	1,714,681	-	-	-	1,695,400	3,410,081
Contingency	371,256	-	-	-	-	-	-	416,440	-	-	-	-	-	787,696
Initiatives	1,090,578	-	-	-	-	-	-	408,000	-	-	-	-	-	1,498,578
subtotal	$ 37,496,819	$ 203,297	$ 25,000	$ -	$ 1,050,000	$ -	$ -	$ 14,297,769	$ 1,849,681	$ 12,904,160	$ 440,000	$ 927,000	$ 1,695,400	$ 70,889,125
Other Financing Uses														
Interfund Transfers Out	$ 9,373,862	$ -	$ -	$ -	$ -	$ 1,660,314	$ 67,000	$ -	$ -	$ -	$ -	$ 45,500	$ -	$ 11,146,676
subtotal	$ 9,373,862	$ -	$ -	$ -	$ -	$ 1,660,314	$ 67,000	$ -	$ -	$ -	$ -	$ 45,500	$ -	$ 11,146,676
TOTAL EXPENDITURES	**$ 46,870,681**	**$ 203,297**	**$ 25,000**	**$ -**	**$ 1,050,000**	**$ 1,660,314**	**$ 67,000**	**$ 14,297,769**	**$ 1,849,681**	**$ 12,904,160**	**$ 440,000**	**$ 972,500**	**$ 1,695,400**	**$ 82,035,801**
Total Revenues Over/(Under) Expenditures	418,201	(43,915)	-	-	-	-	-	-	(806)	(630,160)	-	-	-	(256,680)
Beginning Fund Balance	11,884,700	43,916	-	44,567	0	0	-	-	23,618	630,160	893	(0)	12,688	12,640,542
ENDING FUND BALANCE	**$ 12,302,900**	**$ 1**	**$ -**	**$ 44,567**	**$ 0**	**$ 0**	**$ -**	**$ -**	**$ 22,812**	**$ 0**	**$ 893**	**$ (0)**	**$ 12,688**	**$ 12,383,862**

General Fund

General Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Taxes						
Property Taxes	$ 18,684,718	$ 19,133,656	$ 19,965,890	$ 21,335,099	$ 1,369,209	6.9
Sales & Use Taxes	12,408,193	13,683,918	14,470,956	15,194,841	723,885	5.0
Business & Other Taxes	4,466,162	4,785,076	5,159,520	5,373,932	214,412	4.2
Licenses & Permits	1,783,318	1,415,856	1,502,174	1,473,875	(28,299)	(1.9)
Intergovernmental Revenues	9,080	6,000	10,540	5,000	(5,540)	(52.6)
Charges for Services	848,164	824,207	690,043	676,942	(13,101)	(1.9)
Fines & Forfeitures	643,863	713,410	750,000	787,500	37,500	5.0
Investment Income	190,802	1,599,898	2,685,709	2,085,240	(600,469)	(22.4)
Contributions & Donations	26,293	15,062	22,000	-	(22,000)	(100.0)
Miscellaneous Revenue	444,689	442,597	408,637	260,953	(147,684)	(36.1)
subtotal	$ 39,505,282	$ 42,619,679	$ 45,665,469	$ 47,193,382	$ 1,527,913	3.3
Other Financing Sources						
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 50,000	$ 2,232	4.7
Interfund Transfers In	10,083,432	1,154,191	448,948	45,500	(403,448)	(89.9)
subtotal	$ 10,135,232	$ 1,182,545	$ 496,716	$ 95,500	$ (401,216)	(80.8)
TOTAL REVENUES	**$ 49,640,514**	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 1,126,697**	**2.4**
EXPENDITURES (by Department)						
Mayor & Council	$ 131,116	$ 148,427	$ 214,086	$ 214,633	$ 547	0.3
City Clerk	355,889	169,977	237,000	203,557	(33,443)	(14.1)
City Manager	828,493	871,070	975,453	998,129	22,676	2.3
Elections	-	29,359	67,291	5,006	(62,285)	(92.6)
General Administration	45,708	75,601	66,304	46,358	(19,946)	(30.1)
Finance	614,076	741,461	952,209	1,049,745	97,536	10.2
Legal	417,092	555,840	715,000	550,000	(165,000)	(23.1)
Information Services	1,139,336	1,340,967	2,002,709	2,091,978	89,269	4.5
Human Resources	416,839	460,459	605,710	663,238	57,528	9.5
Risk Management	307,567	343,596	359,154	410,300	51,146	14.2
General Government Buildings	226,853	319,694	311,653	359,800	48,147	15.4
Communications	333,023	340,854	495,931	554,158	58,227	11.7
Community Outreach & Engagement	52,869	-	-	-	-	-
Municipal Court	369,984	402,675	486,384	561,339	74,955	15.4
Police	5,753,577	6,521,143	7,862,444	8,481,761	619,317	7.9
Fire	8,113,366	9,060,053	9,726,238	10,831,948	1,105,710	11.4
Public Works	2,555,318	2,798,231	3,244,493	3,489,753	245,260	7.6
Parks & Recreation (Active)	1,326,321	1,655,006	2,024,615	2,336,441	311,826	15.4
Passive Parks/Greenspace	84,300	165,767	226,633	276,657	50,024	22.1
Community Development	1,694,407	2,141,995	2,587,955	2,910,184	322,229	12.5
Economic Development	11,365	-	-	-	-	-
Contingency	-	-	-	371,256	371,256	-
M&O Initiatives	-	-	-	1,090,578	1,090,578	-
subtotal	$ 24,777,498	$ 28,142,175	$ 33,161,262	$ 37,496,819	$ 4,335,557	13.1
Other Financing Uses						
Interfund Transfers Out	$ 23,552,535	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ (6,475,210)	(40.9)
subtotal	$ 23,552,535	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ (6,475,210)	(40.9)
TOTAL EXPENDITURES	**$ 48,330,033**	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ (2,139,653)**	**(4.4)**
Total Revenues Over/(Under) Expenditures	$ 1,310,481	$ 984,568	$ (2,848,149)	$ 418,201		
Beginning Fund Balance	12,437,800	13,748,281	14,732,849	11,884,700		
ENDING FUND BALANCE	**$ 13,748,281**	**$ 14,732,849**	**$ 11,884,700**	**$ 12,302,900**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
TAXES						
Property Taxes:						
Real Property Tax - Current Year	$ 13,103,006	$ 13,764,321	$ 14,990,262	$ 16,049,296	$ 1,059,034	7.1
Public Utility Tax	121,319	123,347	136,215	140,698	4,483	3.3
Real Property Tax - Prior Year	46,384	88,378	50,000	50,000	-	-
Personal Property Tax - Current Year	196,629	164,802	161,734	201,534	39,800	24.6
Personal Property Tax - Prior Year	10,166	3,035	3,500	3,500	-	-
Motor Vehicle Tax	41,604	33,639	26,853	23,495	(3,358)	(12.5)
Title Ad Valorem Tax (TAVT)	1,971,696	2,174,033	2,000,000	2,100,000	100,000	5.0
Alternative Ad Valorem Tax (AAVT)	7,381	7,299	6,000	7,300	1,300	21.7
Intangible Tax	626,124	296,826	270,000	285,000	15,000	5.6
Real Estate Transfer Tax	234,914	153,352	134,640	144,000	9,360	7.0
Franchise Fees						
Electric	1,345,123	1,367,259	1,265,210	1,380,000	114,790	9.1
Gas	413,773	430,541	417,960	470,000	52,040	12.5
Cable	483,784	441,334	425,352	400,000	(25,352)	(6.0)
Telephone	15,638	18,052	22,952	17,000	(5,952)	(25.9)
Cell/Fiber/Telecommunications	67,178	67,438	55,212	63,276	8,064	14.6
subtotal	18,684,718	19,133,656	19,965,890	21,335,099	1,369,209	6.9
Sales & Use Taxes:						
Local Option Sales Tax	$ 11,981,683	$ 13,241,883	$ 14,010,000	$ 14,710,500	$ 700,500	5.0
Alcohol Beverage Excise	425,977	441,450	460,706	483,741	23,035	5.0
Fireworks Excise Tax	533	585	250	600	350	140.0
subtotal	12,408,194	13,683,918	14,470,956	15,194,841	723,885	5.0
Business Taxes:						
Business & Occupation Tax	$ 985,143	$ 1,009,990	$ 1,173,720	$ 1,208,932	$ 35,212	3.0
Insurance Premium Tax	3,380,875	3,662,507	3,850,000	4,042,500	192,500	5.0
Financial Institutions Tax	38,813	48,792	75,000	70,000	(5,000)	(6.7)
subtotal	4,404,831	4,721,290	5,098,720	5,321,432	222,712	4.4
Other Taxes:						
Penalties & Interest On Delinquent Taxes	$ 38,866	$ 47,609	$ 43,000	$ 36,500	$ (6,500)	(15.1)
Penalties & Interest On Alcoholic Beverage Excise Tax	956	1,579	300	1,000	700	233.3
Penalties & Interest On Business & Occupation Tax	21,508	14,597	17,500	15,000	(2,500)	(14.3)
subtotal	61,331	63,786	60,800	52,500	(8,300)	(13.7)
TOTAL TAXES	**$ 35,559,072**	**$ 37,602,650**	**$ 39,596,366**	**$ 41,903,872**	**$ 2,307,506**	**5.8**
LICENSES & PERMITS						
Alcohol Beverage Licenses	$ 185,630	$ 235,982	$ 239,267	$ 235,000	$ (4,267)	(1.8)
Advertising Fee	3,000	3,800	3,000	3,000	-	-
Pouring Permit	7,798	6,490	8,000	6,500	(1,500)	(18.8)
Public Facilities Alcohol Permit	710	550	600	600	-	-
Solicitation Permit	-	-	500	500	-	-
Zoning & Land Use Permits	3,450	3,950	7,718	4,000	(3,718)	(48.2)
Land Disturbance Permits	331,286	145,067	85,125	59,535	(25,590)	(30.1)
Modification	-	400	1,000	1,050	50	5.0
Variance	7,700	7,475	7,166	7,525	359	5.0
Seasonal & Special Events	1,350	2,450	900	945	45	5.0

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Sign Permits	7,024	6,059	5,202	5,462	260	5.0
Personal Transportation Vehicle Permit	-	315	-	500	500	-
Film & Media Permit Fee	1,800	1,150	1,000	1,050	50	5.0
Tree Removal Permit	13,750	17,245	12,103	12,708	605	5.0
Building Permits	1,216,341	982,084	1,125,793	1,130,000	4,207	0.4
NPDES Fees	1,194	-	500	500	-	-
Right of Way Encroachment Fees	-	-	2,000	2,000	-	-
Penalties & Interest On Delinquent Licenses & Permits	2,285	2,839	2,300	3,000	700	30.4
TOTAL LICENSES & PERMITS	**$ 1,783,318**	**$ 1,415,856**	**$ 1,502,174**	**$ 1,473,875**	**$ (28,299)**	**(1.9)**
INTERGOVERNMENTAL REVENUES						
Federal Government Grants	$ 2,980	$ -	$ 5,540	$ -	$ (5,540)	(100.0)
Local Government Grants	6,100	6,000	5,000	$ 5,000	-	-
TOTAL INTERGOVERNMENTAL GRANTS	**$ 9,080**	**$ 6,000**	**$ 10,540**	**$ 5,000**	**$ (5,540)**	**(52.6)**
CHARGES FOR SERVICES						
Administrative Fees	$ 267,528	$ 122,389	$ 115,949	$ 117,468	$ 1,519	1.3
Planning & Development Fees	226,232	221,374	210,030	131,780	(78,250)	(37.3)
Open Records Fees	6,696	6,369	7,500	1,000	(6,500)	(86.7)
Other Charges For Services	87,208	12,622	3,800	300	(3,500)	(92.1)
Special Police Services Fees	8,125	825	10,326	10,500	174	1.7
Special Fire Services Fees	24,058	24,950	20,323	20,850	527	2.6
Fingerprinting Fee	19,425	16,165	15,000	15,000	-	-
Medical Reimbursement (E911)	-	527	-	-	-	-
Other Public Safety Fees	360	480	600	600	-	-
Background Check Fees	10,395	8,615	10,000	8,000	(2,000)	(20.0)
Activity Fees	197,776	409,681	296,365	371,294	74,929	25.3
Other Charges For Services	360	210	150	150	-	-
TOTAL CHARGES FOR SERVICES	**$ 848,164**	**$ 824,207**	**$ 690,043**	**$ 676,942**	**$ (13,101)**	**(1.9)**
FINES & FORFEITURES						
Court Fines & Forfeitures	$ 643,863	$ 712,235	$ 750,000	$ 787,500	$ 37,500	5.0
Proceeds from Sale of Confiscated Property	-	1,175	-	-	-	-
TOTAL FINES & FORFEITURES	**$ 643,863**	**$ 713,410**	**$ 750,000**	**$ 787,500**	**$ 37,500**	**5.0**
INVESTMENT INCOME						
Interest Revenues	$ 67	$ -	$ 288	$ 346	$ 58	20.1
Interest Income - Leases	33,204	35,847	35,421	34,894	(527)	(1.5)
Realized Gain Or Loss	157,531	1,564,052	2,650,000	2,050,000	(600,000)	(22.6)
TOTAL INVESTMENT INCOME	**$ 190,802**	**$ 1,599,898**	**$ 2,685,709**	**$ 2,085,240**	**$ (600,469)**	**(22.4)**
CONTRIBUTIONS & DONATIONS						
Donation Revenues	$ 26,293	$ 15,062	$ 22,000	$ -	$ (22,000)	(100.0)
TOTAL CONTRIBUTIONS & DONATIONS	**$ 26,293**	**$ 15,062**	**$ 22,000**	**$ -**	**$ (22,000)**	**(100.0)**
MISCELLANEOUS REVENUE						
Rents & Royalties	$ 186,999	$ 229,905	$ 249,497	$ 126,450	$ (123,047)	(49.3)
Facility Rentals	61,339	104,867	112,750	107,503	(5,247)	(4.7)
Reimbursement For Damaged Property	33,062	61,646	16,200	-	(16,200)	(100.0)
Other Miscellaneous Revenue	163,288	46,179	30,190	27,000	(3,190)	(10.6)
TOTAL MISCELLANEOUS REVENUE	**$ 444,689**	**$ 442,597**	**$ 408,637**	**$ 260,953**	**$ (147,684)**	**(36.1)**

General Fund Revenue Detail

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
OTHER FINANCING SOURCES						
Proceeds From Sale Of Assets	$ 51,800	$ 28,354	$ 47,768	$ 50,000	$ 2,232	4.7
Operating Transfers In						
From Operating Grant Fund	-	103,479	1,639	-	(1,639)	(100.0)
From ARPA Fund	10,053,427	1,015,969	406,809	-	(406,809)	(100.0)
From Impact Fees Fund/Admin	-	24,404	30,000	30,000	-	-
From Impact Fees Fund/Law Enforcement	30,005	10,340	10,500	15,500	5,000	47.6
TOTAL OTHER FINANCING SOURCES	**$ 10,135,232**	**$ 1,182,545**	**$ 496,716**	**$ 95,500**	**$ (401,216)**	**(80.8)**
TOTAL REVENUES	**$ 49,640,514**	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 1,126,697**	**2.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

General Fund Expenditures by Category

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 12,229,052	$ 14,272,592	$ 16,599,990	$ 17,709,358	$ 1,109,368	6.7
Employee Benefits	4,598,787	5,149,420	5,935,611	6,405,494	469,883	7.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 16,827,840**	**$ 19,422,012**	**$ 22,535,601**	**$ 24,114,852**	**$ 1,579,251**	**7.0**
MAINTENANCE & OPERATIONS						
Professional Services	$ 1,389,074	$ 1,310,154	$ 1,741,256	$ 1,693,618	$ (47,638)	(2.7)
Property Services	1,399,692	1,513,911	1,728,607	2,224,274	495,667	28.7
Other Purchased Services	3,332,174	3,606,243	4,658,563	5,138,048	479,485	10.3
Supplies	336,611	647,313	643,300	805,498	162,198	25.2
Utilities	678,728	711,614	767,319	794,756	27,437	3.6
Fuel	237,279	236,661	223,442	241,893	18,451	8.3
Capital Outlay	572,477	690,155	853,774	1,012,845	159,071	18.6
Other Costs	3,623	4,112	9,400	9,200	(200)	(2.1)
M&O Initiatives	-	-	-	1,090,578	1,090,578	-
TOTAL MAINTENANCE & OPERATIONS	**$ 7,949,659**	**$ 8,720,163**	**$ 10,625,661**	**$ 13,010,711**	**$ 2,385,050**	**22.4**
OTHER COSTS						
Contingency	$ -	$ -	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ -**	**$ -**	**$ 371,256**	**$ 371,256**	**-**
OTHER FINANCING USES						
Interfund Transfers Out						
To Capital Projects Fund	$ 21,852,185	$ 12,840,456	$ 13,874,954	$ 7,677,455	$ (6,197,499)	(44.7)
To Capital Grant Fund	-	6,000	-	-	-	-
To Revenue Bond Fund	1,650,526	1,649,025	1,650,400	1,649,525	(875)	(0.1)
To Special Events Fund	49,824	-	-	46,882	46,882	-
To Impact Fees Fund	-	-	323,718	-	(323,718)	(100.0)
To TSPLOST Fund	-	180,000	-	-	-	-
TOTAL OTHER FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,849,072**	**$ 9,373,862**	**$ (6,475,210)**	**(40.9)**
TOTAL EXPENDITURES	**$ 48,330,033**	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ (2,139,653)**	**(4.4)**

GENERAL FUND

EXPENDITURES BY DEPARTMENT

Mayor & Council General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 101,389	$ 116,928	$ 148,600	$ 148,600	$ -	-
Stipend	2,760	6,874	15,000	15,000	-	-
Employee Benefits	5,682	6,566	8,433	8,433	-	-
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 109,831**	**$ 130,368**	**$ 172,033**	**$ 172,033**	**$ -**	**-**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 838	$ -	$ -	$ -	-
Printing	196	382	400	400	-	-
Travel	4,630	1,505	15,500	15,500	-	-
Dues & Fees	11,981	12,310	12,653	13,200	547	4.3
Education & Training	2,451	1,536	11,200	11,200	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 19,258**	**$ 16,571**	**$ 39,753**	**$ 40,300**	**$ 547**	**1.4**
SUPPLIES						
General Supplies	$ 644	$ 539	$ 700	$ 700	$ -	-
Food & Meals	1,383	949	1,600	1,600	-	-
TOTAL SUPPLIES	**$ 2,027**	**$ 1,487**	**$ 2,300**	**$ 2,300**	**$ -**	**-**
TOTAL MAYOR & COUNCIL	**$ 131,116**	**$ 148,427**	**$ 214,086**	**$ 214,633**	**$ 547**	**0.3**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

City Clerk General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 93,582	$ 99,151	$ 107,757	$ 112,933	$ 5,176	4.8
Employee Benefits	41,324	43,581	45,523	49,374	3,851	8.5
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 134,906**	**$ 142,731**	**$ 153,280**	**$ 162,307**	**$ 9,027**	**5.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 197,127	$ 5,272	$ 9,000	$ 9,240	$ 240	2.7
Communications	654	652	497	511	14	2.9
Postage	-	-	100	100	-	-
Advertising	658	180	700	700	-	-
Printing	-	17	100	100	-	-
Travel	1,132	432	1,300	2,600	1,300	100.0
Dues & Fees	500	-	110	110	-	-
Education & Training	378	1,120	1,000	1,000	-	-
Maintenance Contracts	19,963	16,787	69,813	26,389	(43,424)	(62.2)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 220,412**	**$ 24,461**	**$ 82,620**	**$ 40,750**	**$ (41,870)**	**(50.7)**
SUPPLIES						
General Supplies	$ 512	$ 821	$ 1,000	$ 500	$ (500)	(50.0)
Food & Meals	59	78	100	-	(100)	(100.0)
TOTAL SUPPLIES	**$ 571**	**$ 899**	**$ 1,100**	**$ 500**	**$ (600)**	**(54.5)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ 1,886	$ -	$ -	$ -	-
TOTAL SUPPLIES	**$ -**	**$ 1,886**	**$ -**	**$ -**	**$ -**	**-**
TOTAL CITY CLERK	**$ 355,889**	**$ 169,977**	**$ 237,000**	**$ 203,557**	**$ (33,443)**	**(14.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Maintenance Contracts is a result of one-time costs associated with codifying the UDC in FY24 ($25,000) as well as the change over to the new MuniCode contract (fees are no longer based on a per page model).

City Manager General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 586,882	$ 636,506	$ 697,472	$ 728,609	$ 31,137	4.5
Employee Benefits	185,966	197,353	211,162	224,746	13,584	6.4
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 772,848**	**$ 833,859**	**$ 908,634**	**$ 953,355**	**$ 44,721**	**4.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 37,578	$ 21,646	$ 45,900	$ 24,500	$ (21,400)	(46.6)
Communications	1,842	1,732	2,154	2,197	43	2.0
Postage	-	-	50	50	-	-
Advertising	-	-	240	240	-	-
Printing	650	248	200	200	-	-
Travel	3,126	764	3,375	1,957	(1,418)	(42.0)
Dues & Fees	3,593	4,291	5,025	5,370	345	6.9
Education & Training	6,784	1,924	7,075	7,375	300	4.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 53,573**	**$ 30,606**	**$ 64,019**	**$ 41,889**	**$ (22,130)**	**(34.6)**
SUPPLIES						
General Supplies	$ -	$ 29	$ 300	$ 309	$ 9	3.0
Food & Meals	1,709	2,746	1,500	1,545	45	3.0
Books & Periodicals	166	60	1,000	1,030	30	3.0
TOTAL SUPPLIES	**$ 1,875**	**$ 2,835**	**$ 2,800**	**$ 2,884**	**$ 84**	**3.0**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ 3,771	$ -	$ -	$ -	-
TOTAL CAPITAL OUTLAYS	**$ -**	**$ 3,771**	**$ -**	**$ -**	**$ -**	**-**
OTHER COSTS						
Payment To Others	$ 197	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 197**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL CITY MANAGER	**$ 828,493**	**$ 871,070**	**$ 975,453**	**$ 998,129**	**$ 22,676**	**2.3**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is a result of the budget for the biennial National Citizen's Survey in FY 2024 that will not recur in FY 2025.

Elections General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ -	$ 7,215	$ 36,495	$ 2,400	$ (34,095)	(93.4)
Employee Benefits	-	13	2,235	125	(2,110)	(94.4)
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ -**	**$ 7,228**	**$ 38,730**	**$ 2,525**	**$ (36,205)**	**(93.5)**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 16,667	$ 8,333	$ -	$ (8,333)	(100.0)
Postage	-	-	41	-	(41)	(100.0)
Advertising	-	1,215	485	1,575	1,090	224.7
Printing	-	-	7,780	-	(7,780)	(100.0)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ -**	**$ 17,983**	**$ 16,639**	**$ 1,575**	**$ (15,064)**	**(90.5)**
SUPPLIES						
General Supplies	$ -	$ 428	$ 7,968	$ 906	$ (7,062)	(88.6)
TOTAL SUPPLIES	**$ -**	**$ 428**	**$ 10,014**	**$ 906**	**$ (9,108)**	**(90.9)**
TOTAL CITY MANAGER	**$ -**	**$ 29,359**	**$ 67,291**	**$ 5,006**	**$ (62,285)**	**(92.6)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The Elections department was established in FY 2023 when the Mayor and Council approved a resolution allowing the City to run its own municipal elections. Initial start-up costs for professional fees and equipment were one-time expenses in FY 2023 that will not recur. In FY 2024 the City incurred the majority of the poll worker/manager expenses during the first city-run election in November 2023. FY 2025 is an off cycle year and only minor expenses related to preparation for the November 2025 election will be incurred.

General Administration General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ -	$ 11,506	$ -	$ -	$ -	-
Postage	7,558	8,500	8,500	8,585	85	1.0
Dues & Fees	1,754	1,713	1,460	2,000	540	37.0
Maintenance Contracts	2,379	5,174	7,894	7,859	(35)	(0.4)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 11,691**	**$ 26,973**	**$ 17,854**	**$ 18,444**	**$ 590**	**3.3**
SUPPLIES						
General Supplies	$ 33,931	$ 48,629	$ 37,450	$ 27,914	$ (9,537)	(25.5)
Food & Meals	86	-	-	-	-	-
TOTAL SUPPLIES	**$ 34,017**	**$ 48,629**	**$ 37,450**	**$ 27,914**	**$ (9,537)**	**(25.5)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ -	$ -	$ 11,000	$ -	$ (11,000)	(100.0)
TOTAL CAPITAL OUTLAYS	**$ -**	**$ -**	**$ 11,000**	**$ -**	**$ (11,000)**	**(100.0)**
TOTAL GENERAL ADMINISTRATION	**$ 45,708**	**$ 75,601**	**$ 66,304**	**$ 46,358**	**$ (19,946)**	**(30.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The decrease in General Supplies is related to the decision to transition to a managed print services model that staff is researching (corresponding increases to Machinery & Equipment will be seen in the Information Services department). This timeline for this project was deferred for a period while IS staff addressed other priority projects.

• The decrease in Machinery & Equipment is related to the one-time expenses associated with the purchase of a folder/inserter machine and will not recur in FY 2025.

Finance General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 377,469	$ 440,222	$ 524,928	$ 550,677	$ 25,749	4.9
Employee Benefits	94,885	127,565	167,506	174,068	6,562	3.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 472,354**	**$ 567,787**	**$ 692,434**	**$ 724,745**	**$ 32,311**	**4.7**
PURCHASED/CONTRACTED SERVICES						
Administrative Fees	$ 4,414	$ 5,188	$ 11,250	$ 11,000	$ (250)	(2.2)
Professional Fees	57,055	63,920	107,500	81,500	(26,000)	(24.2)
Communications	360	452	600	600	-	-
Postage	6,248	6,851	7,000	7,000	-	-
Advertising	2,458	3,297	4,000	2,500	(1,500)	(37.5)
Printing	6,805	6,712	7,600	11,600	4,000	52.6
Travel	931	1,206	-	1,850	1,850	-
Dues & Fees	1,959	1,994	2,150	2,150	-	-
Education & Training	2,523	1,124	2,400	5,950	3,550	147.9
Maintenance Contracts	57,236	76,030	115,500	198,500	83,000	71.9
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 139,988**	**$ 166,775**	**$ 258,000**	**$ 322,650**	**$ 64,650**	**25.1**
SUPPLIES						
General Supplies	$ 436	$ 881	$ 950	$ 750	$ (200)	(21.1)
TOTAL SUPPLIES	**$ 436**	**$ 960**	**$ 950**	**$ 750**	**$ (200)**	**(21.1)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 1,196	$ 5,940	$ 825	$ 1,600	$ 775	93.9
TOTAL CAPITAL OUTLAYS	**$ 1,196**	**$ 5,940**	**$ 825**	**$ 1,600**	**$ 775**	**93.9**
OTHER COSTS						
Interest Due On Tax Refunds	$ 102	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 102**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL FINANCE	**$ 614,076**	**$ 741,461**	**$ 952,209**	**$ 1,049,745**	**$ 97,536**	**10.2**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is associated with one-time implementation costs related to the priority based budgeting software that will not recur in FY25.
- The increase in Maintenance Contracts includes a full year of expenses associated with the migration to a new ERP as well as a full year of expenses associated with the City's priority based budgeting software.

Legal General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 417,092	$ 555,840	$ 715,000	$ 550,000	$ (165,000)	(23.1)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 417,092**	**$ 555,840**	**$ 715,000**	**$ 550,000**	**$ (165,000)**	**(23.1)**
TOTAL LEGAL	**$ 417,092**	**$ 555,840**	**$ 715,000**	**$ 550,000**	**$ (165,000)**	**(23.1)**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The decrease recognized is related to the higher than anticipated costs associated with legal expenses in FY 2024.

Information Services General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 104,862	$ 214,654	$ 265,360	$ 277,888	$ 12,528	4.7
Employee Benefits	34,904	49,961	84,220	89,732	5,512	6.5
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 139,766**	**$ 264,615**	**$ 349,580**	**$ 367,620**	**$ 18,040**	**5.2**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 23,938	$ 62,635	$ 43,800	$ 140,300	$ 96,500	220.3
Equipment Repair & Maintenance	-	-	20,000	-	(20,000)	(100.0)
Communications	47,069	43,712	231,339	188,000	(43,339)	(18.7)
Postage	-	-	250	250	-	-
Advertising	-	214	-	-	-	-
Printing	-	34	-	-	-	-
Travel	-	-	2,100	2,100	-	-
Dues & Fees	-	-	750	800	50	6.7
Education & Training	-	990	18,360	35,000	16,640	90.6
Maintenance Contracts	710,175	720,025	919,565	933,468	13,903	1.5
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 781,182**	**$ 827,610**	**$ 1,236,164**	**$ 1,299,918**	**$ 63,754**	**5.2**
SUPPLIES						
General Supplies	$ -	$ 147	$ 4,000	$ 2,250	$ (1,750)	(43.8)
Food & Meals	-	386	1,000	1,000	-	-
TOTAL SUPPLIES	**$ -**	**$ 532**	**$ 5,000**	**$ 3,250**	**$ (1,750)**	**462.1**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 218,388	$ 248,211	$ 411,965	$ 421,190	$ 9,225	2.2
TOTAL CAPITAL OUTLAYS	**$ 218,388**	**$ 248,211**	**$ 411,965**	**$ 421,190**	**$ 9,225**	**2.2**
TOTAL INFORMATION SERVICES	**$ 1,139,336**	**$ 1,340,967**	**$ 2,002,709**	**$ 2,091,978**	**$ 89,269**	**4.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase to the Professional Fees category is related to one-time implementation costs associated with the migration of on-premise solutions to the cloud, app development consulting fees, and security testing.
- The decrease to the Equipment Repair & Maintenance category is related to one-time repairs made at the PSC in FY 2024 that will not recur in FY 2025.
- The decrease to the Communications category is a result of the decision to utilize a new backup model, condense lines and migrate to a new service provider.
- The increase is Education & Training is associated with added city-wide training related to cyber security and new applications/software.
- Costs in the Machinery & Equipment category include annual hardware warranties as well as inflationary increases being seen related to hardware and software purchases.

Human Resources General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 179,621	$ 198,300	$ 222,246	$ 233,091	$ 10,845	4.9
Employee Benefits	76,216	66,738	72,492	76,427	3,935	5.4
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 255,837**	**$ 265,037**	**$ 294,738**	**$ 309,518**	**$ 14,780**	**5.0**
PURCHASED/CONTRACTED SERVICES						
Administrative Fees	$ 47,000	$ 50,390	$ 53,150	$ 58,547	$ 5,397	10.2
Professional Fees	95,981	88,151	139,687	95,870	(43,817)	(31.4)
Communications	1,145	1,146	1,500	1,152	(348)	(23.2)
Postage	-	-	100	100	-	-
Advertising	3,150	504	1,500	2,000	500	33.3
Printing	-	98	700	728	28	4.0
Travel	2,066	2,546	19,700	21,100	1,400	7.1
Dues & Fees	256	1,187	3,580	6,464	2,884	80.6
Education & Training	199	12,357	46,440	47,640	1,200	2.6
Maintenance Contracts	522	21,106	24,267	32,422	8,155	33.6
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 150,319**	**$ 177,484**	**$ 291,372**	**$ 266,023**	**$ (25,349)**	**(8.7)**
SUPPLIES						
General Supplies	$ 6,045	$ 3,285	$ 4,500	$ 5,000	$ 500	11.1
Food & Meals	4,263	14,653	15,100	10,100	(5,000)	(33.1)
TOTAL SUPPLIES	**$ 10,307**	**$ 17,938**	**$ 19,600**	**$ 15,100**	**$ (4,500)**	**(23.0)**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 375	$ -	$ -	$ -	$ -	-
Machinery & Equipment	-	-	-	72,598	72,598	-
TOTAL CAPITAL OUTLAYS	**$ 375**	**$ -**	**$ -**	**$ 72,598**	**$ 72,598**	**-**
TOTAL HUMAN RESOURCES	**$ 416,839**	**$ 460,459**	**$ 605,710**	**$ 663,238**	**$ 57,528**	**9.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.

• The decrease in Professional Fees is related to the reclassification of costs associated with implementing a new human resource information system (HRIS), see Machinery & Equipment for offsetting increase which also includes updated pricing from the vendor and one-time implementation and training expenses.

Risk Management General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Insurance	$ 306,617	$ 343,596	$ 356,154	$ 410,300	$ 54,146	15.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 306,617**	**$ 343,596**	**$ 356,154**	**$ 410,300**	**$ 54,146**	**15.2**
OTHER COSTS						
Payment To Others	$ 950	$ -	$ 3,000	$ -	$ (3,000)	(100.0)
TOTAL OTHER COSTS	**$ 950**	**$ -**	**$ 3,000**	**$ -**	**$ (3,000)**	**(100.0)**
TOTAL RISK MANAGEMENT	**$ 307,567**	**$ 343,596**	**$ 359,154**	**$ 410,300**	**$ 51,146**	**14.2**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• After accounting for the anticipated annual increase in premiums, as well as added coverage expected in FY 2025, the City projects a 15% increase overall in Risk Management from FY 2024 to FY 2025.

General Government Buildings General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Cleaning Services	$ 48,294	$ 49,239	$ 64,194	$ 66,655	$ 2,461	3.8
Facility Repair & Maintenance	28,407	80,265	47,160	68,910	21,750	46.1
Grounds Repair & Maintenance	46,265	47,388	55,970	76,688	20,718	37.0
Communications	23,592	33,857	1,324	3,500	2,176	164.4
Maintenance Contracts	1,803	4,045	2,783	4,500	1,717	61.7
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 148,361**	**$ 214,794**	**$ 171,431**	**$ 220,252**	**$ 48,821**	**28.5**
SUPPLIES						
General Supplies	$ 10,003	$ 11,254	$ 12,231	$ 13,134	$ 903	7.4
Utilities	65,496	74,013	83,291	87,718	4,427	5.3
TOTAL SUPPLIES	**$ 75,499**	**$ 85,267**	**$ 95,522**	**$ 100,852**	**$ 5,330**	**5.6**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 2,992	$ 18,646	$ 25,307	$ 23,870	$ (1,437)	(5.7)
Machinery & Equipment	-	986	19,393	14,825	(4,568)	(23.6)
TOTAL CAPITAL OUTLAYS	**$ 2,992**	**$ 19,633**	**$ 44,700**	**$ 38,695**	**$ (6,005)**	**(13.4)**
TOTAL GENERAL GOVERNMENT BUILDINGS	**$ 226,853**	**$ 319,694**	**$ 311,653**	**$ 359,800**	**$ 48,147**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increases in the Facility Repair & Maintenance category is associated with facility improvements in Council Chambers as well as exterior painting at the Byrd House.
- The increases in Grounds Repair & Maintenance is related to planned landscaping improvments at City Hall.

Communications General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 222,502	$ 215,445	$ 281,323	$ 294,245	$ 12,922	4.6
Employee Benefits	71,060	86,680	109,648	119,751	10,103	9.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 293,562**	**$ 302,125**	**$ 390,971**	**$ 413,996**	**$ 23,025**	**5.9**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 9,319	$ 6,010	$ 20,160	$ 52,700	$ 32,540	161.4
Communications	1,666	1,700	2,355	650	(1,705)	(72.4)
Postage	-	-	150	150	-	-
Advertising	6,850	3,308	14,270	14,000	(270)	(1.9)
Printing	49	51	2,000	2,000	-	-
Travel	1,132	987	3,400	5,235	1,835	54.0
Dues & Fees	302	295	1,045	1,505	460	44.0
Education & Training	390	750	4,000	7,100	3,100	77.5
Maintenance Contracts	19,002	18,840	49,755	51,831	2,076	4.2
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 38,710**	**$ 31,940**	**$ 97,135**	**$ 135,171**	**$ 38,036**	**39.2**
SUPPLIES						
General Supplies	$ 680	$ 110	$ 1,700	$ 1,591	$ (109)	(6.4)
Food & Meals	65	-	215	250	35	16.3
Uniforms	-	97	160	200	40	25.0
Promotional Items	-	-	3,000	300	(2,700)	(90.0)
TOTAL SUPPLIES	**$ 745**	**$ 208**	**$ 5,075**	**$ 2,341**	**$ (2,734)**	**(53.9)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 6	$ 6,581	$ 2,750	$ 2,650	$ (100)	(3.6)
TOTAL CAPITAL OUTLAYS	**$ 6**	**$ 6,581**	**$ 2,750**	**$ 2,650**	**$ (100)**	**(3.6)**
TOTAL COMMUNICATIONS	**$ 333,023**	**$ 340,854**	**$ 495,931**	**$ 554,158**	**$ 58,227**	**11.7**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase in Professional Fees is related to planned website design upgrades.

Community Outreach & Engagement General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 18,282	$ -	$ -	$ -	$ -	-
Employee Benefits	17,303	-	-	-	-	-
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 35,584**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 1,355	$ -	$ -	$ -	$ -	-
Rental Equipment & Vehicles	1,192	-	-	-	-	-
Communications	806	-	-	-	-	-
Advertising	14	-	-	-	-	-
Printing	120	-	-	-	-	-
Dues & Fees	3,492	-	-	-	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 6,979**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
SUPPLIES						
General Supplies	$ 3,689	$ -	$ -	$ -	$ -	-
Food & Meals	2,875	-	-	-	-	-
Promotional Items	3,667	-	-	-	-	-
TOTAL SUPPLIES	**$ 10,231**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
OTHER COSTS						
Payments To Others	$ 74	$ -	$ -	$ -	$ -	-
TOTAL OTHER COSTS	**$ 74**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL COMMUNITY OUTREACH & ENGAGEMENT	**$ 52,869**	**$ -**	**$ -**	**$ -**	**$ -**	**-**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Municipal Court General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 144,294	$ 110,844	$ 158,929	$ 178,227	$ 19,298	12.1
Employee Benefits	35,355	34,118	45,705	51,057	5,352	11.7
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 179,649**	**$ 144,961**	**$ 204,634**	**$ 229,284**	**$ 24,650**	**12.0**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 122,101	$ 162,370	$ 192,745	$ 212,100	$ 19,355	10.0
Cleaning Services	11,747	11,873	15,450	15,300	(150)	(1.0)
Lawn Care	-	-	2,500	6,500	4,000	160.0
Facility Repair & Maintenance	7,062	3,159	3,000	15,000	12,000	400.0
Grounds Repair & Maintenance	2,250	2,563	2,500	8,000	5,500	220.0
Rental Land & Buildings	-	-	-	-	-	-
Communications	4,283	4,522	1,318	2,300	982	74.5
Postage	1,458	-	700	2,000	1,300	185.7
Advertising	-	-	-	250	250	-
Printing	1,066	1,551	1,017	2,500	1,483	145.8
Travel	895	206	800	3,500	2,700	337.5
Dues & Fees	-	120	100	200	100	100.0
Education & Training	150	790	325	975	650	200.0
Maintenance Contracts	16,745	37,753	38,099	37,180	(919)	(2.4)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 167,757**	**$ 224,904**	**$ 258,554**	**$ 305,805**	**$ 47,251**	**18.3**
SUPPLIES						
General Supplies	$ 1,636	$ 3,645	$ 4,300	$ 9,000	$ 4,700	109.3
Utilities	16,448	15,871	16,300	12,450	(3,850)	(23.6)
Books & Periodicals	228	255	274	300	26	9.5
Uniforms	-	-	500	-	(500)	(100.0)
TOTAL SUPPLIES	**$ 18,311**	**$ 19,771**	**$ 21,374**	**$ 21,750**	**$ 376**	**1.8**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ -	$ 1,944	$ 1,822	$ 2,000	$ 178	9.8
Machinery & Equipment	4,268	11,095	-	2,500	2,500	-
TOTAL CAPITAL OUTLAYS	**$ 4,268**	**$ 13,039**	**$ 1,822**	**$ 4,500**	**$ 2,678**	**147.0**
TOTAL MUNICIPAL COURT	**$ 369,984**	**$ 402,675**	**$ 486,384**	**$ 561,339**	**$ 74,955**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The variance in Salaries & Wages is the result of budgeting for Court Security, additional court dates, and the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.

• The increase in Professional Fees is related to annual increases associated with staffing under the shared Court services IGA with the City of Alpharetta.

• The increase in Facility Repair & Maintenance is related to periodic routine maintenance including fence painting and column repairs which did not occur in FY24 (cost shared with the Police Department).

Police General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 3,240,289	$ 3,806,573	$ 4,655,156	$ 4,962,751	$ 307,595	6.6
Employee Benefits	1,278,074	1,405,503	1,686,959	1,837,504	150,545	8.9
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 4,518,363**	**$ 5,212,076**	**$ 6,342,115**	**$ 6,800,256**	**$ 458,141**	**7.2**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 29,173	$ 51,803	$ 76,676	$ 51,440	$ (25,236)	(32.9)
Cleaning Services	12,845	13,276	18,150	17,150	(1,000)	(5.5)
Lawn Care	750	-	-	2,400	2,400	-
Equipment Repair & Maintenance	1,875	1,937	2,700	5,300	2,600	96.3
Facility Repair & Maintenance	21,096	23,472	20,000	35,000	15,000	75.0
Vehicle Repair & Maintenance	106,833	94,152	97,000	97,000	-	-
Grounds Repair & Maintenance	9,419	7,692	5,000	12,000	7,000	140.0
Communications	99,476	109,743	63,623	49,400	(14,223)	(22.4)
Postage	1,314	220	515	1,500	985	191.3
Advertising	-	679	1,000	750	(250)	(25.0)
Printing	3,383	6,725	4,760	6,300	1,540	32.4
Travel	16,824	22,957	24,129	47,370	23,241	96.3
Dues & Fees	15,534	16,033	28,308	18,508	(9,800)	(34.6)
Education & Training	24,565	38,856	34,800	60,220	25,420	73.0
Maintenance Contracts	444,268	479,391	707,289	887,697	180,408	25.5
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 787,357**	**$ 866,936**	**$ 1,083,950**	**$ 1,292,035**	**$ 208,085**	**19.2**
SUPPLIES						
General Supplies	$ 33,982	$ 66,638	$ 40,250	$ 46,500	$ 6,250	15.5
Utilities	16,448	15,871	15,420	15,420	-	-
Gasoline/Diesel	153,927	144,007	135,000	145,000	10,000	7.4
Food & Meals	2,669	1,544	2,500	2,500	-	-
Books & Periodicals	1,342	1,368	1,820	1,000	(820)	(45.1)
Uniforms	40,501	56,716	60,530	44,000	(16,530)	(27.3)
TOTAL SUPPLIES	**$ 248,868**	**$ 286,145**	**$ 255,520**	**$ 254,420**	**$ (1,100)**	**(0.4)**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 14,816	$ 1,125	$ -	$ 19,000	$ 19,000	-
Machinery & Equipment	184,172	154,862	180,859	116,050	(64,809)	(35.8)
TOTAL CAPITAL OUTLAYS	**$ 198,989**	**$ 155,987**	**$ 180,859**	**$ 135,050**	**$ (45,809)**	**(25.3)**
TOTAL POLICE	**$ 5,753,577**	**$ 6,521,143**	**$ 7,862,444**	**$ 8,481,761**	**$ 619,317**	**7.9**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway, a full year of funding for the full-time Records Clerk position approved in April 2024 (a corresponding decrease will be seen in the Professional Fees category as the department related to removal of funding for external redaction services), and related impacts on the overtime and holiday pay categories.

• The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums. This increase also takes into account unspent benefit related funds that were transferred to the salaries category in FY 2024 to account for higher than forecasted overtime costs.

• The increase in Facility Repair & Maintenance is related to periodic routine maintenance including fence painting and column repairs which did not occur in FY24 (cost shared with the Municipal Court Department).
• Increases in the Travel and Education & Training categories are associated with the release of funding in FY 2024 for other unforeseen expenditures and a return to the planned training schedule and some increases for SWAT and Command level training.
• The increase in Maintenance Contracts is primarily due to the department's in car, body worn, and surveillance camera costs and associated contractual changes and inflationary increases.
• The increase in Furniture & Fixtures is associated with reconfiguring workspaces at the PSC.
• The decrease in Machinery & Equipment is related to the budgeted purchase of an unmanned aerial system (drone) in FY24 that will not recur in FY25.

Fire General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 4,962,619	$ 5,550,393	$ 6,065,645	$ 6,386,577	$ 320,932	5.3
Employee Benefits	1,962,659	2,131,107	2,279,837	2,443,761	163,924	7.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 6,925,278**	**$ 7,681,501**	**$ 8,345,482**	**$ 8,830,337**	**$ 484,855**	**5.8**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 110,953	$ 101,292	$ 151,075	$ 286,634	$ 135,559	89.7
Cleaning Services	10,588	13,072	25,216	24,000	(1,216)	(4.8)
Lawn Care	94	-	-	-	-	-
Equipment Repair & Maintenance	131,621	200,575	175,125	318,250	143,125	81.7
Facility Repair & Maintenance	171,134	451	42,034	40,000	(2,034)	(4.8)
Grounds Repair & Maintenance	20,000	21,595	31,700	37,801	6,101	19.2
Rental Land & Buildings	1,230	2,715	2,000	2,000	-	-
Rental Equipment & Vehicles	4,459	293	-	2,060	2,060	-
Communications	103,193	114,769	27,953	34,662	6,709	24.0
Postage	552	14	750	773	23	3.1
Advertising	557	411	353	787	434	122.9
Printing	1,059	641	853	1,030	177	20.8
Travel	12,011	17,723	38,334	39,387	1,053	2.7
Dues & Fees	11,172	10,909	20,474	19,722	(752)	(3.7)
Education & Training	19,797	13,385	42,319	38,433	(3,886)	(9.2)
Maintenance Contracts	236,889	264,291	347,722	378,692	30,970	8.9
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 835,309**	**$ 762,138**	**$ 905,908**	**$ 1,224,231**	**$ 318,323**	**35.1**
SUPPLIES						
General Supplies	$ 62,754	$ 95,106	$ 89,452	$ 103,346	$ 13,894	15.5
Utilities	67,646	81,072	95,928	109,482	13,554	14.1
Gasoline/Diesel	61,582	74,248	57,728	68,612	10,884	18.9
Food & Meals	2,032	2,942	7,285	7,000	(285)	(3.9)
Books & Periodicals	5,291	3,643	3,226	4,000	774	24.0
Uniforms	71,208	241,670	151,218	282,000	130,782	86.5
TOTAL SUPPLIES	**$ 270,513**	**$ 498,682**	**$ 404,837**	**$ 574,440**	**$ 169,603**	**41.9**
CAPITAL OUTLAYS						
Property	$ -	$ -	$ -	$ -	$ -	-
Machinery & Equipment	61,114	108,667	68,437	163,940	95,503	139.5
Furniture & Fixtures	21,152	9,065	1,574	39,000	37,426	2,377.8
TOTAL CAPITAL OUTLAYS	**$ 82,267**	**$ 117,732**	**$ 70,011**	**$ 202,940**	**$ 132,929**	**189.9**
TOTAL FIRE	**$ 8,113,366**	**$ 9,060,053**	**$ 9,726,238**	**$ 10,831,948**	**$ 1,105,710**	**11.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The increase in Professional Fees is being driven by a full year of anticipated expenses associated with the recently approved ambulance subsidy (there was only one quarter incurred in FY24).
- The increase in Equipment Repair & Maintenance is associated with vehicles/apparatus that are no longer under warranty.
- The increase in Uniforms is being driven by cost increases as well as the timing of standard uniform and turnout gear replacements.
- The increases in Machinery & Equipment and Furniture & Fixtures are associated with outfitting Fire Station 45 and will not recur in FY26.

Public Works General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 762,659	$ 969,184	$ 1,091,868	$ 1,184,136	$ 92,268	8.5
Employee Benefits	290,278	361,288	405,223	452,688	47,465	11.7
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 1,052,937**	**$ 1,330,471**	**$ 1,497,091**	**$ 1,636,823**	**$ 139,732**	**9.3**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 101,528	$ 34,087	$ 97,315	$ 47,386	$ (49,929)	(51.3)
Cleaning Services	8,812	4,231	27,892	23,579	(4,313)	(15.5)
Lawn Care	214,510	253,795	312,000	326,540	14,540	4.7
Equipment Repair & Maintenance	27,769	8,739	24,006	26,894	2,888	12.0
Vehicle Repair & Maintenance	14,739	2,251	15,088	30,603	15,515	102.8
Rental Equipment & Vehicles	-	-	1,854	1,910	56	3.0
Communications	10,066	10,517	6,081	6,264	183	3.0
Postage	7	26	52	53	1	1.9
Advertising	2,931	3,450	3,375	3,500	125	3.7
Printing	121	152	500	200	(300)	(60.0)
Travel	5,333	3,090	8,885	9,148	263	3.0
Dues & Fees	1,173	1,389	4,906	4,735	(171)	(3.5)
Education & Training	4,136	8,665	8,063	8,185	122	1.5
Contract Labor	556,001	581,290	587,855	608,055	20,200	3.4
Maintenance Contracts	19,021	23,821	35,445	89,994	54,549	153.9
Other Purchased Services	43,982	-	5,420	35,914	30,494	562.6
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 1,010,127**	**$ 935,501**	**$ 1,138,737**	**$ 1,222,960**	**$ 84,223**	**7.4**
SUPPLIES						
General Supplies	$ 10,145	$ 15,349	$ 73,517	$ 86,917	$ 13,400	18.2
Utilities	435,571	444,602	455,054	468,706	13,652	3.0
Gasoline/Diesel	12,618	10,168	18,719	19,281	562	3.0
Food & Meals	233	585	1,600	1,600	-	-
Uniforms	2,215	2,295	2,472	2,546	74	3.0
TOTAL SUPPLIES	**$ 460,781**	**$ 472,999**	**$ 551,362**	**$ 579,050**	**$ 27,688**	**5.0**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 29,172	$ 55,759	$ 54,903	$ 47,720	$ (7,183)	(13.1)
TOTAL CAPITAL OUTLAYS	**$ 29,172**	**$ 55,759**	**$ 54,903**	**$ 47,720**	**$ (7,183)**	**(13.1)**
OTHER COSTS						
Payments to Others	$ 2,300	$ 3,500	$ 2,400	$ 3,200	$ 800	33.3
TOTAL OTHER COSTS	**$ 2,300**	**$ 3,500**	**$ 2,400**	**$ 3,200**	**$ 800**	**33.3**
TOTAL PUBLIC WORKS	**$ 2,555,318**	**$ 2,798,231**	**$ 3,244,493**	**$ 3,489,753**	**$ 245,260**	**7.6**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

- The increase in Salaries & Wages and Employee Benefits is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as a full-year of costs associated with the full-time Facility Technician position approved in April 2024.
- The variance in Employee Benefits is the result of the updated forecasts for FY 2025 including the impact of salary related benefits such as 401(a)/457(b) matches, employer provided life/AD&D insurance and disability benefits, and workers' compensation premiums as well as forecasted increases to health insurance premiums.
- The decrease in Professional Fees is associated with the Recycling and Solid Waste Management Plan (RSWMP) that is planned to be completed in FY24 and will not recur in FY25 which is being partially offset by increases to Other Purchased Services for costs associated with implementing the RSWMP.
- The increase in Vehicle Repair & Maintenance is associated with one-time costs related to updating the City vehicle decals to match the new branding approved in FY24 ($10,000) and consideration for inflationary increases.
- The increase in Maintenance Contracts is a result of the department recognizing its share of the N. Fulton Regional Radio System Authority (NFRRSA) fees for its portable radios.
- The increase in General Supplies is associated with the cost of anticipated materials needed for asphalt patching/pot hole repairs and other maintenance handled outside of the paving contract.

Parks & Recreation (Active) General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 283,551	$ 469,109	$ 629,980	$ 667,685	$ 37,705	6.0
Employee Benefits	88,183	126,306	173,542	179,134	5,592	3.2
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 371,734**	**$ 595,416**	**$ 803,522**	**$ 846,819**	**$ 43,297**	**5.4**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 90,702	$ 5,761	$ 12,610	$ 20,675	$ 8,065	64.0
Cleaning Services	30,178	46,737	61,028	63,658	2,630	4.3
Lawn Care	397,274	391,500	402,440	432,330	29,890	7.4
Facility Repair & Maintenance	34,989	93,593	141,300	212,080	70,780	50.1
Vehicle Repair & Maintenance	93	1,189	3,300	5,680	2,380	72.1
Grounds Repair & Maintenance	57,637	74,489	91,866	118,540	26,674	29.0
Rental Land & Buildings	97,099	140,242	114,625	172,110	57,485	50.2
Rental Equipment & Vehicles	10,290	14,652	27,100	25,500	(1,600)	(5.9)
Communications	18,474	27,945	9,990	17,712	7,722	77.3
Postage	28	-	100	150	50	50.0
Advertising	862	1,050	1,420	3,150	1,730	121.8
Printing	1,622	3,475	4,100	16,300	12,200	297.6
Travel	450	3,295	4,125	3,900	(225)	(5.5)
Dues & Fees	4,936	9,424	11,400	18,500	7,100	62.3
Education & Training	688	516	2,700	6,695	3,995	148.0
Contract Labor	55,480	50,709	81,605	72,000	(9,605)	(11.8)
Maintenance Contracts	12,160	12,852	13,907	13,440	(467)	(3.4)
Other Purchased Services	10,835	5,475	5,450	5,000	(450)	(8.3)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 823,798**	**$ 882,903**	**$ 989,066**	**$ 1,207,420**	**$ 218,354**	**22.1**
SUPPLIES						
General Supplies	$ 23,398	$ 50,038	$ 61,771	$ 92,800	$ 31,029	50.2
Utilities	75,294	78,566	96,460	98,100	1,640	1.7
Gasoline/Diesel	1,039	1,637	1,620	2,000	380	23.5
Food & Meals	1,434	7,005	10,700	11,400	700	6.5
Uniforms	-	1,813	2,050	3,500	1,450	70.7
TOTAL SUPPLIES	**$ 101,165**	**$ 139,059**	**$ 172,601**	**$ 207,800**	**$ 35,199**	**20.4**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 2,907	$ 8,184	$ 7,300	$ 9,000	$ 1,700	23.3
Machinery & Equipment	26,718	28,833	48,126	59,402	11,276	23.4
TOTAL CAPITAL OUTLAYS	**$ 29,625**	**$ 37,017**	**$ 55,426**	**$ 68,402**	**$ 12,976**	**23.4**
OTHER COSTS						
Payments to Others	$ -	$ 612	$ 4,000	$ 6,000	$ 2,000	50.0
TOTAL OTHER COSTS	**$ -**	**$ 612**	**$ 4,000**	**$ 6,000**	**$ 2,000**	**50.0**
TOTAL PARKS & RECREATION (ACTIVE)	**$ 1,326,321**	**$ 1,655,006**	**$ 2,024,615**	**$ 2,336,441**	**$ 311,826**	**15.4**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

- **Please see the seven-year Capital Improvement Plan for large-scale improvements planned for active park sites.**

Notable Variances Explained

- The increase in Salaries & Wages is a result of the requested 5% market adjustment to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as adjustments to the seasonal summer positions in the department.
- The increase in Facility Repair & Maintenance is primarily being driven by improvements at Legacy Park including bathroom renovations and fencing repairs or replacement where needed.
- Increases in the Rental Land & Buildings category is associated with the release of funding in FY 2024 for other unforeseen expenditures and the increase in program participation associated with additional rentals.
- Increases in General Supplies is associated with baseball field improvements including sand, infield mix/conditioner, and field chalk/paint.
- The increase in Machinery & Equipment is related to periodic purchases scheduled for FY 2025 including new backstop padding and lacrosse goals.

Passive Parks/Greenspace General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 910	$ -	$ 13,900	$ -	$ (13,900)	(100.0)
Lawn Care	26,567	41,928	78,724	100,740	22,016	28.0
Facility Repair & Maintenance	350	165	1,050	2,050	1,000	95.2
Grounds Repair & Maintenance	50,544	118,011	102,637	149,987	47,350	46.1
Maintenance Contracts	668	668	692	-	(692)	(100.0)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 79,038**	**$ 160,771**	**$ 197,003**	**$ 252,777**	**$ 55,774**	**28.3**
SUPPLIES						
General Supplies	$ 507	$ 2,148	$ 17,334	$ 12,500	$ (4,834)	(27.9)
Utilities	1,825	1,619	4,866	2,880	(1,986)	(40.8)
TOTAL SUPPLIES	**$ 2,332**	**$ 3,768**	**$ 22,200**	**$ 15,380**	**$ (6,820)**	**(30.7)**
CAPITAL OUTLAYS						
Machinery & Equipment	$ 2,929	$ 1,228	$ 7,430	$ 8,500	$ 1,070	14.4
TOTAL CAPITAL OUTLAYS	**$ 2,929**	**$ 1,228**	**$ 7,430**	**$ 8,500**	**$ 1,070**	**14.4**
TOTAL PASSIVE PARKS/GREENSPACE	**$ 84,300**	**$ 165,767**	**$ 226,633**	**$ 276,657**	**$ 50,024**	**22.1**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

- **Please see the seven-year Capital Improvement Plan for large-scale improvements planned for passive park sites.**

Notable Variances Explained

- Increases in Lawn Care are associated with the release of funds for activity categorized as Grounds Repair & Maintenance in FY 2024.
- The increase in Grounds Repair & Maintenance is being driven by one-time expenses associated with tree removal and the house demolition scheduled to occur in FY25 at Lakhapani Preserve.

Community Development General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PERSONAL SERVICES & EMPLOYEE BENEFITS						
Salaries & Wages	$ 1,148,292	$ 1,431,194	$ 1,699,231	$ 1,966,539	$ 267,308	15.7
Employee Benefits	416,898	512,643	643,126	698,695	55,569	8.6
TOTAL PERSONAL SERVICES & EMPLOYEE BENEFITS	**$ 1,565,190**	**$ 1,943,837**	**$ 2,342,357**	**$ 2,665,234**	**$ 322,877**	**13.8**
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 39,898	$ 66,779	$ 43,155	$ 51,727	$ 8,572	19.9
Vehicle Repair & Maintenance	6,189	2,469	5,250	8,600	3,350	63.8
Communications	9,005	10,775	10,710	11,628	918	8.6
Postage	63	12	525	300	(225)	(42.9)
Advertising	4,231	6,184	11,713	10,200	(1,513)	(12.9)
Printing	2,526	2,463	5,775	5,150	(625)	(10.8)
Travel	403	4,070	9,878	11,500	1,622	16.4
Dues & Fees	4,472	18,891	20,937	20,865	(72)	(0.3)
Education & Training	6,437	8,293	24,141	15,935	(8,206)	(34.0)
Maintenance Contracts	38,800	42,588	76,983	67,535	(9,448)	(12.3)
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 112,026**	**$ 162,523**	**$ 209,067**	**$ 203,440**	**$ (5,627)**	**(2.7)**
SUPPLIES						
General Supplies	$ 1,879	$ 2,974	$ 8,103	$ 17,350	$ 9,247	114.1
Gasoline/Diesel	8,113	6,601	10,375	7,000	(3,375)	(32.5)
Food & Meals	1,080	3,172	2,365	2,360	(5)	(0.2)
Books & Periodicals	118	257	1,575	1,800	225	14.3
Uniforms	3,729	2,979	3,938	4,000	62	1.6
TOTAL SUPPLIES	**$ 14,919**	**$ 15,983**	**$ 26,356**	**$ 32,510**	**$ 6,154**	**23.3**
CAPITAL OUTLAYS						
Furniture & Fixtures	$ 817	$ -	$ -	$ -	$ -	-
Machinery & Equipment	1,454	19,652	10,175	9,000	(1,175)	(11.5)
TOTAL CAPITAL OUTLAYS	**$ 2,272**	**$ 19,652**	**$ 10,175**	**$ 9,000**	**$ (1,175)**	**(11.5)**
TOTAL COMMUNITY DEVELOPMENT	**$ 1,694,407**	**$ 2,141,995**	**$ 2,587,955**	**$ 2,910,184**	**$ 322,229**	**12.5**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Notable Variances Explained

• The variance in Salaries & Wages and Employee Benefits reflects the requested 5% market adjust to salaries placeholder that will be allocated based on the compensation and classification study that is underway as well as a full year of salary and benefits related expenses for the Director of Special Projects position that was approved in FY 2024 and a release of funding related to vacancies in FY 2024 (the FY25 budget anticipates a fully staffed department for the entire year and adjustments are based on actuals to-date not prior year budgeted amounts).

Economic Development General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
PURCHASED/CONTRACTED SERVICES						
Professional Fees	$ 2,950	$ -	$ -	$ -	$ -	-
Dues & Fees	7,500	-	-	-	-	-
Education & Training	895	-	-	-	-	-
TOTAL PURCHASED/CONTRACTED SERVICES	**$ 11,345**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
SUPPLIES						
General Supplies	$ 20	$ -	$ -	$ -	$ -	-
TOTAL SUPPLIES	**$ 20**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
TOTAL ECONOMIC DEVELOPMENT	**$ 11,365**	**$ -**	**$ -**	**$ -**	**$ -**	**-**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Other Costs/Financing Uses General Fund Expenditures

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
OTHER COSTS						
Contingencies / Unallocated	$ -	$ -	$ -	$ 371,256	$ 371,256	-
TOTAL OTHER COSTS	**$ -**	**$ -**	**$ -**	**$ 371,256**	**$ 371,256**	**-**
OTHER FINANCING USES						
Interfund Transfers Out						
To Capital Projects Fund	$ 21,852,185	$ 12,840,456	$ 13,874,954	$ 7,677,455	$ (6,197,499)	(44.7)
To Capital Grant Fund	-	6,000	-	-	-	-
To Revenue Bond Fund	1,650,526	1,649,025	1,650,400	1,649,525	(875)	(0.1)
To Special Events Fund	49,824	-	-	46,882	46,882	-
To Confiscated Assets Fund	-	180,000	-	-	-	-
TOTAL OTHER FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,525,354**	**$ 9,373,862**	**$ (6,151,492)**	**(39.6)**
TOTAL OTHER COSTS/FINANCING USES	**$ 23,552,535**	**$ 14,675,481**	**$ 15,525,354**	**$ 9,745,118**	**$ (5,780,236)**	**(37.2)**

Notable Variances Explained

• The decrease in the transfer out to the Capital Projects Fund is being driven by reduced requests for operating funding in FY 2024 as fund balance beyond the City's required reserves was transferred to the Capital Projects Fund in FY 2023.

Maintenance & Operating (M & O) Initiatives Summary

Initiative	FY 2025 Proposed	FY 2026 Impact	FY 2027 Impact	FY 2028 Impact	FY 2029 Impact
CITY CLERK					
Records Clerk (PT)	$ 39,075	$ 40,726	$ 42,559	$ 44,474	$ 46,475
TOTAL CITY CLERK	**$ 39,075**	**$ 40,726**	**$ 42,559**	**$ 44,474**	**$ 46,475**
FINANCE					
Finance Analyst (PT to FT)	$ 57,066	$ 59,634	$ 62,318	$ 65,122	$ 68,052
Payroll and Benefits Analyst (FT)	108,000	112,860	117,939	123,246	128,792
TOTAL FINANCE	**$ 165,066**	**$ 172,494**	**$ 180,256**	**$ 188,368**	**$ 196,844**
INFORMATION SERVICES					
Applications Administrator (FT)	$ 117,750	$ 123,049	$ 128,586	$ 134,372	$ 140,419
GIS Manager (FT)	(65,457)	(65,621)	(65,708)	(65,714)	(65,631)
TOTAL INFORMATION SERVICES	**$ 52,293**	**$ 57,428**	**$ 62,878**	**$ 68,658**	**$ 74,788**
POLICE					
Special Investigations Detective (Task Force) (1 FTE)	$ 113,546	$ 99,720	$ 104,706	$ 109,941	$ 115,438
TOTAL POLICE	**$ 113,546**	**$ 99,720**	**$ 104,706**	**$ 109,941**	**$ 115,438**
FIRE					
Station 45 Staffing (11 FTEs)	$ 536,440	$ 1,191,722	$ 1,245,350	$ 1,301,390	$ 1,359,953
Firefighter Shift Balancing/Relief Factor (1 FTE)	108,328	93,544	97,753	102,152	106,749
TOTAL FIRE	**$ 644,768**	**$ 1,602,557**	**$ 1,676,847**	**$ 1,754,421**	**$ 1,835,421**
PARKS & RECREATION (ACTIVE)					
Outreach & Events Coordinator (PT)	$ 39,650	$ 41,434	$ 43,299	$ 45,247	$ 47,283
Parks Manager (FT)	36,181	131,389	137,302	143,481	149,937
TOTAL PARKS & RECREATION (ACTIVE)	**$ 75,831**	**$ 172,824**	**$ 180,601**	**$ 188,728**	**$ 197,221**
M & O INITIATIVES TOTAL	**$ 1,090,578**	**$ 2,145,748**	**$ 2,247,846**	**$ 2,354,590**	**$ 2,466,187**

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

City Clerk

Part-time Records Clerk

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Freedom of Information Act (FOIA) provides the public the right to request access to records from a government agency. The City Clerk's department is responsible for facilitating all general open records (ORR) request received by the public in accordance with the Georgia Open Records Act. The Clerk's department has experienced a significant increase in volume of ORR received over the last year and additionally, these request are increasing in complexity which increases production time (i.e. document retrieval, compilation, redaction, etc.) In order to handle the increase in volume of ORR"s and conduct the Clerk's departments day to day operations more dedicated manpower is required. A part-time records clerk is being requested to fulfill this immediate need.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Additional staff will process ORR's through the JustFOIA modual, which is equipped with metrics that track the full life cycle of a request, volume received, etc. This additional stall will also provide relief to the City Clerk to allow more dedicated focus to Clerk related responsibilities and promote a better work/life balance.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

As an in-house part-time position, there will be recurring hourly payroll.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	32,500
Benefits	2,275
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	650
Dues & Fees	150
Education & Training	500
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	3,000
Other Equipment	-
	-
	-
	-
	-
TOTAL	**39,075**
Salary/Benefits	34,775
Maintenance & Operating	4,300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	40,726	42,559	44,474	46,475
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	40,726	42,559	44,474	46,475

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Finance

Finance Analyst (PT to FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The reason for the increased position from AP Specialist part-time to Finance Analyst full-time is to provide proper coverage of the position's duties and responsibilities while allowing redundancy of other key positions in the department. Currently, the workload in accounts payable has increased exponentially, with the number of invoices increasing over 17% for the past two years. This in turn creates more paperwork to enter, process and scan at a part-time position that is already being utilized at its limit. This increased position will allow adequate time for accurate data into the system, fewer mistakes during the year and audit season, and additional time to support other areas in the department that need attention.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Effectiveness and efficiency will be significantly improved by this increased position. As we embark on a new ERP system for the department which includes better workflow and document management within the system, I feel this will set the department up for faster response to both our internal and external customers without the support of other areas in the department. Currently, this position is supported by the purchasing department which also is approaching maximum capacity. This position transition to full-time could also allow for time to support the purchasing department interchangeably and less stress on an already short-handed area.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

increase to salary and benefits line and any annual training pertaining to this position. No additional equipment would be needed.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	28,563
Benefits	28,203
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	300
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**57,066**
Salary/Benefits	56,766
Maintenance & Operating	300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	59,634	62,318	65,122	68,052
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	59,634	62,318	65,122	68,052

Notes: This request takes into consideration funding for the current part time position.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Finance

Payroll and Benefits Analyst (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Diverse, Engaged, Healthy Workforce**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The reason for this position is to have a dedicated person on timesheets, payroll, and benefits. Currently, the tasks required to complete a timely payroll are divided among other staff members in conjunction with their daily tasks. Having this dedicated position perform payroll/benefits tasks will reduce errors, the processing of benefits changes, and employee communication between several people and will provide significant time for checks and balances. This dedicated position will focus on payroll daily, thereby allowing others time to make corrections and check the payroll process in sections.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Effectiveness and efficiency will be significantly improved with this new position. As we grow the demands of time and attendance and payroll will grow. This position will serve as the primary point of contact and processing of payroll and benefits.
Having a dedicated person for payroll and benefits will allow the following:
Timely entry of payroll changes (checks and balances can occur daily with improved communications to the approvers for edits or clarification).
Daily monitoring of the benefit entries and employee payroll deductions.
More time will be given to proofing and reviewing payroll prior to submission.
Other staff can lend their attention to other assigned duties in their individual roles.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

There is an increase to the salary and benefits line, computer equipment and any annual training pertaining to this position.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	70,000
Benefits	35,000
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	500
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	2,500
Other Equipment	-
	-
	-
	-
	-
TOTAL	**108,000**
Salary/Benefits	105,000
Maintenance & Operating	3,000

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	112,860	117,939	123,246	128,792
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	112,860	117,939	123,246	128,792

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Information Services

Applications Administrator (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Effective Information Technology**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Information Services department is requesting a new staff position for a Applications Administrator.

This position is going to keep enterprise applications running smoothly and operating properly. The Applications Administrator will troubleshoot issues, fix bugs and maintain applications with regular updates. They will also create new applications or redesign existing programs to meet a particular business need. Documentation is an important part of the job, and this position will write up usage reports and catalog problems encountered with all enterprise applications.

The Applications Administrator will cover issues and get suggestions about improvements for applications, get feedback from users, collaborate with others in the IT department and study system reports. This position will also help implement new applications within the City by providing users with guides or training on how to use specific technologies, features or software programs. They will also be responsible Project Management of new software implementations.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Improvements in end user training and new application adoption.
Improved Application Support ticket resolution and response SLA compliance.
% of application related projects completed on time
% of application support ticket completed within SLA limits

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The base salary for this position is 78,500 for year 1 of the position. The position will not be replacing any of the currently contract IT position with the IS department's manage service provider.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	78,500
Benefits	39,250
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	-
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**117,750**
Salary/Benefits	117,750
Maintenance & Operating	-

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	123,049	128,586	134,372	140,419
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	123,049	128,586	134,372	140,419

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Information Services

GIS Manager (FT)

Supportive of which strategy from the Strategic Plan (required field)

Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Effective Information Technology**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Information Services department is requesting to bring the currently contract GIS Manager position in-house. Bringing this position in-house will help ensure that a critical Information staff position is not impacted by potential contractor issues or changes.

This position will manage the Geographic Information System (GIS) Division of the Information Technology Services Department. The City's GIS is a highly integrated complex enterprise system based on the ESRI platform, which is used as a basis for operations in many City departments. The GIS Manager will be responsible for the overall vision, design, management, and leadership of the City's enterprise GIS program, including the management of the City's GIS technology, services, and geospatial data. Performs technology infrastructure integration design and services administration between GIS and other City business systems such as work management, permitting, document management and financials. The GIS Manager will provide the City with comprehensive planning and system architecture design of GIS database and application systems for all GIS integrated business functions of the city.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

Increase in satisfaction with IS GIS performance
Improved resolution time on GIS requests
Improved project management on GIS project
Higher GIS ticket completion rate- new target 99% resolution and response within new defined SLAs (current consultant does not have SLAs in place for GIS).

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The total estimated salary for the position in year 1 will be a base of 80,000, which will replace the current $171,465 that the City is currently paying for a contract GIS Analyst 1. IS department will still contract a 1/2 time GIS Analyst position to replace the existing 1/2 GIS Manager position that is currently contracted.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	80,000
Benefits	40,000
Professional Fees	-
Repairs & Maintenance	-
Communications	-
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	(185,457)
General Supplies	-
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	-
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	-
	-
	-
	-
	-
TOTAL	**(65,457)**
Salary/Benefits	120,000
Maintenance & Operating	(185,457)

Impact on Future Operating Budgets	FY 2025	FY 2026	FY 2027	FY 2028
Increases Operating Costs	125,400	131,043	136,940	143,102
Decreases Operating Costs	(191,021)	(196,751)	(202,654)	(208,733)
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	(65,621)	(65,708)	(65,714)	(65,631)

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Police

Special Investigations Detective (Task Force) Position

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Safe and Secure Community**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This initiative is for the addition of one (1) Detective to the Police Department's Criminal Investigations Section. This detective would serve a vital role in a special investigations area assigned to a regional task force. This detective will specialize in the investigations of high-priority cases to include burglaries, robberies, narcotic complaints, and more. This detective would be tasked with assisting in all high priority cases to increase resources and manpower through the mutual agreement with the Johns Creek and Forsyth Regional Task Force.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This program would be measured by clearance rates involving our high priority cases. We will also measure success through the effectiveness of complaint processing of quality-of-life issues reported by our citizens.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

Salary and Benefits listed below.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	63,314
Benefits	31,657
Professional Fees	775
Repairs & Maintenance	-
Communications	8,000
Advertising	-
Printing	-
Travel	-
Dues & Fees	-
Education & Training	-
Contract Labor	-
Maintenance Contract	-
General Supplies	4,250
Utilities	-
Gasoline/Diesel	-
Food/Meals	-
Uniforms	2,250
Machinery	-
Vehicles	65,000
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	3,300
Other Equipment	
	-
	-
	-
	-
TOTAL	**178,546**
Salary/Benefits	94,971
Maintenance & Operating	83,575

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	99,720	104,706	109,941	115,438
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	99,720	104,706	109,941	115,438

Notes:
Future operating budgets contain salary and benefits with a 5% increase each year. Salary is based on hiring a 5-year officer which is based on previous hiring averages.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Fire

Station 45 Staffing

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Critical Event Preparedness**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This initiative will provide the remainder of the staffing for Station 45 (one position was filled mid-year per Council approval). The soonest this facility would be open is the Summer of 2025. However, with onboarding, a potential academy for uncertified, etc., the department anticipates the possibility of conducting the hiring at midyear FY25 so the crew is ready to go once the station opens. This initiative is tied into providing more timely service to the center area of the city currently experiencing longer response times to EMS and fire calls. This initiative involves the hiring of 11 additional firefighters and all of the necessary equipment.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This initiative is tied in with the department's ISO rating and the accreditation process. We routinely analyze response data, which drove the need for this station to begin with. NFPA response standards and Milton-specific analytics will be used to ensure proper apparatus placement once this facility is in place.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

This is a personnel initiative so it will have the salary and benefits costs associated with that as well as periodic replacement of uniforms and turnout gear and other individually issued items that have an expiration date. Firefighters are figured at the 5 years' experience rate and FAOs and Captains at the bottom of that salary range. It also assumes that a significant percentage of the personnel will be either an AEMT (3) or Medic (6).

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	190,658
Benefits	94,443
Professional Fees	3,638
Repairs & Maintenance	-
Communications	-
Advertising	
Printing	500
Travel	-
Dues & Fees	5,077
Education & Training	1,100
Contract Labor	-
Maintenance Contract	-
General Supplies	46,200
Utilities	-
Gasoline/Diesel	-
Food/Meals	1,000
Uniforms	190,636
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	3,188
	-
	-
	-
	-
TOTAL	**536,440**
Salary/Benefits	285,101
Maintenance & Operating	251,339

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	1,191,722	1,245,350	1,301,390	1,359,953
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	1,191,722	1,245,350	1,301,390	1,359,953

Notes:
Contemplates hiring staff in July 2025.

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Fire

Firefighter Shift Balancing/Relief Factor (1 FTE)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Sustainability and Resiliency**
Strategic Action Item/Goal:	**Critical Event Preparedness**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This initiative will provide one additional firefighter to balance out the shifts. Milton firefighters work in three rotating shifts to provide adequate coverage, with a minimum shift daily complement of 15. Mandatory training (including 48 hours of advanced-training leave), vacation/sick, FMLA, light duty, and general turnover cause regular absences that are covered by the staffing above that 15 minimum (or overtime when necessary). Two shifts have 19 assigned personnel and one shift only has 18 (it was originally allocated this way with one shift short causing regular issues). This initiative will bring all three shifts into alignment by hiring one additional firefighter and includes all of the necessary equipment.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This initiative is tied in with the department's ISO rating and the accreditation process. We routinely analyze response data and base personnel on this, NFPA response standards and Milton-specific analytics to ensure proper staffing.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

This is a personnel initiative so it will have the salary and benefits costs associated with that as well as periodic replacement of uniforms and turnout gear and other individually issued items that have an expiration date. Firefighters are figured at the 5 years' experience rate. It also assumes the firefighter will be a paramedic.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	59,677
Benefits	29,839
Professional Fees	331
Repairs & Maintenance	-
Communications	
Advertising	
Printing	100
Travel	-
Dues & Fees	462
Education & Training	100
Contract Labor	-
Maintenance Contract	-
General Supplies	100
Utilities	-
Gasoline/Diesel	-
Food/Meals	100
Uniforms	17,328
Machinery	-
Vehicles	-
Furniture/Fixtures	-
Computer Software	-
Computer Hardware	-
Other Equipment	292
	-
	-
	-
	-
TOTAL	**108,328**
Salary/Benefits	89,516
Maintenance & Operating	18,813

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	93,544	97,753	102,152	106,749
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	93,544	97,753	102,152	106,749

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Parks & Recreation (Active)

Outreach & Events Coordinator (PT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Public Land and Resources**
Strategic Action Item/Goal:	**Active Parks and Recreation**

Brief Description of New Program/Service or Improvement of Existing Service Level:

The Community Outreach and Events department has seen a significant growth in the past fourteen months. With attendance records being shattered at every event and new events for our community being added, there is a need to expand our public footprint to create both new and elevated experiences for our community. This part time position would work closely with the Community Outreach Manager to plan and coordinate events. He/she would oversee the development of new event series as well as aide in outreach initiatives in schools, community groups, and internal employee events.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

1. Number of events
2. Quality of events
3. Number of outreach initiatives
4. Number of attendees at events
5. Number of vendors and community partnerships at events

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

Pay increased YoY would apply. Increased cost for new events for the community.

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	28,600
Benefits	5,000
Professional Fees	
Repairs & Maintenance	
Communications	600
Advertising	
Printing	500
Travel	1,000
Dues & Fees	500
Education & Training	1,000
Contract Labor	
Maintenance Contract	
General Supplies	
Utilities	
Gasoline/Diesel	
Food/Meals	
Uniforms	200
Machinery	
Vehicles	
Furniture/Fixtures	
Computer Software	
Computer Hardware	2,250
Other Equipment	
TOTAL	**39,650**
Salary/Benefits	33,600
Maintenance & Operating	6,050

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	41,434	43,299	45,247	47,283
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	41,434	43,299	45,247	47,283

Notes:

CITY OF MILTON

MAINTENANCE & OPERATING INITIATIVE REQUEST FORM

Parks & Recreation (Active)

Parks Manager (FT)

Supportive of which strategy from the Strategic Plan (required field)	
Strategic Priority:	**Public Land and Resources**
Strategic Action Item/Goal:	**Active Parks and Recreation**

Brief Description of New Program/Service or Improvement of Existing Service Level:

This position was initially contemplated in the FY26 budget, in the 5 year forecast. In recent years, the number of parks servicing and providing quality recreational experiences has expanded. This increase in programmed park space (active and/or passive) has created more oversight and management of the space. Currently, the Parks & Recreation Director has served as the expert and direct oversight/decision maker within Parks.

On the horizon, there are several impactful additions to the parks inventory that will drive more staff involvement and resources. The construction of the newest active park is slated to begin in FY25, and having this role in place during that project will prove valuable for this role. It is expected that the Greenprint will be completed and additional Greenspaces will be opened, creating more management of those lands as well.

What measurement will be used to gauge the performance of this new service/program or what current performance measure will be improved through the implementation of this initiative? (this can be a current performance measurement or the addition of a new measurement).

This role would be tasked with creating new measures, specifically related to parks maintenance, to show the level of service at our parks are maintained. The parks-wide maintenance plan will be refined and new SOPs will be created that can be tracked for on-time and accurate completion of critical park tasks.

We currently have surveys that show resident satisfaction for restrooms and programs that take place at the parks. These surveys will be expanded upon to show the impact of the new role, along with ways for staff to continue to provide great facilities for our residents to utilize.

This new role will be tasked with infrastructure upgrades that staff can track, showing the positive impact of the new role. Project/maintenance efficiency metrics will also be created.

Explain any fiscal impact this initiative will have on future budgets and provide actual future year costs below. (example: utilities, maintenance contract costs).

The incorporation of the Parks Manager will have an ongoing increase in salary year-over-year, and vehicle replacement every 5-7 years (depending on mileage and vehicle condition).

Enter Funding Request by Account in the Area Below:

ACCOUNT DESCRIPTION	BUDGET REQUEST
Salary	19,881
Benefits	10,000
Professional Fees	
Repairs & Maintenance	
Communications	600
Advertising	
Printing	
Travel	500
Dues & Fees	400
Education & Training	750
Contract Labor	
Maintenance Contract	
General Supplies	
Utilities	
Gasoline/Diesel	1,500
Food/Meals	
Uniforms	300
Machinery	
Vehicles	45,000
Furniture/Fixtures	
Computer Software	
Computer Hardware	2,250
Other Equipment	
TOTAL	**81,181**
Salary/Benefits	29,881
Maintenance & Operating	51,300

Impact on Future Operating Budgets	FY 2026	FY 2027	FY 2028	FY 2029
Increases Operating Costs	131,389	137,302	143,481	149,937
Decreases Operating Costs	-	-	-	-
Additional Revenues	-	-	-	-
Other	-	-	-	-
Total Operating Impact	131,389	137,302	143,481	149,937

Notes:

General Fund Continuing Operations Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
REVENUES							
Taxes							
Property Taxes	$ 19,133,656	$ 19,965,890	$ 21,335,099	$ 22,036,100	$ 22,788,250	$ 23,570,125	$ 24,381,835
Sales & Use Taxes	13,683,918	14,470,956	15,194,841	15,802,611	16,281,702	16,775,367	17,284,052
Business & Other Taxes	4,785,076	5,159,520	5,373,932	5,612,325	5,861,912	6,148,882	6,423,268
Licenses & Permits	1,415,856	1,502,174	1,473,875	1,788,107	1,799,991	1,603,706	1,576,778
Intergovernmental Revenues	6,000	10,540	5,000	5,000	5,000	5,000	5,000
Charges for Services	824,207	690,043	676,942	685,096	702,640	675,011	680,358
Fines & Forfeitures	713,410	750,000	787,500	790,000	797,900	805,879	813,938
Investment Income	1,599,898	2,685,709	2,085,240	2,034,557	2,033,779	2,082,914	2,381,750
Contributions & Donations	15,062	22,000	-	-	-	-	-
Miscellaneous Revenue	442,597	408,637	260,953	270,324	275,651	280,955	284,866
subtotal	$ 42,619,679	$ 45,665,469	$ 47,193,382	$ 49,024,119	$ 50,546,825	$ 51,947,840	$ 53,831,844
Other Financing Sources							
Proceeds From Sale Of Assets	$ 28,354	$ 47,768	$ 50,000	$ 100,000	$ 100,000	$ 50,000	$ 50,000
Interfund Transfers In	1,154,191	448,948	45,500	-	-	30,000	-
subtotal	$ 1,182,545	$ 496,716	$ 95,500	$ 100,000	$ 100,000	$ 80,000	$ 50,000
TOTAL REVENUES	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 49,124,119**	**$ 50,646,825**	**$ 52,027,840**	**$ 53,881,844**
EXPENDITURES (by Department)							
Mayor & Council	$ 148,427	$ 214,086	$ 214,633	$ 215,029	$ 215,437	$ 215,857	$ 216,290
City Clerk	169,977	237,000	203,557	251,393	262,028	273,138	284,718
City Manager	871,070	975,453	998,129	1,064,243	1,087,890	1,157,855	1,182,541
Elections	29,359	67,291	5,006	42,901	4,773	45,035	4,825
General Administration	75,601	66,304	46,358	47,151	47,967	48,805	49,118
Finance	741,461	952,209	1,049,745	1,254,799	1,303,199	1,363,228	1,413,639
Legal	555,840	715,000	550,000	566,500	583,495	601,000	619,030
Information Services	1,340,967	2,002,709	2,091,978	2,111,701	2,070,035	2,130,137	2,207,118
Human Resources	460,459	605,710	663,238	604,046	635,654	655,980	676,576
Risk Management	343,596	359,154	410,300	455,433	478,205	502,115	527,221
General Government Buildings	319,694	311,653	359,800	313,929	319,528	341,690	351,941
Communications	340,854	495,931	554,158	542,308	564,943	589,410	613,738
Municipal Court	402,675	486,384	561,339	573,997	598,415	628,974	650,374
Police	6,521,143	7,862,444	8,481,761	8,792,913	9,153,963	9,526,734	9,920,784
Fire	9,060,053	9,726,238	10,831,948	12,641,397	13,195,884	13,745,800	14,392,109
Public Works	2,798,231	3,244,493	3,489,753	3,653,681	3,786,978	3,975,917	4,122,343
Parks & Recreation (Active)	1,655,006	2,024,615	2,336,441	2,850,260	3,088,237	3,259,249	3,290,256
Passive Parks/Greenspace	165,767	226,633	276,657	247,051	256,457	267,440	277,400
Community Development	2,141,995	2,587,955	2,910,184	2,810,353	2,932,916	3,085,052	3,218,956
Contingency	-	-	371,256	390,391	405,860	424,134	440,190
M&O Initiatives	-	-	1,090,578	-	-	-	-
subtotal	$ 28,142,175	$ 33,161,262	$ 37,496,819	$ 39,429,475	$ 40,991,864	$ 42,837,549	$ 44,459,166
Other Financing Uses							
Interfund Transfers Out	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ 9,317,682	$ 9,313,168	$ 8,724,467	$ 9,014,721
subtotal	$ 14,675,481	$ 15,849,072	$ 9,373,862	$ 9,317,682	$ 9,313,168	$ 8,724,467	$ 9,014,721
TOTAL EXPENDITURES	**$ 42,817,656**	**$ 49,010,334**	**$ 46,870,681**	**$ 48,747,157**	**$ 50,305,032**	**$ 51,562,016**	**$ 53,473,887**
Total Revenues Over/(Under) Expenditures	$ 984,568	$ (2,848,149)	$ 418,201	$ 376,962	$ 341,793	$ 465,824	$ 407,957
Beginning Fund Balance	13,748,281	14,732,849	11,884,700	12,302,900	12,679,862	13,021,655	13,487,479
ENDING FUND BALANCE	**$ 14,732,849**	**$ 11,884,700**	**$ 12,302,900**	**$ 12,679,862**	**$ 13,021,655**	**$ 13,487,479**	**$ 13,895,437**

General Fund Revenue Detail Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
TAXES							
Property Taxes:							
Real Property Tax - Current Year	$ 13,764,321	$ 14,990,262	$ 16,049,296	$ 16,691,267	$ 17,358,918	$ 18,053,275	$ 18,775,406
Public Utility Tax	123,347	136,215	140,698	144,919	149,267	153,745	158,357
Real Property Tax - Prior Year	88,378	50,000	50,000	50,000	50,000	50,000	50,000
Personal Property Tax - Current Year	164,802	161,734	201,534	209,596	217,979	226,699	235,767
Personal Property Tax - Prior Year	3,035	3,500	3,500	3,500	3,500	3,500	3,500
Motor Vehicle Tax	33,639	26,853	23,495	6,807	4,765	3,669	2,500
Title Ad Valorem Tax (TAVT)	2,174,033	2,000,000	2,100,000	2,121,000	2,142,210	2,163,632	2,185,268
Alternative Ad Valorem Tax (AAVT)	7,299	6,000	7,300	6,000	6,000	6,000	6,000
Intangible Tax	296,826	270,000	285,000	287,850	290,729	293,636	296,572
Real Estate Transfer Tax	153,352	134,640	144,000	145,440	146,894	148,363	149,847
Franchise Fees							
Electric	1,367,259	1,265,210	1,380,000	1,407,600	1,435,752	1,464,467	1,493,756
Gas	430,541	417,960	470,000	488,800	508,352	528,686	549,834
Cable	441,334	425,352	400,000	400,000	400,000	400,000	400,000
Telephone	18,052	22,952	17,000	17,000	17,000	17,000	17,000
Cell/Fiber/Telecommunications	67,438	55,212	63,276	56,322	56,885	57,454	58,028
subtotal	19,133,656	19,965,890	21,335,099	22,036,100	22,788,250	23,570,125	24,381,835
Sales & Use Taxes:							
Local Option Sales Tax	$ 13,241,883	$ 14,010,000	$ 14,710,500	$ 15,298,920	$ 15,757,888	$ 16,230,624	$ 16,717,543
Alcohol Beverage Excise	441,450	460,706	483,741	503,091	523,214	544,143	565,909
Fireworks Excise Tax	585	250	600	600	600	600	600
subtotal	13,683,918	14,470,956	15,194,841	15,802,611	16,281,702	16,775,367	17,284,052
Business Taxes:							
Business & Occupation Tax	$ 1,009,990	$ 1,173,720	$ 1,208,932	$ 1,245,200	$ 1,282,556	$ 1,346,683	$ 1,387,084
Insurance Premium Tax	3,662,507	3,850,000	4,042,500	4,244,625	4,456,856	4,679,699	4,913,684
Financial Institutions Tax	48,792	75,000	70,000	70,000	70,000	70,000	70,000
subtotal	4,721,290	5,098,720	5,321,432	5,559,825	5,809,412	6,096,382	6,370,768
Other Taxes:							
Penalties & Interest On Delinquent Taxes	$ 47,609	$ 43,000	$ 36,500	$ 36,500	$ 36,500	$ 36,500	$ 36,500
Penalties & Interest On Alcoholic Beverage Excise Tax	1,579	300	1,000	1,000	1,000	1,000	1,000
Penalties & Interest On Business & Occupation Tax	14,597	17,500	15,000	15,000	15,000	15,000	15,000
subtotal	63,786	60,800	52,500	52,500	52,500	52,500	52,500
TOTAL TAXES	**$ 37,602,650**	**$ 39,596,366**	**$ 41,903,872**	**$ 43,451,035**	**$ 44,931,864**	**$ 46,494,374**	**$ 48,089,154**
LICENSES & PERMITS							
Alcohol Beverage Licenses	$ 235,982	$ 239,267	$ 235,000	$ 237,350	$ 239,724	$ 242,121	$ 244,542
Advertising Fee	3,800	3,000	3,000	3,000	3,000	3,000	3,000
Pouring Permit	6,490	8,000	6,500	6,500	6,500	6,500	6,500
Public Facilities Alcohol Permit	550	600	600	600	600	600	600
Solicitation Permit	-	500	500	500	500	500	500
Zoning & Land Use Permits	3,950	7,718	4,000	8,000	8,000	4,000	4,000
Land Disturbance Permits	145,067	85,125	59,535	66,679	74,681	78,415	82,336
Modification	400	1,000	1,050	1,103	1,158	1,216	-
Variance	7,475	7,166	7,525	7,901	8,296	8,711	-
Seasonal & Special Events	2,450	900	945	992	1,042	1,094	-
Sign Permits	6,059	5,202	5,462	5,735	6,022	6,323	-
Personal Transportation Vehicle Permits	315	-	500	500	500	500	500
Film & Media Permit Fee	1,150	1,000	1,050	1,103	1,158	1,216	-
Tree Removal Permit	17,245	12,103	12,708	13,344	14,011	14,711	-
Building Permits	982,084	1,125,793	1,130,000	1,430,000	1,430,000	1,230,000	1,230,000
NPDES Fees	-	500	500	500	500	500	500

General Fund Revenue Detail Five-Year Projections

	FY 2023 Total Activity	FY 2024 Amended Budget*	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Right of Way Encroachment Fees	-	2,000	2,000	2,000	2,000	2,000	2,000
Penalties & Interest On Delinquent Licenses & Permits	2,839	2,300	3,000	2,300	2,300	2,300	2,300
TOTAL LICENSES & PERMITS	**$ 1,415,856**	**$ 1,502,174**	**$ 1,473,875**	**$ 1,788,107**	**$ 1,799,991**	**$ 1,603,706**	**$ 1,576,778**
INTERGOVERNMENTAL REVENUES							
Local Government Grants	6,000	5,000	5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
TOTAL INTERGOVERNMENTAL GRANTS	**$ 6,000**	**$ 10,540**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
CHARGES FOR SERVICES							
Administrative Fees	$ 122,389	$ 115,949	$ 117,468	$ 119,018	$ 120,598	$ 122,210	$ 123,854
Planning & Development Fees	221,374	210,030	131,780	147,565	165,241	130,486	130,510
Open Records Fees	6,369	7,500	1,000	1,000	1,000	1,000	1,000
Other Charges For Services	12,622	3,800	300	1,300	300	300	300
Special Police Services Fees	825	10,326	10,500	10,700	10,900	11,100	11,300
Special Fire Services Fees	24,950	20,323	20,850	21,390	21,945	22,515	23,191
Fingerprinting Fee	16,165	15,000	15,000	15,000	15,000	15,000	15,000
Medical Reimbursement (E911)	527	-	-	-	-	-	-
Other Public Safety Fees	480	600	600	600	600	600	600
Background Check Fees	8,615	10,000	8,000	10,000	1,000	1,000	1,000
Activity Fees	409,681	296,365	371,294	358,374	365,906	370,650	373,453
Other Charges For Services	210	150	150	150	150	150	150
TOTAL CHARGES FOR SERVICES	**$ 824,207**	**$ 690,043**	**$ 676,942**	**$ 685,096**	**$ 702,640**	**$ 675,011**	**$ 680,358**
FINES & FORFEITURES							
Court Fines & Forfeitures	$ 712,235	$ 750,000	$ 787,500	$ 790,000	$ 797,900	$ 805,879	$ 813,938
Proceeds from Sale of Confiscated Property	1,175	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	**$ 713,410**	**$ 750,000**	**$ 787,500**	**$ 790,000**	**$ 797,900**	**$ 805,879**	**$ 813,938**
INVESTMENT INCOME							
Interest Revenues	$ -	$ 288	$ 346	$ 415	$ 450	$ 450	$ 450
Interest Income - Leases	35,847	35,421	34,894	34,142	33,329	32,464	31,300
Realized Gain Or Loss	1,564,052	2,650,000	2,050,000	2,000,000	2,000,000	2,050,000	2,350,000
TOTAL INVESTMENT INCOME	**$ 1,599,898**	**$ 2,685,709**	**$ 2,085,240**	**$ 2,034,557**	**$ 2,033,779**	**$ 2,082,914**	**$ 2,381,750**
CONTRIBUTIONS & DONATIONS							
Donation Revenues	$ 15,062	$ 22,000	$ -	$ -	$ -	$ -	$ -
TOTAL CONTRIBUTIONS & DONATIONS	**$ 15,062**	**$ 22,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
MISCELLANEOUS REVENUE							
Rents & Royalties	$ 229,905	$ 249,497	$ 126,450	$ 133,945	$ 137,362	$ 140,909	$ 140,909
Facility Rentals	104,867	112,750	107,503	109,379	111,289	113,046	116,957
Reimbursement For Damaged Property	61,646	16,200	-	-	-	-	-
Other Miscellaneous Revenue	46,179	30,190	27,000	27,000	27,000	27,000	27,000
TOTAL MISCELLANEOUS REVENUE	**$ 442,597**	**$ 408,637**	**$ 260,953**	**$ 270,324**	**$ 275,651**	**$ 280,955**	**$ 284,866**
OTHER FINANCING SOURCES							
Proceeds From Sale Of Assets	$ 28,354	$ 47,768	$ 50,000	$ 100,000	$ 100,000	$ 50,000	$ 50,000
Operating Transfers In							
From Operating Grant Fund	103,479	1,639	-	-	-	-	-
From ARPA Fund	1,015,969	406,809	-	-	-	-	-
From Impact Fees Fund/Admin	24,404	30,000	30,000	-	-	30,000	-
From Impact Fees Fund/Law Enforcement	10,340	10,500	15,500	-	-	-	-
TOTAL OTHER FINANCING SOURCES	**$ 1,182,545**	**$ 496,716**	**$ 95,500**	**$ 100,000**	**$ 100,000**	**$ 80,000**	**$ 50,000**
TOTAL REVENUES	**$ 43,802,224**	**$ 46,162,185**	**$ 47,288,882**	**$ 49,124,119**	**$ 50,646,825**	**$ 52,027,840**	**$ 53,881,844**

Special Revenue Funds

Special Events Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Charges for Services	$ 24,395	$ 19,215	$ 40,777	$ 35,000	$ (5,777)	(14.2)
Investment Income	9	8	-	-	-	-
Contributions & Donations	4,253	8,000	21,888	10,000	(11,888)	(54.3)
Miscellaneous Revenue	625	2,500	2,500	2,500	-	-
subtotal	$ 29,283	$ 29,723	$ 65,165	$ 47,500	$ (17,665)	(27.1)
Other Financing Sources						
Interfund Transfers In	$ 105,671	$ 64,648	$ 62,000	$ 111,882	49,882	80.5
subtotal	$ 105,671	$ 64,648	$ 62,000	$ 111,882	$ 49,882	80.5
TOTAL REVENUES	**$ 134,953**	**$ 94,371**	**$ 127,165**	**$ 159,382**	**$ 32,217**	**25.3**
EXPENDITURES (by Department)						
Parks & Recreation (Active)	$ 103,288	$ 124,967	$ 163,043	$ 203,297	$ 40,254	24.7
TOTAL EXPENDITURES	**$ 103,288**	**$ 124,967**	**$ 163,043**	**$ 203,297**	**$ 40,254**	**24.7**
Total Revenues Over/(Under) Expenditures	$ 31,665	$ (30,596)	$ (35,878)	$ (43,915)		
Beginning Fund Balance	78,724	110,389	79,794	43,916		
ENDING FUND BALANCE	**$ 110,389**	**$ 79,794**	**$ 43,916**	**$ 1**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
ARTISAN FARMER'S MARKET						
Professional Fees	$ 270	$ 180	$ 120	$ 120	$ -	-
Advertising	948	760	1,150	1,150	-	-
Printing	416	466	768	900	132	17.2
General Supplies	-	-	292	300	8	2.7
TOTAL ARTISAN FARMER'S MARKET	**$ 1,634**	**$ 1,406**	**$ 2,330**	**$ 2,470**	**$ 140**	**6.0**
CRABAPPLE FEST						
Professional Fees	$ 20,634	$ 15,660	$ 22,000	$ 23,100	$ 1,100	5.0
Rental Land & Buildings	84	1,055	1,500	1,550	50	3.3
Rental Equipment & Vehicles	30,471	33,616	25,000	27,442	2,442	9.8
Advertising	20	2,005	2,000	2,100	100	5.0
Printing	1,668	651	2,500	2,625	125	5.0
General Supplies	3,354	4,666	2,850	3,000	150	5.3
Food & Meals	1,271	1,035	1,000	1,200	200	20.0
TOTAL CRABAPPLE FEST	**$ 57,502**	**$ 58,687**	**$ 56,850**	**$ 61,017**	**$ 4,167**	**7.3**
CARVIN' IN CRABAPPLE						
Professional Fees	$ 530	$ 600	$ 1,245	$ 2,650	$ 1,405	112.9
Rental Land & Buildings	-	-	60	60	-	-
Rental Equipment & Vehicles	-	-	999	3,500	2,501	250.4
Advertising	350	350	400	400	-	-
Printing	-	585	920	920	-	-
General Supplies	937	1,257	1,181	2,180	999	84.6
Food & Meals	782	1,112	1,500	1,750	250	16.7
Machinery & Equipment	-	-	-	-	-	-
TOTAL CARVIN' IN CRABAPPLE	**$ 2,599**	**$ 3,905**	**$ 6,305**	**$ 11,460**	**$ 5,155**	**81.8**
VETERAN'S DAY						
Professional Fees	$ 120	$ 120	$ -	$ 500	$ 500	-
Rental Equipment & Vehicles	290	345	880	1,200	320	36.4
Advertising	1,157	625	750	750	-	-
Printing	-	-	820	736	(84)	(10.2)
General Supplies	25	206	292	300	8	2.7
Food & Meals	979	1,014	1,125	1,725	600	53.3
TOTAL VETERAN'S DAY	**$ 2,571**	**$ 2,310**	**$ 3,867**	**$ 5,211**	**$ 1,344**	**34.8**
CHRISTMAS IN MILTON						
Professional Fees	$ 1,550	$ 3,315	$ 4,492	$ 6,600	$ 2,108	46.9
Rental Land & Buildings	-	-	75	75	-	-
Rental Equipment & Vehicles	12,290	12,342	19,594	26,540	6,946	35.4
Advertising	406	350	400	400	-	-
Printing	480	441	217	1,100	883	406.9
General Supplies	1,095	1,774	2,437	3,500	1,063	43.6
Food & Meals	2,610	1,508	2,665	3,000	335	12.6
TOTAL CHRISTMAS IN MILTON	**$ 18,431**	**$ 19,730**	**$ 29,880**	**$ 41,215**	**$ 11,335**	**37.9**
PANCAKE BREAKFAST WITH SANTA						
Professional Fees	$ 570	$ 825	$ 895	$ 2,800	$ 1,905	212.8
Rental Equipment & Vehicles	1,430	2,194	1,815	2,000	185	10.2
Advertising	350	350	400	400	-	-
Printing	622	441	135	800	665	492.6
General Supplies	632	555	1,175	500	(675)	(57.4)
Food & Meals	1,785	2,126	2,500	3,000	500	20.0
TOTAL PANCAKE BREAKFAST WITH SANTA	**$ 5,389**	**$ 6,491**	**$ 6,920**	**$ 9,500**	**$ 2,580**	**37.3**
MAYOR'S RUN						
Professional Fees	$ -	$ 800	$ 180	$ -	$ (180)	(100.0)

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Rental Equipment & Vehicles	-	-	750	-	(750)	(100.0)
Advertising	-	350	400	-	(400)	(100.0)
Printing	-	564	1,400	-	(1,400)	(100.0)
Contract Labor	-	4,599	-	-	-	-
General Supplies	-	-	300	-	(300)	(100.0)
Food & Meals	-	-	450	-	(450)	(100.0)
TOTAL MAYOR'S RUN	**$ -**	**$ 6,313**	**$ 3,480**	**$ -**	**$ (3,480)**	**(100.0)**
EARTH DAY						
Professional Fees	$ 1,610	$ 1,060	$ 2,020	$ 2,500	$ 480	23.8
Advertising	-	-	400	400	-	-
Printing	644	577	760	760	-	-
General Supplies	109	636	500	1,000	500	100.0
Food & Meals	541	661	300	300	-	-
TOTAL EARTH DAY	**$ 2,904**	**$ 2,934**	**$ 3,980**	**$ 4,960**	**$ 980**	**24.6**
SPRING EVENTS						
Professional Fees	$ -	$ 550	$ 3,390	$ 4,110	$ 720	21.2
Rental Land & Buildings	-	548	-	300	300	-
Rental Equipment & Vehicles	-	-	500	2,050	1,550	310.0
Advertising	-	350	800	800	-	-
Printing	-	336	1,400	2,500	1,100	78.6
Contract Labor	-	-	-	1,500	1,500	-
General Supplies	3,080	3,775	6,700	7,700	1,000	14.9
Food & Meals	706	-	850	1,100	250	29.4
TOTAL SPRING EVENTS	**$ 3,786**	**$ 5,559**	**$ 13,640**	**$ 20,060**	**$ 6,420**	**47.1**
MEMORIAL DAY						
Professional Fees	$ 610	$ 1,605	$ 2,240	$ 1,500	$ (740)	(33.0)
Rental Land & Buildings	-	-	725	1,000	275	37.9
Rental Equipment & Vehicles	-	4,540	4,750	5,500	750	15.8
Advertising	1,050	700	831	750	(81)	(9.7)
Printing	-	393	1,120	1,120	-	-
General Supplies	48	253	669	400	(269)	(40.2)
Food & Meals	618	168	400	400	-	-
TOTAL MEMORIAL DAY	**$ 2,326**	**$ 7,659**	**$ 10,735**	**$ 10,670**	**$ (65)**	**(0.6)**
SUMMER SERIES						
Professional Fees	$ 570	$ 2,230	$ 2,900	$ 4,000	$ 1,100	37.9
Rental Land & Buildings	-	-	-	60	60	-
Rental Equipment & Vehicles	310	2,295	2,050	3,600	1,550	75.6
Advertising	710	418	800	800	-	-
Printing	-	984	2,160	1,472	(688)	(31.9)
Contract Labor	1,245	-	-	-	-	-
General Supplies	620	1,207	3,300	3,500	200	6.1
Food & Meals	1,599	1,721	2,900	2,500	(400)	(13.8)
TOTAL SUMMER SERIES	**$ 5,054**	**$ 8,856**	**$ 14,110**	**$ 15,932**	**$ 1,822**	**12.9**
VOLUNTEER APPRECIATION						
Professional Fees	$ 390	$ 60	$ 180	$ 180	$ -	-
Rental Equipment & Vehicles	-	-	657	900	243	37.0
Advertising	350	-	-	350	350	-
Printing	-	-	280	350	70	25.0
General Supplies	-	-	1,733	2,800	1,067	61.6
Food & Meals	-	-	2,100	2,350	250	11.9
TOTAL VOLUNTEER APPRECIATION	**$ 740**	**$ 60**	**$ 4,950**	**$ 6,930**	**$ 1,980**	**40.0**
OTHER EVENTS						

Special Events Fund Expenditures By Event

	FY 2022 Actuals	FY 2022 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
Professional Fees	$ -	$ 720	$ 2,532	$ 3,600	$ 1,068	42.2
Rental Equipment & Vehicles	-	-	-	4,200	4,200	-
Advertising	-	-	744	800	56	7.5
Printing	302	-	920	1,272	352	38.3
General Supplies	50	337	1,200	2,000	800	66.7
Food & Meals	-	-	600	2,000	1,400	233.3
TOTAL OTHER EVENTS	**$ 352**	**$ 1,057**	**$ 5,996**	**$ 13,872**	**$ 7,876**	**131.4**
TOTAL EXPENDITURES	**$ 103,288**	**$ 124,967**	**$ 163,043**	**$ 203,297**	**$ 40,254**	**24.7**

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Opioid Settlement Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Fines & Forfeitures	$ -	$ 23,538	$ 24,758	$ 25,000	$ 242	1.0
Investment Income	-	-	-	-	-	-
TOTAL REVENUES	**$ -**	**$ 23,538**	**$ 24,758**	**$ 25,000**	**$ 242**	**1.0**
EXPENDITURES (by Department)						
Fire	$ -	$ 8,774	$ 39,522	$ 25,000	$ (14,522)	(36.7)
TOTAL EXPENDITURES	**$ -**	**$ 8,774**	**$ 39,522**	**$ 25,000**	**$ (14,522)**	**(36.7)**
Total Revenues Over/(Under) Expenditures	$ -	$ 14,764	$ (14,764)	$ -		
Beginning Fund Balance	-	-	14,764	-		
ENDING FUND BALANCE	**$ -**	**$ 14,764**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Confiscated Assets Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Investment Income - Federal	$ 8	$ 8	$ -	$ -	$ -	-
Investment Income - State	-	-	-	-	-	-
subtotal	$ 8	$ 8	$ -	$ -	$ -	-
TOTAL REVENUES	**$ 8**	**$ 8**	**$ -**	**$ -**	**$ -**	**-**
EXPENDITURES (by Department)						
Police - Federal	$ 7,537	$ 22,625	$ 12,300	$ -	$ (12,300)	(100.0)
Poilce - State	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 7,537**	**$ 22,625**	**$ 12,300**	**$ -**	**$ (12,300)**	**(100.0)**
Total Revenues Over/(Under) Expenditures	$ (7,529)	$ (22,617)	$ (12,300)	$ -		
Beginning Fund Balance	87,014	79,485	56,867	44,567		
ENDING FUND BALANCE	**$ 79,485**	**$ 56,867**	**$ 44,567**	**$ 44,567**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

E-911 Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Charges for Services	$ 1,045,001	$ 1,006,101	$ 1,050,000	$ 1,050,000	$ -	-
TOTAL REVENUES	**$ 1,045,001**	**$ 1,006,101**	**$ 1,050,000**	**$ 1,050,000**	**$ -**	**-**
EXPENDITURES (by Department)						
Police	$ 1,045,001	$ 1,006,101	$ 1,050,000	$ 1,050,000	$ -	-
TOTAL EXPENDITURES	**$ 1,045,001**	**$ 1,006,101**	**$ 1,050,000**	**$ 1,050,000**	**$ -**	**-**
Total Revenues Over/(Under) Expenditures	$ -	$ -	$ -	$ -		
Beginning Fund Balance	-	-	-	-		
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Operating Grant Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Intergovernmental Revenues	$ 160,988	$ 51,143	$ -	$ -	$ -	-
Investment Income	3	5	-	-	-	-
TOTAL REVENUES	**$ 160,991**	**$ 51,148**	**$ -**	**$ -**	**$ -**	**-**
EXPENDITURES (by Department)						
Police	$ 66,461	$ 11,400	$ -	$ -	$ -	-
Interfund Transfers Out						
General Fund	-	103,479	1,639	-	(1,639)	(100.0)
TOTAL EXPENDITURES	**$ 66,461**	**$ 114,879**	**$ 1,639**	**$ -**	**$ (1,639)**	**(100.0)**
Total Revenues Over/(Under) Expenditures	$ 94,530	$ (63,731)	$ (1,639)	$ -		
Beginning Fund Balance	(29,160)	65,370	1,639	0		
ENDING FUND BALANCE	**$ 65,370**	**$ 1,639**	**$ 0**	**$ 0**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

American Rescue Plan (ARP) Act Fund

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Intergovernmental Revenues	$ 10,952,003	$ 1,526,013	$ 223,602	$ 1,610,314	$ 1,386,712	620.2
Investment Income	34,888	163,745	200,000	50,000	(150,000)	(75.0)
TOTAL REVENUES	**$ 10,986,891**	**$ 1,689,758**	**$ 423,602**	**$ 1,660,314**	**$ 1,236,712**	**292.0**
EXPENDITURES (by Department)						
City Clerk	$ 1,367	$ -	$ -	$ -	$ -	-
City Manager	1,810	-	-	-	-	-
Finance	5,871	-	-	-	-	-
Communications	646	-	-	-	-	-
Municipal Court	1,683	-	-	-	-	-
Police	220,210	-	-	-	-	-
Fire	356,151	-	-	-	-	-
Public Works	6,732	-	-	-	-	-
Parks & Recreation (Active)	3,742	-	-	-	-	-
Community Development	15,998	-	-	-	-	-
Interfund Transfers Out						
General Fund	10,053,427	1,015,969	406,809	50,000	(356,809)	(87.7)
Capital Projects Fund	284,365	510,044	215,602	1,610,314	1,394,712	646.9
TOTAL EXPENDITURES	**$ 10,952,003**	**$ 1,526,013**	**$ 622,411**	**$ 1,660,314**	**$ 1,037,903**	**166.8**
Total Revenues Over/(Under) Expenditures	$ 34,889	$ 163,745	$ (198,809)	$ -		
Beginning Fund Balance	176	35,064	198,809	0		
ENDING FUND BALANCE	**$ 35,064**	**$ 198,809**	**$ 0**	**$ 0**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Hotel/Motel Tax Fund Budget Summary

	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget	$ Variance	% Variance
REVENUES						
Sales & Use Taxes	$ 55,847	$ 64,648	$ 62,000	$ 67,000	$ 5,000	8.1
TOTAL REVENUES	**$ 55,847**	**$ 64,648**	**$ 62,000**	**$ 67,000**	**$ 5,000**	**8.1**
EXPENDITURES						
Interfund Transfers Out						
Special Events Fund	$ 55,847	$ 64,648	$ 62,000	$ 67,000	$ 5,000	8.1
TOTAL EXPENDITURES	**$ 55,847**	**$ 64,648**	**$ 62,000**	**$ 67,000**	**$ 5,000**	**8.1**
Total Revenues Over/(Under) Expenditures	$ -	$ -	$ -	$ -		
Beginning Fund Balance	-	-	-	-		
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**		

Note: The FY 2024 Amended Budget reflects amendments pending approval of Mayor and Council.

Capital Projects Funds

Capital Projects Funds Budget Summaries

CAPITAL PROJECTS FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 22,704,288	$ 14,145,483	$ 14,393,884	$ 14,297,769
Expenditures	$ 4,572,663	$ 10,863,046	$ 53,867,827	$ 14,297,769
Total Revenues Over/(Under) Expenditures	$ 18,131,624	$ 3,282,437	$ (39,473,943)	$ -
Beginning Fund Balance	$ 18,059,882	$ 36,191,506	$ 39,473,943	$ (0)
ENDING FUND BALANCE	**$ 36,191,506**	**$ 39,473,943**	**$ (0)**	**$ (0)**

GREENSPACE BOND FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 1,667,320	$ 1,947,791	$ 1,961,525	$ 1,848,875
Expenditures	$ 1,712,681	$ 1,711,034	$ 7,321,254	$ 1,849,681
Total Revenues Over/(Under) Expenditures	$ (45,361)	$ 236,758	$ (5,359,729)	$ (806)
Beginning Fund Balance	$ 5,191,952	$ 5,146,590	$ 5,383,348	$ 23,618
ENDING FUND BALANCE	**$ 5,146,590**	**$ 5,383,348**	**$ 23,618**	**$ 22,812**

The Greenspace Bond Fund accounts for bond proceeds as well as the debt service due on the bond.

TSPLOST FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 8,544,393	$ 10,467,839	$ 15,653,537	$ 12,274,000
Expenditures	$ 3,218,496	$ 4,409,109	$ 46,952,076	$ 12,904,160
Total Revenues Over/(Under) Expenditures	$ 5,325,897	$ 6,058,731	$ (31,298,539)	$ (630,160)
Beginning Fund Balance	$ 20,544,071	$ 25,869,968	$ 31,928,699	$ 630,160
ENDING FUND BALANCE	**$ 25,869,968**	**$ 31,928,699**	**$ 630,160**	**$ 0**

Capital Projects Funds Budget Summaries

CAPITAL GRANT FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 917,844	$ 660,158	$ 3,646,680	$ 440,000
Expenditures	$ 300,893	$ 645,877	$ 4,056,517	$ 440,000
Total Revenues Over/(Under) Expenditures	$ 616,951	$ 14,280	$ (409,837)	$ -
Beginning Fund Balance	$ (220,502)	$ 396,449	$ 410,730	$ 893
ENDING FUND BALANCE	**$ 396,449**	**$ 410,730**	**$ 893**	**$ 893**

IMPACT FEES FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 971,450	$ 830,163	$ 1,079,718	$ 972,500
Expenditures	$ 3,154,541	$ 1,979,480	$ 1,595,046	$ 972,500
Total Revenues Over/(Under) Expenditures	$ (2,183,091)	$ (1,149,317)	$ (515,328)	$ -
Beginning Fund Balance	$ 3,847,736	$ 1,664,645	$ 515,328	$ (0)
ENDING FUND BALANCE	**$ 1,664,645**	**$ 515,328**	**$ (0)**	**$ (0)**

REVENUE BOND FUND	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Amended Budget	FY 2025 Proposed Budget
Revenues	$ 1,673,041	$ 1,741,058	$ 1,650,400	$ 1,695,400
Expenditures	$ 2,631,385	$ 4,442,264	$ 1,650,400	$ 1,695,400
Total Revenues Over/(Under) Expenditures	$ (958,343)	$ (2,701,207)	$ -	$ -
Beginning Fund Balance	$ 3,672,238	$ 2,713,895	$ 12,688	$ 12,688
ENDING FUND BALANCE	**$ 2,713,895**	**$ 12,688**	**$ 12,688**	**$ 12,688**

The Revenue Bond Fund accounts for bond proceeds as well as the debt service due on the bond.

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
All Funding Sources

DEPARTMENT	PROJECT	Estimated Project Cost	Previously Allocated (All Sources)	Available Balance (All Sources)*	FY25-FY31 Requests By Funding Source: FY25-FY31 Operating Transfers	FY25-FY31 TSPLOST Funding	FY25-FY31 Impact Fees	FY25-FY31 Other Funding Sources	Unfunded Amount / (Over)
FINANCE									
	Software Upgrades	$ 320,650	$ 163,640	$ -	$ 157,010	$ -	$ -	$ -	$ -
TOTAL FINANCE		**$ 320,650**	**$ 163,640**	**$ -**	**$ 157,010**	**$ -**	**$ -**	**$ -**	**$ -**
INFORMATION SERVICES									
	Server and Storage Hardware Refresh	$ -	$ 741,113	$ 127,338	$ 374,519	$ -	$ -	$ -	$ -
	Citywide Network Hardware Refresh	-	203,883	90,094	565,096	-	-	-	-
	PC LifeCycle Replacements (Public Safety)	-	165,787	131,767	489,066	-	-	-	-
	PC LifeCycle Replacements (Non Public Safety)	-	145,313	94,874	397,406	-	-	-	-
TOTAL INFORMATION SERVICES		**$ -**	**$ 1,256,097**	**$ 444,073**	**$ 1,826,087**	**$ -**	**$ -**	**$ -**	**$ -**
GENERAL GOVERNMENT BUILDINGS									
	Public Safety Complex Gate	$ 99,200	$ 99,200	$ 99,200	$ -	$ -	$ -	$ -	$ -
	Generators	91,818	91,818	35,306	-	-	-	-	-
TOTAL GENERAL GOVERNMENT BUILDINGS		**$ 191,018**	**$ 191,018**	**$ 134,506**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
POLICE									
	Vehicle Replacement Reserve	$ -	$ 2,953,604	$ 52,057	$ 2,047,220	$ -	$ -	$ -	$ -
	Software Upgrades	258,927	258,927	258,927	-	-	-	-	-
TOTAL POLICE		**$ 258,927**	**$ 3,212,531**	**$ 310,984**	**$ 2,047,220**	**$ -**	**$ -**	**$ -**	**$ -**
FIRE									
	Apparatus/Vehicle Replacement	$ -	$ 7,889,495	$ 1,736,493	$ 3,500,000	$ -	$ 1,050,000	$ -	$ -
	Advanced Life Support	-	496,706	137,035	875,000	-	-	-	-
	Fire Station 45	7,077,916	6,940,916	6,225,895	-	-	137,000	-	-
TOTAL FIRE		**$ 7,077,916**	**$ 15,327,116**	**$ 8,099,422**	**$ 4,375,000**	**$ -**	**$ 1,187,000**	**$ -**	**$ -**
PUBLIC WORKS									
	Gravel Roads Maintenance	$ -	$ 2,026,296	$ 962,978	$ 2,329,200	$ -	$ -	$ -	$ -
	Repair Major Stormwater Structures	-	2,736,795	1,074,576	1,925,000	-	-	-	-
	Pavement Management	-	26,650,881	158,875	16,940,000	-	-	3,850,000	-
	Public Works Yard Improvements	1,108,156	858,156	227,101	250,000	-	-	-	(0)
	Traffic Calming	-	1,733,948	1,377,856	-	-	-	-	-
	Bridge Replacement Program	-	2,347,809	866,454	1,200,000	-	-	-	-
	Sidewalk & Trail Construction & Repair	-	2,162,718	889,085	700,000	-	-	-	-
	Slope Landscaping at Thomas Byrd House	100,000	100,000	45,928	-	-	-	-	-
	Crabapple SE Connector	2,000,000	150,000	130,005	-	-	991,000	-	859,000
	Vehicle Replacement Reserve	-	580,097	169,066	170,000	-	-	-	-
	Connected School Beacons	20,000	20,000	20,000	-			-	-
	Trail Connection to Big Creek Greenway	9,584,000	7,184,000	5,698,542	-	-	-	2,400,000	-
	SR140 @ Green MIL-009	1,060,000	1,060,000	784,730	-	-	-	-	-
	Hopewell @ Bethany MIL-001	4,260,370	4,260,370	0	-	-	-	-	-
	Freemanville @ Birmingham MIL-004	1,990,000	1,990,000	13,135	-	-	-	-	-
	Birmingham Middle Bridge MIL-012	2,803,458	2,803,458	2,592,751	-	-	-	-	-
	Morris Road Widening MIL-031	13,254,595	13,254,595	8,134,340	-	-	-	-	-
	Freemanville @ Redd MIL-010	1,042,582	915,062	588,944	-	127,520	-	-	(0)
	Bethany @ Providence MIL-002	2,200,000	2,200,000	1,908,790	-	-	-	-	-
	Mayfield Road Sidewalks	1,003,128	1,003,128	-	-	-	-	-	-
	Bethany Bend Pedestrian Crossing TS2-2210	318,310	318,310	170,040	-	-	-	-	-
	SR 372 Rapid Rectangular Flashing Beacons TS2-2310	220,450	220,450	200,000	-	-	-	-	
	Cox Road Intersection Improvement TS2-2311	6,200,000	6,200,000	5,581,288	-	-	-	-	
	Webb at Cogburn TS2-2312	800,000	800,000	742,340	-	-	-	-	

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
All Funding Sources

DEPARTMENT	PROJECT	Estimated Project Cost	Previously Allocated (All Sources)	Available Balance (All Sources)*	FY25-FY31 Requests By Funding Source: FY25-FY31 Operating Transfers	FY25-FY31 TSPLOST Funding	FY25-FY31 Impact Fees	FY25-FY31 Other Funding Sources	Unfunded Amount / (Over)
	Milton Comprehensive Transportation Plan TS2-2313	280,000	280,000	14,970	-	-	-	-	-
	Bridge Maintenance TS2-2314	1,153,500	1,153,500	491,013	-	-	-	-	-
	Guardrail Improvements TS2-2315	1,050,000	1,050,000	957,419	-	-	-	-	-
	Bethany Bend Mini Roundabout TS2-2316	1,049,850	1,049,850	77,675	-	-	-	-	-
	Deerfield Area Sidewalks TS2-2317	542,154	542,154	26,432	-	-	-	-	-
	Crabapple Pedestrian Enhancements TS2-2318	1,029,000	1,029,000	380,382	-	-	-	-	-
	TSPLOST II Paving TS2-2319	5,360,000	2,360,000	300,051	-	3,000,000	-	-	-
	Dinsmore Connection TS2-2320	300,000	300,000	271,503	-	-	-	-	-
	SR 372 Area Sidewalks TS2-2321	550,000	365,846	26,432	-	184,154	-	-	-
	SR 372/Crabapple Rd at Green Rd TS2-2410	240,000	40,000	8,850	-	200,000	-	-	-
	Westbrook Bridge TS2-2411	171,500	171,500	136,600	-	-	-	-	-
	GDOT Bridge Projects TS2-2412	250,000	250,000	-	-	-	-	-	-
	Transportation Technology Upgrades TS2-2413	284,463	284,463	1	-	-	-	-	-
	TSPLOST II Program Management	-	6,892,278	6,892,278	-	26,626,476	-	-	-
TOTAL PUBLIC WORKS		**$ 60,225,514**	**$ 97,344,662**	**$ 41,920,429**	**$ 23,514,200**	**$ 30,138,150**	**$ 991,000**	**$ 6,250,000**	**$ 859,000**
PARKS & RECREATION (ACTIVE)									
	Park Land Acquisition	$ -	$ 17,039,205	$ 9,851,555	$ -	$ -	$ 3,509,000	$ -	$ -
	Vehicle Replacement Reserve	-	102,121	42,999	105,000	-	-	-	-
	Turf Field Replacements	-	1,220,000	1,220,000	1,910,000	-	-	-	-
	Providence Park	6,595,297	1,258,908	4,770	2,700,000	-	-	-	2,636,390
	Bell Memorial Park New Turf Field	2,000,000	-	-	1,350,000	-	650,000	-	-
	Legacy Park Parking Lot Upgrades	1,750,000	497,889	497,889	602,111	-	650,000	-	(0)
	Milton City Park and Preserve Facility Imp	3,727,993	2,795,000	1,149,390	932,993	-	-	-	-
	New Active Athletic Complex	20,000,000	15,100,000	15,100,000	-	-	-	4,900,000	-
	Indoor Community Center	13,000,000	-	-	6,700,000	-	-	-	6,300,000
	Cameras	150,000	75,000	75,000	75,000	-	-	-	-
TOTAL PARKS & RECREATION (ACTIVE)		**$ 47,223,290**	**$ 38,088,123**	**$ 27,941,603**	**$ 14,375,104**	**$ -**	**$ 4,809,000**	**$ 4,900,000**	**$ 8,936,389**
PASSIVE PARKS/GREENSPACE									
	Land Conservation	$ -	$ 26,760,821	$ 5,590,576	$ -	$ -	$ -	$ 135,000	$ -
	Site Improvements	-	137,301	30,000	-	-	-	-	-
	Birmingham Park	1,500,000	876,100	730,001	623,900	-	-	-	-
	Mayfield Farm Park	90,000	90,000	90,000	-	-	-	-	-
	Mayfield Road Stormwater Facility	-	80,637	80,637	-	-	-	-	-
	Milton City Park and Preserve Passive Imp	6,120,000	3,644,474	297,574	865,212	-	-	1,610,314	-
	Lackey Road	28,300	28,300	20,000	-	-	-	-	-
TOTAL PASSIVE PARKS/GREENSPACE		**$ 7,738,300**	**$ 31,617,633**	**$ 6,838,788**	**$ 1,489,112**	**$ -**	**$ -**	**$ 1,745,314**	**$ -**
COMMUNITY DEVELOPMENT									
	Tree Recompense	$ -	$ 380,462	$ 35,834	$ -	$ -	$ -	$ -	$ -
	Gateway/Wayfinding Signage & Historic Markers	-	615,185	368,970	250,000	-	-	-	-
	Arnold Mill Small Area Plan	125,000	125,000	-	-	-			
	Winward & Hwy 9 LCI Update	60,000	60,000	60,000	-	-			
	Code Enforcement Software	100,000	100,000	100,000	-	-	-	-	-
	Deerfield Implementation Plan	300,000	300,000	300,000	-	-	-	-	-
	Impact Fees CIE/Methodology Updates	-	127,449	41,851	-	-	150,000	-	-
	Vehicle Replacement Reserve	-	273,344	5,930	232,554	-	-	-	-
TOTAL COMMUNITY DEVELOPMENT		**$ 585,000**	**$ 1,981,440**	**$ 912,585**	**$ 482,554**	**$ -**	**$ 150,000**	**$ -**	**$**
TOTAL CAPITAL IMPROVEMENT PLAN		**$ 123,620,615**	**$ 189,182,260**	**$ 86,602,390**	**$ 48,266,287**	**$ 30,138,150**	**$ 7,137,000**	**$ 12,895,314**	**$**

Capital Improvement Plan
FY2025-FY2031 Funding Requests By Department/Project
Operating Transfers (Pay-As-You-Go) Funding

DEPARTMENT	PROJECT	Available Balance (All Sources)*	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
FINANCE									
	Software Upgrades	$ -	$ 157,010	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FINANCE		**$ -**	**$ 157,010**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INFORMATION SERVICES									
	Server and Storage Hardware Refresh	$ 127,338	$ 109,200	$ 40,000	$ 41,600	$ 43,264	$ 44,995	$ 46,794	$ 48,666
	Citywide Network Hardware Refresh	90,094	94,053	98,293	76,303	75,714	76,304	76,911	67,518
	PC LifeCycle Replacements (Public Safety)	131,767	93,739	59,756	62,009	64,349	67,565	70,159	71,489
	PC LifeCycle Replacements (Non Public Safety)	94,874	62,441	51,801	53,001	54,681	57,775	57,984	59,723
TOTAL INFORMATION SERVICES		**$ 444,073**	**$ 359,433**	**$ 249,850**	**$ 232,913**	**$ 238,008**	**$ 246,639**	**$ 251,848**	**$ 247,396**
POLICE									
	Vehicle Replacement Reserve	$ 258,927	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460	$ 292,460
TOTAL POLICE		**$ 258,927**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**	**$ 292,460**
FIRE									
	Apparatus/Vehicle Replacement	$ 1,736,493	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
	Advanced Life Support	137,035	125,000	125,000	125,000	125,000	125,000	125,000	125,000
TOTAL FIRE		**$ 1,873,527**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**	**$ 625,000**
PUBLIC WORKS									
	Gravel Roads Maintenance	$ 962,978	$ 302,140	$ 311,808	$ 321,786	$ 332,084	$ 342,710	$ 353,677	$ 364,995
	Repair Major Stormwater Structures	1,074,576	275,000	275,000	275,000	275,000	275,000	275,000	275,000
	Pavement Management	158,875	2,020,000	2,020,000	2,020,000	2,720,000	2,720,000	2,720,000	2,720,000
	Public Works Yard Improvement	227,101	250,000	-	-	-	-	-	-
	Bridget Replacement Program	866,454	-	-	-	300,000	300,000	300,000	300,000
	Sidewalk & Trail Construction & Repair	889,085	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Vehicle Replacement Reserve	169,066	50,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL PUBLIC WORKS		**$ 4,348,134**	**$ 2,997,140**	**$ 2,726,808**	**$ 2,736,786**	**$ 3,747,084**	**$ 3,757,710**	**$ 3,768,677**	**$ 3,779,995**
PARKS & RECREATION (ACTIVE)									
	Vehicle Replacement Reserve	$ 42,999	15,000	15,000	15,000	15,000	15,000	15,000	15,000
	Turf Field Replacements	1,220,000	-	-	630,000	320,000	320,000	320,000	320,000
	Providence Park	4,770	-	450,000	450,000	450,000	450,000	450,000	450,000
	Bell Memorial Park New Turf Field	-	510,000	510,000	330,000	-	-	-	-
	Legacy Park Parking Lot Upgrades	497,889	470,000	132,111	-	-	-	-	-
	Milton City Park and PreserveFacility Imp	1,149,390	350,000	300,000	282,993	-	-	-	-
	Indoor Community Center	-	400,000	1,000,000	1,000,000	1,000,000	1,100,000	1,100,000	1,100,000
	Cameras	75,000	75,000	-	-	-	-	-	-
TOTAL PARKS & RECREATION (ACTIVE)		**$ 2,990,048**	**$ 1,820,000**	**$ 2,407,111**	**$ 2,707,993**	**$ 1,785,000**	**$ 1,885,000**	**$ 1,885,000**	**$ 1,885,000**
PASSIVE PARKS/GREENSPACE									
	Birmingham Park	$ 730,001	$ 268,750	$ 355,150	$ -	$ -	$ -	$ -	$ -
	Milton City Park and Preserve Passive Park Impr	297,574	200,000	200,000	200,000	200,000	65,212	-	-
TOTAL PASSIVE PARKS/GREENSPACE		**$ 1,027,575**	**$ 468,750**	**$ 555,150**	**$ 200,000**	**$ 200,000**	**$ 65,212**	**$ -**	**$ -**
COMMUNITY DEVELOPMENT									
	Gateway/Wayfinding Signage & Historic Markers	$ 368,970	$ 100,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
	Vehicle Replacement Reserve	5,930	33,222	33,222	33,222	33,222	33,222	33,222	33,222
TOTAL COMMUNITY DEVELOPMENT		**$ 374,900**	**$ 133,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**	**$ 58,222**
TOTAL CAPITAL IMPROVEMENT PLAN		**$ 11,317,184**	**$ 6,853,015**	**$ 6,914,601**	**$ 6,853,374**	**$ 6,945,774**	**$ 6,930,243**	**$ 6,881,207**	**$ 6,888,073**

* The available balance includes all encumbrances to-date.

PROJECT NAME:	Financial Software Upgrades	Estimated Project Cost:	$320,650
		Estimated Completion:	2024-2025

DEPARTMENT: Finance **Account #:** 300-1510-542401000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Upgrade to City ERP system to allow for improved performance, paperless transactions and workflow approvals. This system should integrate with the City's current approved document management system or provide the same or better document management system that works with the new ERP system.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	320,650
Total Project Cost:	**320,650**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	650

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	162,990

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	163,640	157,010	-	-	-	-	-	-	320,650	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**163,640**	**157,010**	**-**	**-**	**-**	**-**	**-**	**-**	**320,650**	**-**

IMPACT ON OPERATING BUDGET:	A new ERP system will increase the annual maintenance budget for software by approximately $58,000.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	120,000
		Other	-
		Revenues	-
		Total:	**120,000**

PROJECT NAME:	Server and Storage Hardware Refresh	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project is the lifecycle replacement for the City's on-premise server and storage systems at City Hall and the Public Safety Complex.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	613,775

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	127,338

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	127,338

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	741,113	109,200	40,000	41,600	43,264	44,995	46,794	48,666	1,115,632	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**741,113**	**109,200**	**40,000**	**41,600**	**43,264**	**44,995**	**46,794**	**48,666**	**1,115,632**	**-**

IMPACT ON OPERATING BUDGET:	This includes 3 year warranties, City will have to add years 4-6 after initial 3 year term. Expected cost is 6,000 per year.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	6,000
		Other	-
		Revenues	-
		Total:	**6,000**

PROJECT NAME:	Citywide Network Hardware Refresh	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402001

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Upgrade of the network hardware within the City of Milton. Locations will included are: **1. Fire Station 41**- $10,000 (FY 2023-24) single year spend (cycle for funding starts over in 2030) **2. Fire Station 43-** $20,000 (FY 2023-24) single year spend (cycle for funding starts over in 2030) **3. City Hall-** $90,000 (FY 2024) single year spend (cycle for funding starts over in 2030) **4. Public Safety Complex-** $178,000 (27-28) or 32,500/year over 4 years **5. Fire Station 42-** $22,320 (2030) 3,200/year over 5 years **6. Fire Station 45 (new construction)-** $15,000 single year (unknown start date)

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	113,789

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	90,094

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	90,094

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	203,883	94,053	98,293	76,303	75,714	76,304	76,911	67,518	768,979	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-		-	-	-	-	-	-	-	
Funding Source Total:	**203,883**	**94,053**	**98,293**	**76,303**	**75,714**	**75,714**	**76,911**	**67,518**	**768,979**	**-**

IMPACT ON OPERATING BUDGET:	None. Annual Smartnet renewals will either stay the same or decrease.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

Insert picture

Insert description of picture

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	PC LifeCycle Replacements (Public Safety)	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402002

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The request is for the standard replacement of Public Safety departments (Fire and Police) tablets and laptops. This includes all current Public Safety units and does not include estimates for new employees. Below are the define replacement cycles for laptops, desktops, and tablets based Information Services defined PC LIfeCycle Policy.

1. Laptops (Non-Public Safety)= 3 Years
2. Desktops (Non-Public Safety/Public Safety)= 4 Years
3. Laptops (Public Safety)= 4 Years
4. Tablets (Non-Public Safety)= 3 Years
5. Tablets (Public Safety)= 4 Years

Based on user specific requirements some computers/tablets may be upgraded earlier depending on needs of the users. **Note: The police department was initially going to replace tablets/laptops on a 5 year cycle with the vehicles, but there are concerns with the cost of extended warranties and limited support by the 5 year. The estimated cost does not include new docks or mounts for vehicles, which could be included in the cost of the new vehicles as long as mounts match the tablet/laptops IS purchases.**

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	28,207

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	137,581

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	131,767

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	165,787	93,739	59,756	62,009	64,349	67,565	70,159	71,489	654,853	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-								-	
Funding Source Total:	**165,787**	**93,739**	**59,756**	**62,009**	**64,349**	**67,565**	**70,159**	**71,489**	**654,853**	**-**

IMPACT ON OPERATING BUDGET:

Warranties are bundled in hardware cost, but for 4 units there will need to be funds budgeted in operating to cover an extra year since those units were purchased in FY 2023 and we will extend them out to 2028 1 year past the planned replacement cycle. That will allow IS to put all Fire units on the same replacement cycle which decreases management complexity.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	5,400
Other	-
Revenues	-
Total:	**5,400**

Insert picture

Insert description of picture

PROJECT NAME:	PC LifeCycle Replacements (Non Public Safety)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Information Services **Account #:** 300-1535-542402003

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Long-term Financial Stability **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The request is for the standard replacement of laptops and desktops for all departments. This includes all current Public Safety non-ruggedized units and does not include estimates for new employees. Below are the define replacement cycles for laptops, desktops, and tablets based Information Services defined PC LIfeCycle Policy.

1. Laptops (Non-Public Safety)= 3 Years
2. Desktops (Non-Public Safety/Public Safety)= 4 Years
3. Laptops (Public Safety)= 4 Years
4. Tablets (Non-Public Safety)= 3 Years
5. Tablets (Public Safety)= 4 Years

Based on user specific requirements some computers/tablets may be upgraded earlier depending on needs of the users. **Note: The cost giving does not include the replacement of monitor, which IT will budget for separately in operating. The cost of **

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	50,439

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	94,874

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	94,874

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget	145,313	62,441	51,801	53,001	54,681	57,775	57,984	59,723	542,719	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-								-	
Funding Source Total:	**145,313**	**62,441**	**51,801**	**53,001**	**54,681**	**57,775**	**57,984**	**59,723**	**542,719**	**-**

IMPACT ON OPERATING BUDGET: 3 year warranty cost is paid on initial purchase. IT may purchase an extended warranty for critical desktop computers as needed.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**

Insert picture

Insert description of picture

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Public Safety Complex Gate	**Estimated Project Cost:**	$99,200
		Estimated Completion:	Dec-23

DEPARTMENT: General Govt Building **Account #:** 300-1565-541300100

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This is the final phase to securing the employee parking lot at the Public Safety Complex. The fence was installed earlier in the year and this final installation is for the automatice controlled access gate to the parking lot.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	99,200
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**99,200**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	99,200

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	99,200

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget	99,200	-	-	-	-	-	-	-	99,200	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**99,200**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**99,200**	**-**

IMPACT ON OPERATING BUDGET:	There will be minimial maintenance costs for repairs and maintenance.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Public Safety Complex Gate

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Generators	**Estimated Project Cost:**	$92,000
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 300-1565-542500000

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Facility Operations **Recurring/Non-Recurring:** Non-recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Natural gas powered generator as limited back up power for City Hall in the event of a large scale power outage. Estimate includes the cost of the generator and electrical work for connectivity and landscaping around generator unit. Project also includes portable gas powered generator for the Public Works building for emergency backup of that facility with electrical work for connectivity.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	82,000
Other	9,818
Total Project Cost:	**91,818**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	56,512

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	35,306

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	35,306

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	91,818	-	-	-	-	-	-	-	91,818	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**91,818**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**91,818**	**-**

IMPACT ON OPERATING BUDGET:	Annual maintenance will be minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Generator

PROJECT NAME:	Vehicle Replacement Reserve (Police)	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Police **Account #:** 300-3210-542202000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This will cover costs of replacement vehicles in the Police Department.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	2,882,556

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	71,048

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	52,057

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,846,006	292,460	292,460	292,460	292,460	292,460	292,460	292,460	4,893,226	
Debt Financing	-	-	-	-	-	-	-	-	-	
HIDTA	3,750	-	-	-	-	-	-	-	3,750	
Insurance Proceeds	103,848	-	-	-	-	-	-	-	103,848	
Funding Source Total:	**2,953,604**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**292,460**	**5,000,824**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenance, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	3,000
		Other	-
		Revenues	-
		Total:	**3,000**



Police Vehicle

PROJECT NAME:	Software Upgrades	Estimated Project Cost:	$258,927
		Estimated Completion:	2023

DEPARTMENT: Police **Account #:** 300-3210-542401000

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City of Milton and the City of Alpharetta have utilized multi-agency capabilities of both CAD and RMS since 2010. The City of Alpharetta is upgrading and migrating to a new CAD and RMS vendor and the City of Milton would like to continue in this partnership. The City will purchase the needed software and training from the City of Alpharetta already awarded under the competitive bid process approved by Alpharetta's City Council.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	258,927
Total Project Cost:	**258,927**

ACTUAL EXPENDITURES TO DATE:	
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
Rollover at FYE 24	258,927

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 258,927

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	258,927						-	-	258,927	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**258,927**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**258,927**	**-**

IMPACT ON OPERATING BUDGET:	Annual Licensing and Support: Year 1 - $132,591 Year 2 - $136,569 Year 3 - $140,666 Year 4 - $144,886 Year 5 - $149,233	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	132,591
		Other	-
		Revenues	-
		Total:	**132,591**

PROJECT NAME:	Fire Station 45	Estimated Project Cost:	$7,077,916
		Estimated Completion:	Oct-24

DEPARTMENT: Fire **Account #:**

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	With GIS mapping clearly showing the area of Highway 372 and the New Providence Rd outside the 1 1/2 and 2 1/2 road miles from Fire Stations 41 and 43 required by ISO. Community Development is showing this area as having 405 new residents in 2014. With a new City Hall building down the street, a new fire station will be needed in this area. The City has acquired approximately two acres of land in this area. Strategically positioned, fire crews will have easy access in all directions due to the round about. Future residents in this area of the City will benefit from improved response times and an improved ISO rating City-wide. Public Works has expressed interest in utilizing an area behind this proposed fire station to store materials used during snow and ice events due to it's central location in the City.

ESTIMATED PROJECT COST:	
Planning & Design	300,000
Construction	6,442,916
Land Acquisition	-
Fleet Acquisition	-
Other	335,000
Total Project Cost:	**7,077,916**

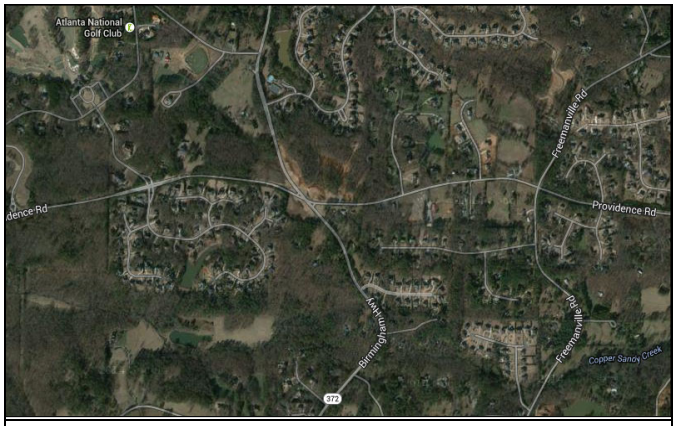
ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	245,105	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	6,634,895	60,916

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	6,225,895	60,916

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	6,880,000	-	-	-	-	-	-	-	6,880,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	60,916	137,000	-	-	-	-	-	-	197,916	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**6,940,916**	**137,000**	**-**	**-**	**-**	**-**	**-**	**-**	**7,077,916**	**-**

IMPACT ON OPERATING BUDGET:	When the fire station construction is completed, there will be additional staffing of 12 firefighters needed for operations. There will also be annual maintenance and utility costs.	Estimated Annual Impact:	
		Expenditures	
		Personnel	1,182,512
		Maintenance	10,000
		Other	170,182
		Revenues	-
		Total:	**1,362,694**



Intersection of Birmingham Hwy/Providence Rd/New Providence Rd

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Apparatus/Vehicle Replacement Reserve (Fire)	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Fire

Account #: 300-3510-542202000
350-3510-542202000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Engage in Proactive Planning

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	We have completed the planned replacement of the three front line engines and purchased a quint instead of a previously planned engine to minimize staffing costs. We still maintain high-mileage quint and engine in our fleet as reserve apparatus. This update of the fire vehicle CIP is based on a fresh analysis of station planning, equipment needs, and eventual replacement of other vehicles in our fleet over the next 11 years. This anticipates a 1,000,000 balance to begin with and anticipates a purchase of an additional quint for Station 45 in FY24/25 as well as the full replacement of the current fleet in FY310 through FY32. If all assumptions hold true and the current inflation rate of 5.8% holds constant over the life of this current (FY24) iteration of the plan, funding at 500,000 per year will prevent negative balances in this captial line.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees	ARPA Funds
Expended Through FY 24	5,687,822	-	424,629

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees	ARPA Funds
Rollover at FYE 24	1,777,044	-	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees	ARPA Funds
Rollover less current encumbrances at FYE 24	1,736,493	-	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	7,464,866	500,000	500,000	500,000	500,000	500,000	500,000	500,000	10,964,866	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees (Apparatus Only)	-	-	175,000	175,000	175,000	175,000	175,000	175,000	1,050,000	
ARPA Funding	424,629	-	-	-	-	-	-	-	424,629	
Funding Source Total:	**7,889,495**	**500,000**	**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**12,439,495**	**-**

IMPACT ON OPERATING BUDGET:	Preventative maintenance and annual pump testing are budgeted in the M&O budget, no addition cost is expected.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Truck 41 and the Reserve Quint

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Advanced Life Support	**Estimated Project Cost:**	$786,999
		Estimated Completion:	N/A

DEPARTMENT: Fire **Account #:** 300-3510-542507100

STRATEGIC PLAN STRATEGY:

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Each of the frontline Milton Fire apparatus offer advanced life support services. This requires an additional capital item of a defibrillator which is used by paramedics to address heart rhythm issues and other diagnostic services. We currently have seven of those items in our department. They currently cost approximately 30,000 each and assuming a 5% increase year after year. In order to keep up with the lifesaving technology and provide the best service possible, we are planning to replace these items on a routine basis. This fund will allow us to save up for them rather than develop one-time initiatives. The current CIP request for FY25 includes the anticipated onetime purchase of an additional unit for Station 45 as well as a full replacement of 8 units in FY28. (There are also ALS supporting supplies beyond the defibrillator unit itself that will be assumed in this capital line that integrate with the defibrillator.) The cost for these units has increased from 35,000 to 55,000 since 2022, so the projection has been increased. This project has been updated to reflect the cost change, additional apparatus, and the other captial items in the ALS program.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	359,671

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	137,035

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	137,035

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	496,706	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,371,706	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**496,706**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**125,000**	**1,371,706**	**-**

IMPACT ON OPERATING BUDGET:	These items are equipped with modems for wireless connectivity that carries an annual contract as well as callibration and repair requirements.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Gravel Roads Maintenance	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 300-4101-522203000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds would be used to provide supplemental grading and maintenance activities for the 13 miles of gravel roads.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	1,049,846

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	976,450

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	962,978

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	2,026,296	302,140	311,808	321,786	332,084	342,710	353,677	364,995	4,355,496	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,026,296**	**302,140**	**311,808**	**321,786**	**332,084**	**342,710**	**353,677**	**364,995**	**4,355,496**	**-**

IMPACT ON OPERATING BUDGET:	Three seasonal equipment operators.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	73,050
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**73,050**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Repair Major Stormwater Structures (as needed)	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 300-4101-522250000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds will include the scoping, design and construction of repairs associated with the City's stormwater infrastructure. It is anticipated that as the stormwater system is inspected and inventoried under the requirements of the NPDES stormwater permit that deficiencies in the system will be identified.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds
Expended Through FY 24	1,378,172	254,944

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds
Rollover at FYE 24	1,103,679	-

AVAILABLE BALANCE:	Cap Proj	ARPA Funds
Rollover less current encumbrances at FYE 24	1,074,576	-

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
Operating Budget	2,481,851	275,000	275,000	275,000	275,000	275,000	275,000	275,000	4,406,851	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	254,944	-	-	-	-	-	-	-	254,944	
Funding Source Total:	**2,736,795**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**275,000**	**4,661,795**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Stormwater Repair

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Pavement Management	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-522260000
340-4101-522260000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds are used for the annual pavement management contract with IMS Infrastructure Management Services, resurfacing/reconstruction program, pavement rejuvenation, and to provide deep patching and edge of roadway repair for those sections of roads which have been prioritized through the pavement management program. The 5 year plan is based on prioritized City-wide evaluation of City streets and the Pavement Condition Index (PCI) rating for each road. There is anticipated LMIG funding from GDOT to supplement costs. TSPLOST II will also provide funding for this program to supplement increases in paving and full depth reconstruction costs, to increase residential roadway repaving, and to reduce local funds required (please see the project sheet for TS2-2319 Pavement Management for more details). The budget is set based on 5 year plan to maintain a City-wide PCI of 70. Annual roadway pavement markings is part of this account (moved from M&O) and will address roadways that are repaved as well as other immediate striping needs each fiscal year.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant
Expended Through FY 24	20,395,197	3,271,528

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant
Rollover at FYE 24	1,488,864	1,495,292

AVAILABLE BALANCE:	Cap Proj	Cap Grant
Rollover less current encumbrances at FYE 24	3,429	155,446

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	21,036,146	2,020,000	2,020,000	2,020,000	2,720,000	2,720,000	2,720,000	2,720,000	37,976,146	
Other Funding		-	-	-	-	-	-	-	-	
Grant Funding (LMIG)	4,766,820	440,000	440,000	440,000	440,000	440,000	440,000	440,000	7,846,820	
Capital Revenues	847,915	110,000	110,000	110,000	110,000	110,000	110,000	110,000	1,617,915	
Funding Source Total:	**26,650,881**	**2,570,000**	**2,570,000**	**2,570,000**	**3,270,000**	**3,270,000**	**3,270,000**	**3,270,000**	**47,440,881**	**-**

IMPACT ON OPERATING BUDGET:

No impact on the operating budget anticipated as all paving expenses are booked to the capital accounts listed above.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Repaving

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Public Works Yard Improvements	**Estimated Project Cost:**	$1,108,156
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 300-4101-541200001 $125,000
300-3510 $125,000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Continuing efforts to improve the Public Works Facility behind Fire Station #43 adjacent to the Birmingham Park. Next phases are construction of a pole barn in the public works yard and a proposed 900' water 8" main line extension serving multiple departments. The pole barn will cover the rock/salt material bins to reduce the effect of weathering, extend material life and allow material to be readily available when needed. The proposed waterline extension serves multiple purposes and costs will be shared between Fire, Birmingham Park, and Public Works. Fire Station property at 750 Hickory Flat Road has long needed a waterline and hydrant near the northeast corner of the station curtilage. We have explored this possibility throughout Milton's existence due to need for firefighter training and safety. Our primary training ground at 43 does not have water access except on Hickory Flat Road and laying of 5 inch supply line blocks both the roadway and the parking lots/gas pumps, making water supply possible, but highly impractical. From a safety perspective, we have already had one building burn to the ground in the park area--water supply was an issue on this fire--and as facilities are expanded, including a future restroom for Birmingham Park and the Public Works maintenance building, the need for better access to water has only grown. The addition of a waterline and a hydrant at the back of the station parking lot would be a significant improvement in both the training and safety arenas for fire. Extending this to the Public Works building will provide substantially improved water flow and quality for this building. The water service line extended into Birmingham Park use area will provide a hydrant at the end of the line, better sourse for drinking water, be more reliable and flexible for the future restroom for Birmingham Park visitors.

ESTIMATED PROJECT COST:	
Planning & Design	10,000
Construction	240,000
Land Acquisition	-
Construction - Water	250,000
Other	608,156
Total Project Cost:	**1,108,156**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	631,055

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	227,101

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	227,101

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	858,156	250,000	-	-	-	-	-	-	1,108,156	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees (Fire)	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**858,156**	**250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,108,156**	**-**

IMPACT ON OPERATING BUDGET:

Maintenance costs include the recurring expenses needed for building facility operation. These items are cleaning, grounds repair, communications, pest control, gas, electricity, etc.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	15,960
Other	-
Revenues	-
Total:	**15,960**



Public Works Yard

PROJECT NAME:	Traffic Calming	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-541400400
335-4101-541400400
340-4101-541400400

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City's traffic calming program previously provided funds for potential use on qualified projects on subdivision streets. The City of Milton Code of Ordinances was updated in February 2023 to remove the 50% cost sharing on the part of the City for the installation of basic traffic calming devices on local residential streets. The traffic calming project and account provides funding to address recommendations from the Local Road Safety Plan and also includes lower Hopewell Road traffic calming project.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant	TSPLOST
Expended Through FY 24	194,691	116,000	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant	TSPLOST
Rollover at FYE 24	1,423,256	-	-

AVAILABLE BALANCE:	Cap Proj	Cap Grant	TSPLOST
Rollover less current encumbrances at FYE 24	1,377,856	-	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	1,607,919	-	-	-	-	-	-	-	1,607,919	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	116,000	-	-	-	-	-	-	-	116,000	
Other-Traffic Calming Revenues	10,029	-	-	-	-	-	-	-	10,029	
Funding Source Total:	**1,733,948**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,733,948**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Traffic Calming Islands

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bridge Replacement Program	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-541401200
350-4101-541401200

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds will be used for design and construction services related to the bridge replacement and improvement program. Bridges will be repaired and maintained in accordance with the recommendations provided in the GDOT inspection reports provided every two years and City inspections. TSPLOST II will also provide funding for this program to support a citywide review, prioritization and implementation of priority B repairs identified by GDOT inspections. Priority guardrail improvements at bridges will be funded through TSPLOST II as part of this program.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	1,481,356	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	866,454	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	866,454	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	2,347,809	-	-	-	300,000	300,000	300,000	300,000	3,547,809	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,347,809**	**-**	**-**	**-**	**300,000**	**300,000**	**300,000**	**300,000**	**3,547,809**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Sidewalk & Trail Construction and Repair	Estimated Project Cost:	N/A
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 300-4101-541301300
340-4101-541301300

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	City-wide sidewalk, trail and curb & gutter construction and repairs.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Cap Grant
Expended Through FY 24	1,239,077	32,619

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Cap Grant
Rollover at FYE 24	891,022	-

AVAILABLE BALANCE:	Cap Proj	Cap Grant
Rollover less current encumbrances at FYE 24	889,085	-

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	2,017,382	100,000	100,000	100,000	100,000	100,000	100,000	100,000	2,717,382	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding-CDBG	32,619	-	-	-	-	-	-	-	32,619	
Other-Sidewalk Replacement Fund	112,717	-	-	-	-	-	-	-	112,717	
Funding Source Total:	**2,162,718**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**2,862,718**	**-**

IMPACT ON OPERATING BUDGET:	Impact is neutral as any costs to edge/mow around the new sidewalks/trails will be offset by a decrease in overall right of way mowing expenses.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Sidewalk Repair and New Installation

PROJECT NAME:	Slope Landscaping at Thomas Byrd House	Estimated Project Cost:	$100,000
		Estimated Completion:	2025

DEPARTMENT: General Govt Building **Account #:** 300-4101-541401701

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Culture in Public Spaces **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Extend rubble wall and re-grade slope to accommodate landscape growth. Plant slope with appropriate landscape materials. Incorporate public art where applicable. FY23 installed phase 1 wall and plantings. Future phase will improve signage and entry based on recommendations from branding and wayfinding study.

ESTIMATED PROJECT COST:	
Planning & Design	15,000
Construction	85,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**100,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	54,072

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	45,928

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	45,928

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	100,000	-	-	-	-	-	-	-	100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**100,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**-**

IMPACT ON OPERATING BUDGET:	Future mowing and maintenance	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Slope on frontage

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Crabapple SE Connector	**Estimated Project Cost:**	$2,000,000
		Estimated Completion:	2030

DEPARTMENT: Public Works **Account #:** 300-4101-541401704

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

This project is for new location road(s) and possible intersection improvements that will connect Broadwell Rd (at any point or at any of the existing streets including Marstrow Dr, Dorsland Way, Dunbrody Dr, or McCaus Ln) to Mid Broadwell Rd to Mayfield Rd and/or from Broadwell Rd to Charlotte Dr.
A conceptual plan and cost was developed for a connection from Dunbrody Dr to Charlotte Dr. The District at Mayfield Plan includes additional possible connections. Based on further traffic analysis and feasibility, these connections could be part of future southeast Crabapple improvements coordinated with future developments.
Future funding sources could include impact fees, TSPLOST, and/or improvements provided by developments.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	1,700,000
Land Acquisition	150,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	19,995	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	130,005	-

AVAILABLE BALANCE:	Cap Proj	Impact Fees
Rollover less current encumbrances at FYE 24	130,005	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	150,000	-	-	-	-	-	-	-	150,000	
Impact Fees	-	121,000	145,000	145,000	145,000	145,000	145,000	145,000	991,000	
TSPLOST Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**150,000**	**121,000**	**145,000**	**145,000**	**145,000**	**145,000**	**145,000**	**145,000**	**1,141,000**	**859,000**

IMPACT ON OPERATING BUDGET: Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Broadwell Rd to Charlotte Dr Connection Option

PROJECT NAME:	Vehicle Replacement Reserve (Public Works)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Public Works **Account #:** 300-4101-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of Public Works vehicles.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	411,031

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	169,066

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	169,066

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	569,872	50,000	20,000	20,000	20,000	20,000	20,000	20,000	739,872	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other - Insurance Proceeds	10,225	-	-	-	-	-	-	-	10,225	
Funding Source Total:	**580,097**	**50,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**750,097**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenance, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Connected School Beacons	**Estimated Project Cost:**	$20,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 300-4101-542500000
335-4101-541440000

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	There are 20 school flasher beacons throughout the City with various hardware and software systems. This project would provide connected school beacons to improve reliability, reduce maintenance costs, and increase safety. A connected system would reduce downtime and improve response times by knowing the location and status of each unit. Through this system the City would receive access to key performance indicators to analyze each school beacons' performance and create reports. Once beacons are connected, they use the on-board cellular modem to transmit and receive data. This connection also allows for over-the-air adjustment and updates when flashing times need to be modified. This type of connected system also has possible integration with connected vehicles and driving apps.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	20,000
Total Project Cost:	**20,000**

ACTUAL EXPENDITURES TO DATE:	
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
Rollover at FYE 24	20,000

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 20,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	20,000	-	-	-	-	-	-	-	20,000	
TSPLOST II M&S - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**20,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**20,000**	**-**

IMPACT ON OPERATING BUDGET:	There are various lengths service periods depending on the vendor selected for this project. The service could be part of the overall initial cost or could be separated into a yearly data expense for the term of the services.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Connected School Beacons

PROJECT NAME:	Trail Connection to Big Creek Greenway	Estimated Project Cost:	$9,584,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

Account #: 335-4101-541420000
340-4101-541400007

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City of Milton has completed a local Comprehensive Transportation Plan, North Fulton Comprehensive Transportation Plan, and Livable Centers Initiative that all looked at multi-use connections in areas of the City and regional connections. Milton's Multi-use Trail Connection to the Big Creek Greenway is a project that creates multi-use connections in the Windward Parkway Activity Center and surrounding areas between regional thoroughfare networks, schools, parks, senior centers, retail, MARTA bus routes, and greenways. Given the potential scope of this project, both short and long term connections to the Big Creek Greenway will be evaluated. The project identified to move forward with federal funds for all phases is a multi-use trail beginning at the intersection of Bethany Bend and Cogburn Road and continuing south on Cogburn to Webb and then east on Webb to tie into the Morris Road widening project.

ESTIMATED PROJECT COST:	
Planning & Design	750,000
Construction	3,000,000
Land Acquisition	5,654,000
Fleet Acquisition	-
Other	180,000
Total Project Cost:	**9,584,000**

ACTUAL EXPENDITURES TO DATE:	Cap Grant	TSPLOST
Expended Through FY 24	969,654	354,757

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Grant	TSPLOST
Rollover at FYE 24	4,028,864	1,830,725

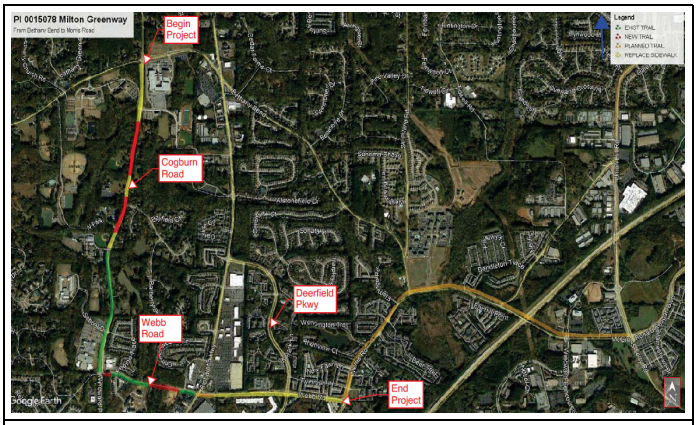
AVAILABLE BALANCE:	Cap Grant	TSPLOST
Rollover less current encumbrances at FYE 24	3,867,817	1,830,725

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	500,318	-	-	-	-	-	-	-	500,318	
TSPLOST Funding	1,530,482	-	-	-	-	-	-	-	1,530,482	
Grant Funding	4,923,200	2,400,000	-	-	-	-	-	-	7,323,200	
Alpharetta, NFCID & GDOT TAP	230,000	-	-	-	-	-	-	-	230,000	
Funding Source Total:	**7,184,000**	**2,400,000**	**-**	**-**	**-**	**-**	**-**	**-**	**9,584,000**	**-**

IMPACT ON OPERATING BUDGET:

Upon completion of a trail connection, additional maintenance needs are anticipated at approx. $5,000/mile to include trimming, edging, vegetation control, blowing, trash service etc.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	16,000
Other	-
Revenues	-
Total:	**16,000**



Greenway Connection

PROJECT NAME:	SR140 @ Green MIL-009	**Estimated Project Cost:**	$1,060,000
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400002

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project will consider a new traffic signal for SR 140/Arnold Mill Road at Green Road is in response to identification of the project in the 2016 City of Milton Comprehensive Transportation Plan, the 2016 Fulton County TSPLOST initiative project list, and the 2018 North Fulton Comprehensive Transportation Plan. Other improvement alternatives may be considered in coordination with GDOT. The project also includes extending a multiuse path on the south side of Green Rd and east side of SR 140 from Waterhaven Ln to the Kroger driveway.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	860,000
Land Acquisition	-
Fleet Acquisition	-
Other	50,000
Total Project Cost:	**1,060,000**

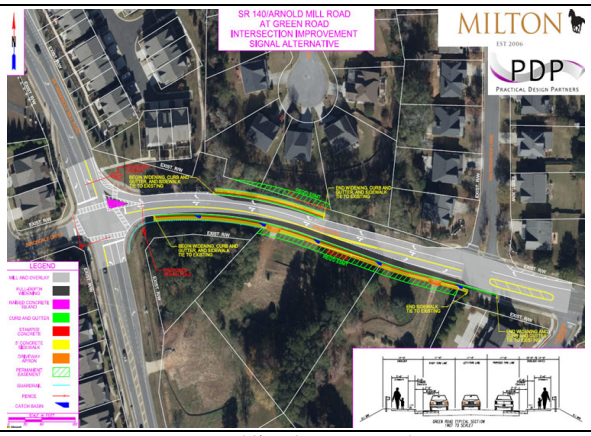
ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	135,113

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	924,887

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	784,730

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	1,060,000	-	-	-	-	-	-	-	1,060,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,060,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,060,000**	**-**

IMPACT ON OPERATING BUDGET:	Concept development has not been finalized. Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Proposed Signal Improvements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Hopewell @ Bethany MIL-001	**Estimated Project Cost:**	$4,260,370
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 335-4101-541400004

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements that will address the intersections of Hopewell Road with Bethany Bend, Bethany Oaks Pointe, and Bethany Way. Includes roundabout at Hopewell Road and Bethany Bend, exit lane from Bethany Oaks Pointe to Bethany Bend, and turn lanes at Hopewell Road and Bethany Way.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	3,360,370
Land Acquisition	650,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**4,260,370**

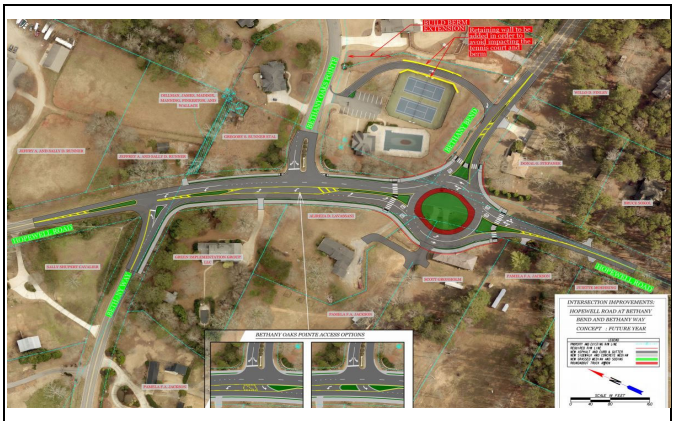
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	4,234,013

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	26,357

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	0

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	4,260,370	-	-	-	-	-	-	-	4,260,370	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**4,260,370**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,260,370**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will include roundabout landscaping maintenance.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Freemanville @ B'Ham MIL-004	**Estimated Project Cost:**	$1,990,000
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-541400005

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements of a roundabout that will address the all way stop controlled intersection.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	1,666,000
Land Acquisition	100,000
Fleet Acquisition	-
Other	74,000
Total Project Cost:	**1,990,000**

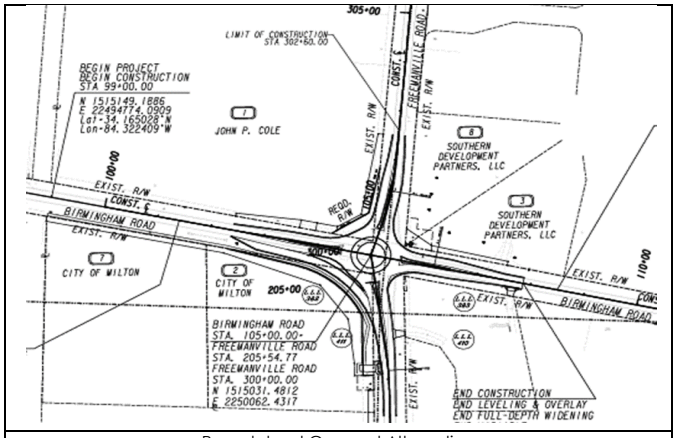
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	1,158,550

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	831,450

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	13,135

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	1,990,000	-	-	-	-	-	-	-	1,990,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,990,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,990,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will include roundabout landscaping maintenance.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**



Roundabout Concept Alternative

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Birmingham Middle Bridge MIL-012	**Estimated Project Cost:**	$2,803,458
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400009

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The concept recommendation for improvement is replacing the existing bridge with a triple 10'x10' box culvert and raising the existing road up to six feet at the deepest section to prevent flooding of the roadway for the major storm events. The raising of Birmingham Road will necessitate raising Manor Trace due to the proximity to the intersection.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	2,103,458
Land Acquisition	600,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,803,458**

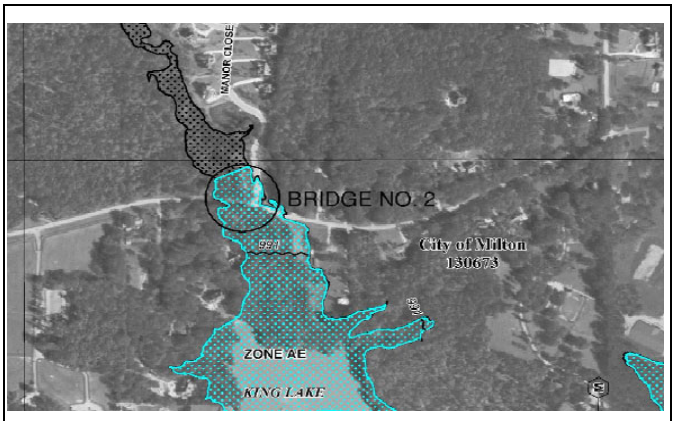
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	206,284

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	2,597,174

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	2,592,751

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	2,803,458	-	-	-	-	-	-	-	2,803,458	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,803,458**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,803,458**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



FIRM Map of Bridge Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Morris Road Widening MIL-031	**Estimated Project Cost:**	$13,254,595
		Estimated Completion:	2026

DEPARTMENT: Public Works **Account #:** 335-4101-541400010

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The overall project is for a proposed widening of Morris Road from Webb Road to Bethany Bend tying into McGinnis Ferry Road widening at Bethany Bend. The cross section is proposed as a 4 lane divided roadway with landscaped median/turn lanes and multiuse trail on the north side, including intersection improvements at Webb Road.

ESTIMATED PROJECT COST:	
Planning & Design	670,000
Construction	6,330,000
Land Acquisition	3,500,000
Utilities Relocation	1,000,000
Other/Contingency	1,754,595
Total Project Cost:	**13,254,595**

ACTUAL EXPENDITURES TO DATE:	TSPLOST	Impact Fees
Expended Through FY 24	4,229,517	-

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST	Impact Fees
Rollover at FYE 24	8,288,361	736,717

AVAILABLE BALANCE:	TSPLOST	Impact Fees
Rollover less current encumbrances at FYE 24	8,134,340	736,717

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	12,517,878	-	-	-	-	-	-	-	12,517,878	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	736,717	-	-	-	-	-	-	-	736,717	
Operating Budget	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**13,254,595**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**13,254,595**	**-**

IMPACT ON OPERATING BUDGET:

Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Concept Layout

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Freemanville @ Redd MIL-010	**Estimated Project Cost:**	$1,042,582
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400011

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Operational improvements at the intersection and may include turn lanes, traffic signal or roundabout.

ESTIMATED PROJECT COST:	
Planning & Design	200,000
Construction	642,582
Land Acquisition	200,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,042,582**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	219,064

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	695,998

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	588,944

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	915,062	127,520	-	-	-	-	-	-	1,042,582	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**915,062**	**127,520**	**-**	**-**	**-**	**-**	**-**	**-**	**1,042,582**	**-**

IMPACT ON OPERATING BUDGET:	Concept development has not been finalized. Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bethany @ Providence MIL-002	**Estimated Project Cost:**	$2,200,000
		Estimated Completion:	2025

DEPARTMENT: Public Works **Account #:** 335-4101-541400012

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A roundabout will provide operational improvements at the intersection

ESTIMATED PROJECT COST:	
Planning & Design	200,000
Construction	1,800,000
Land Acquisition	200,000
Fleet Acquisition	-
Other	
Total Project Cost:	**2,200,000**

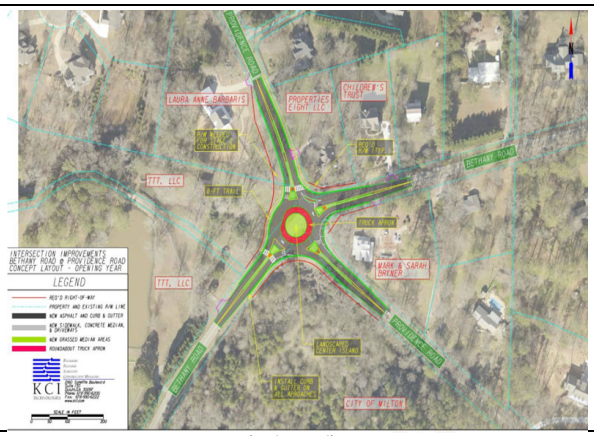
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	251,252

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	1,948,748

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	1,908,790

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
TSPLOST Funding	2,200,000	-	-	-	-	-	-	-	2,200,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,200,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Mayfield Road Sidewalks	**Estimated Project Cost:**	$1,003,128
		Estimated Completion:	2023

DEPARTMENT: Public Works **Account #:** 335-4101-541401301

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

A priority sidewalk project in the Crabapple area as identified in the 2020 Trail Prioritization Plan is connecting the Lakeside Park to Freemanville Road. This project is for a sidewalk/multiuse path along the Lakeside Park frontage and extending on the north side of Mayfield Road to the intersection with Freemanville Road. The existing sidewalk on the south side of Mayfield Road will remain as the accessible route beginning at the roundabout on Mayfield Road and Heritage Walk/Charlotte Drive and allow a multiuse trail on the north side of the road. The project includes a mid-block crossing protected by a Rapid Rectangular Flashing Beacon (RRFB) that will be used for bikes, pedestrians, and possibly PTVs to cross Mayfield Road approximately 125 feet East of the Lakeside Park entrance. The project also includes repaving Mayfield Road and adding bicycle signage and pavement markings for on-road cyclists.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	803,128
Land Acquisition	100,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,003,128**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	849,059

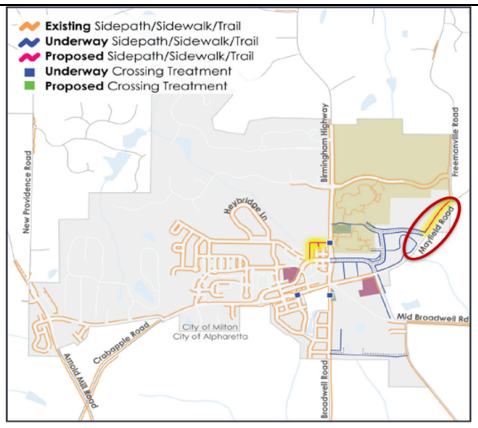
BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	154,069

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST Funding	1,003,128	-	-	-	-	-	-	-	1,003,128	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,003,128**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,003,128**	**-**

IMPACT ON OPERATING BUDGET: Devices to be solar powered so no power costs, minimal maintenance of equipment and infrastructure to be covered in existing public works maintenance accounts

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bethany Bend Pedestrian Crossing TS2-2210	**Estimated Project Cost:**	$318,310
		Estimated Completion:	2024

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2210
335-4101-541420000 TS2-2210

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The construction of a new midblock pedestrian crossing on Bethany Bend at Serenade Court was identified in the Milton Community Trail Prioritization Plan as a Tier 1 project in the Deerfield area. Adopted in 2020, the purpose of the plan was to guide the implementation of trail, sidepath and sidewalk projects throughout the City of Milton over the next ten years and beyond. This project is also for a priority Bethany Character Area sidewalk connection that will provide an alternate route from Deerfield Parkway to Bethany Bend at Hwy 9 with minimal impacts during the GDOT widening project. The concept for the project is to install a new Rapid Rectangular Flashing Beacon (RRFB) with a new striped crosswalk across Bethany Bend, a raised island in the existing gore area, and approximately 100 feet of new 5-foot sidewalk on the north side of Bethany Bend to connect to the existing sidewalk.

ESTIMATED PROJECT COST:	
Planning & Design	20,000
Construction	288,310
Land Acquisition	10,000
Fleet Acquisition	-
Other	-
Total Project Cost:	**318,310**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	118,606

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	199,704

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	170,040

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	5,907	-	-	-	-	-	-	-	5,907	
TSPLOST II PB - Cst	312,403	-	-	-	-	-	-	-	312,403	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**318,310**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**318,310**	**-**

IMPACT ON OPERATING BUDGET: Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	SR 372 Rapid Rectangular Flashing Beacons TS2-2310	**Estimated Project Cost:**	$220,450
		Estimated Completion:	2024

DEPARTMENT: Public Works

Account #: 335-4101-5212200000 TS2-2310
335-4101-5414200000 TS2-2310

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Rapid Rectangular Flashing Beacons (RRFB) are a common safety device used to enhance pedestrian crosswalks at roundabouts, especially in high pedestrian areas or if the roundabout has multi-lane approaches or exits.

Staff is seeking Georgia Department of Transportation (GDOT) funding to purchase RRFB's for the City to install at the two roundabouts at SR 372 and Heritage Walk. The approximate total cost of these devices is $200,000. In order to receive GDOT funding and approval, a traffic engineering (TE) study must be completed and approved by the state.

RRFB's were identified as an effective countermeasure in the City's Local Road Safety Plan (LRSP) and is recognized by the federal government (FHWA) as a best practice.

ESTIMATED PROJECT COST:	
Planning & Design	20,450
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**220,450**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	12,395

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	208,055

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	200,000

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
TSPLOST II PB - Prof	20,450	-	-	-	-	-	-	-	20,450	
TSPLOST II PB - Cst	200,000	-	-	-	-	-	-	-	200,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**220,450**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**220,450**	**-**

IMPACT ON OPERATING BUDGET: Devices to be solar powered so no power costs, minimal maintenance of equipment to be covered in existing public works maintenance accounts

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



RFFBs

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Cox Road Intersection Improvement TS2-2311	**Estimated Project Cost:**	$6,200,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #:
335-4101-521210000 TS2-2311
335-4101-541110000 TS2-2311
335-4101-541410000 TS2-2311

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

This project includes evaluation and further implementation of intersection and operational improvements along Cox Road. The intersections of Cox Road at King Road and Cox Road at Etris Road/Ebenezer Road will include the City of Roswell with funding agreements for improvements. The intersection of Cox Road at SR 140/Arnold Mill Road will include working with and possible funding by Georgia Department of Transportation. The intersection of Cox Road at the City of Milton Cox Road Athletic Complex will involve coordination between City Public Works and Parks and Recreation Departments and the Parks and Recreation Advisory Board.

ESTIMATED PROJECT COST:	
Planning & Design	700,000
Construction	4,500,000
Land Acquisition	1,000,000
Fleet Acquisition	-
Other	
Total Project Cost:	**6,200,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST	IGA Funds
Expended Through FY 24	233,265	-

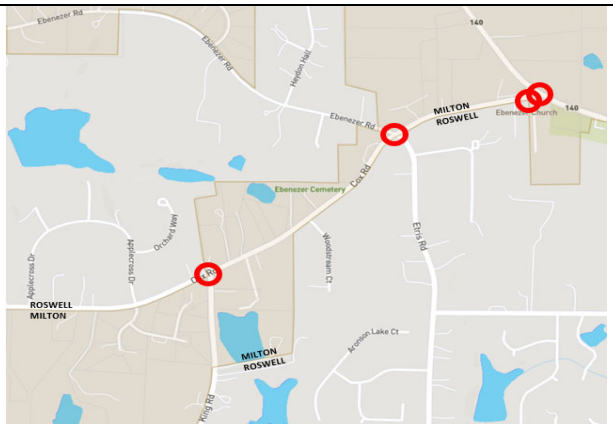
BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST	IGA Funds
Rollover at FYE 24	4,966,735	1,000,000

AVAILABLE BALANCE:	TSPLOST	IGA Funds
Rollover less current encumbrances at FYE 24	4,581,288	1,000,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	700,000	-	-	-	-	-	-	-	700,000	
TSPLOST II O&S - ROW	1,000,000	-	-	-	-	-	-	-	1,000,000	
TSPLOST II O&S - Cst	3,500,000	-	-	-	-	-	-	-	3,500,000	
IGA Funding (Roswell)	1,000,000	-	-	-	-	-	-	-	1,000,000	
Funding Source Total:	**6,200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**6,200,000**	**-**

IMPACT ON OPERATING BUDGET: Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Webb at Cogburn TS2-2312	**Estimated Project Cost:**	$600,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #:
335-4101-521210000 TS2-2312
335-4101-541110000 TS2-2312
335-4101-541410000 TS2-2312

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Intersection improvements at Cogburn Road and Webb Road was identified as a level II operational improvement project in the 2016 Milton Comprehensive Transportation Plan. The purpose of the project is to reduce congestion and improve safety at the intersection of Cogburn Road and Webb Road. A new left turn will be added to the westbound Webb Road approach. The eastbound approach will also be modified to line up the through lanes. There will also be a traffic signal modification required. The intent is for this construction to be complete before the Big Creek Greenway Connection trail project begins.

ESTIMATED PROJECT COST:	
Planning & Design	50,000
Construction	700,000
Land Acquisition	50,000
Fleet Acquisition	-
Other	
Total Project Cost:	**800,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	44,777

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	755,223

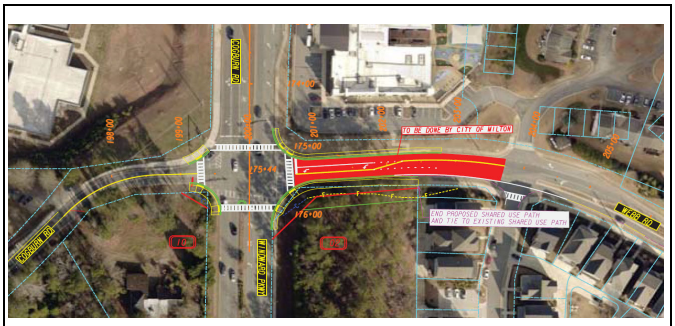
AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	742,340

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	50,000	-	-	-	-	-	-	-	50,000	
TSPLOST II O&S - ROW	50,000	-	-	-	-	-	-	-	50,000	
TSPLOST II O&S - Cst	700,000	-	-	-	-	-	-	-	700,000	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**800,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**800,000**	**-**

IMPACT ON OPERATING BUDGET:

Concept development has not been finalized. Operating impact to be determined upon final design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Project Location and Concept

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Milton Comprehensive Transportation Plan TS2-2313	**Estimated Project Cost:**	$280,000
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-521260000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The first Milton Comprehensive Transportation Plan (CTP) was adopted in 2009. There was an update to the CTP in 2016 that contributed to the project list development for the 2016 Transportation Special Purpose Local Option Sales Tax (TSPLOST). The Milton CTP is a local plan, updated approximately every five years, that inventories existing conditions, analyzes current and future needs, and develops project recommendations to respond to these needs. This 2023 planning effort will utilize many of the recent planning documents including the Local Road Safety Plan, Comprehensive Plan, and Community Trail Prioritization Plan to address projects and policies. The CTP will also inform the specific projects for categories that are funded with TSPLOST II. The CTP outcomes will include determination of stakeholder's satisfaction with transportation, evaluation of bicycle accommodations for a safety initiative, measurement of effectiveness of intersections, and maintaining reliability.

ESTIMATED PROJECT COST:	
Planning & Design	280,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**280,000**

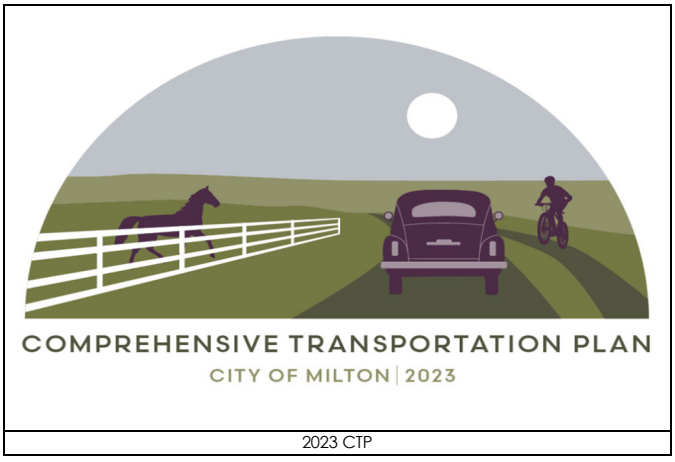
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	265,030

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	14,970

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	14,970

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PM - Prof	280,000	-	-	-	-	-	-	-	280,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**280,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**280,000**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



2023 CTP

PROJECT NAME:	Bridge Maintenance TS2-2314	Estimated Project Cost:	$1,153,500
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000 TS2-2314
335-4101-541430000 TS2-2314

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City of Milton is in receipt of a Bridge Inspection Report from Georgia Department of Transportation (GDOT) detailing the capital maintenance needs for 24 City-owned bridge structures that meet criteria to be inspected by GDOT. The City requested to have a consultant assess 16 of these structures and prioritize repairs to maximize efficiency of funds. Bridge Maintenance Plans would be prepared based on priority as directed by the City.

The scope of work in this project includes site visits to 16 structures, a bridge assessment report on identified structures, prioritization of implementing repairs, maintenance plans for selected structures, and support during bid for repairs. The design and construction of this capital project will be funded as a TSPLOST II Bridge Project.

ESTIMATED PROJECT COST:	
Planning & Design	53,500
Construction	1,100,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,153,500**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	550,582

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	602,918

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	491,013

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
TSPLOST II BR - Prof	53,500	-	-	-	-	-	-	-	53,500	
TSPLOST II BR - Cst	1,100,000	-	-	-	-	-	-	-	1,100,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,153,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,153,500**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Bridge Inspection

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Guardrail Improvements TS2-2315	**Estimated Project Cost:**	$1,050,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521240000
335-4101-541440000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The City-adopted Local Road Safety Plan recommended considering upgrading guardrail at bridges and culverts as engineering countermeasure RSC-10 for the emphasis area of roadway and shoulder conditions. This project includes an overall inventory and specific location improvements.

In order to develop priorities for guardrail repair and replacement on approximately 182 miles of city-owned streets, an inventory was created of all guardrail in GIS that is used to track asset details. The inventory is a combination of information obtained through Google Streetview and field investigation that determined type of guardrail, height, end terminals, distance from the roadway, and adjacent topography. The inventory includes a categorized recommendation list based on urgency and risk to the public, as well as a cost estimate for the work.

Following the development of the inventory and recommendations, guardrail improvements will be made through this project.

ESTIMATED PROJECT COST:	
Planning & Design	150,000
Construction	900,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,050,000**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	47,513

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	1,002,487

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	957,419

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II M&S - Prof	150,000	-	-	-	-	-	-	-	150,000	
TSPLOST II M&S - Cst	900,000	-	-	-	-	-	-	-	900,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,050,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,050,000**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Guardrail Repair

PROJECT NAME:	Bethany Bend Mini Roundabout TS2-2316	Estimated Project Cost:	$1,049,850
		Estimated Completion:	2024

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #: 335-4101-521210000 TS2-2316
335-4101-541410000 TS2-2316
335-4101-541440000 TS2-2316

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

As part of the Local Road Safety Plan recommendations and continuing efforts to slow drivers down, Public Works is proposing a mini roundabout project. This type of improvement has been successful in reducing speeds and improving safety for pedestrians. Bethany Bend between SR 9 and Morris Road is a corridor that could be impacted during and after 3 major transportation projects: the SR 9 widening, the McGinnis Ferry interchange, and the Morris Road widening. The Bethany Creek subdivision is in the section of Bethany Bend near SR 9. This subdivision is in a unique situation having homeowners on both sides of Bethany Bend, with the public amenities on the Northern side. The Bethany Creek HOA Board approached Public Works asking whether there was a way to slow vehicles down and provide a safe pedestrian crossing.

This project is for a mini roundabout which will accomplish the goals above while also being compatible with Georgia DOT's SR 9 widening project that is currently scheduled for letting in December 2023. From the Strategic Plan and Comprehensive Plan, the proposed project also aligns with the following:
- Prioritize Bethany character area (Hwy 9) sidewalk connections in coordination with GDOT Project, and identify quick win opportunities,
- Consider innovations to reduce the actual speed of traffic to get drivers to stay within the posted speed limits,
- Consider "smart" features to improve transportation infrastructure and safety in Milton, and
- Consider the use of Smart features to improve pedestrian safety within defined urban areas, around parks and other priority walking areas.

The mini roundabout will be located at the intersection of Bethany Bend and South Bethany Creek Drive/North Bethany Creek Drive and will have an approximate diameter of 80 feet and fit within the existing asphalt and curb lines.

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	949,850
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,049,850**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	686,443

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	363,407

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	77,675

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
TSPLOST II O&S - Prof	100,000	-	-	-	-	-	-	-	100,000	
TSPLOST II O&S - Cst	700,000	-	-	-	-	-	-	-	700,000	
TSPLOST II M&S - Cst	249,850	-	-	-	-	-	-	-	249,850	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,049,850**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,049,850**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Concept Layout for Improvements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Deerfield Area Sidewalks TS2-2317	**Estimated Project Cost:**	$542,154
		Estimated Completion:	2024

DEPARTMENT: Public Works **Account #:** 335-4101-541420000 TS2-2317

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A project was identified that connects several sidewalk gaps in the Deerfield area based on working with the Milton Trails Advisory Committee and in consultation with the Deerfield area as identified in the 2020 Trail Prioritization Plan. The project will be construction of new sidewalk segments to close open spaces between sidewalk sections. The location of these connections are Webb Road, Deerfield Parkway, and Hopewell Road.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	542,154
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**542,154**

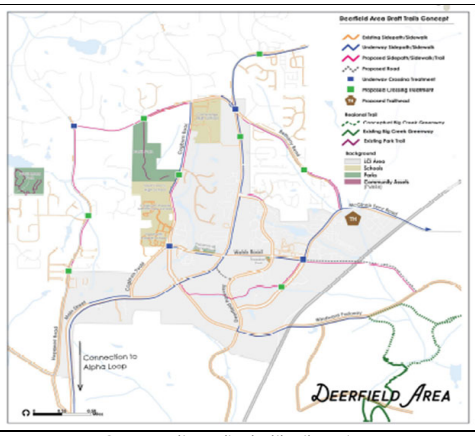
ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	374,262

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	167,892

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	26,432

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Cst	542,154	-	-	-	-	-	-	-	542,154	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**542,154**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**542,154**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Community Trail Prioritization Plan

PROJECT NAME:	Crabapple Pedestrian Enhancements	Estimated Project Cost:	$1,029,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

Account #: 300-4101-541401708
335-4101-5414200000 TS2-2318

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Create a safer commute for pedestrians

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	To provide enhanced pedestrian mobility within the Crabapple area. Crosswalks on Heritage Walk is phase 1. Upgrades to the streetscape of Crabapple Road (SR372) could include protected mid-block crossings, refuge islands, travel lane reductions, curb cut closures, bike lanes, personal transportation vehicle (PTV) accommodations and speed limit reductions where possible. TSPLOST funding will be used for the protected pedestrain mid-block crossing and refuge island component of the project.

ESTIMATED PROJECT COST:	
Planning & Design	189,200
Construction	439,800
Land Acquisition	-
Fleet Acquisition	-
Other	400,000
Total Project Cost:	**1,029,000**

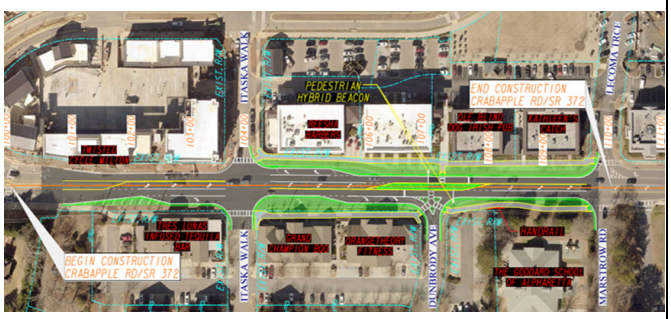
ACTUAL EXPENDITURES TO DATE:	Cap Proj	TSPLOST
Expended Through FY 24	245,505	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	TSPLOST
Rollover at FYE 24	383,495	400,000

AVAILABLE BALANCE:	Cap Proj	TSPLOST
Rollover less current encumbrances at FYE 24	377,767	2,615

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	629,000	-	-	-	-	-	-	-	629,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
TSPLOST II PB - Cst	400,000	-	-	-	-	-	-	-	400,000	
Funding Source Total:	**1,029,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,029,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Crabapple Pedestrian Enhancements

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	TSPLOST II Paving TS2-2319	**Estimated Project Cost:**	$5,360,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 335-4101-541440000 TS2-2319

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds are used for TSPLOST identified roadways in the annual pavement management program for resurfacing/ reconstruction. TSPLOST II funding for selected segments will supplement the overall program due to increases in paving and full depth reconstruction costs, to increase residential roadway repaving, and to reduce local funds required. The budget is set based on 5 year plan to maintain a City-wide PCI of 70.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	5,360,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**5,360,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	1,788,484

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	571,516

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	300,051

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II M&S - Prof	-	-	-	-	-	-	-	-	-	
TSPLOST II M&S - Cst	2,360,000	1,000,000	1,000,000	1,000,000	-	-	-	-	5,360,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,360,000**	**1,000,000**	**1,000,000**	**1,000,000**	**-**	**-**	**-**	**-**	**5,360,000**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Road Paving

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Dinsmore Connection TS2-2320	**Estimated Project Cost:**	$300,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2320
335-4101-541420000 TS2-2320

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

This project scope consists of connecting passive park improvements within the Milton City Park and Preserve by providing a roadside multi-use path serving both transportation and recreational purposes. This project reflects priorities detailed in the community-driven, Council-approved Park Master Plan of the area. The Dinsmore Connection will be 0.25-miles of a 10-ft wide multi-use concrete/paved sidewalk adjacent to Dinsmore Road. This will connect to a new trail on the east side of the park with an existing trail on the west side of the park completing an approximate 2.5-mile trail around the project site. This will also provide a transportation component to expand in the future to connect neighborhoods to both the active and passive sides of the park.

ESTIMATED PROJECT COST:	
Planning & Design	40,000
Construction	260,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	26,502

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	273,498

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	271,503

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	40,000	-	-	-	-	-	-	-	40,000	
TSPLOST II PB - Cst	260,000	-	-	-	-	-	-	-	260,000	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**300,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**300,000**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Phase 3 - Dinsmore Sidepath Connection

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	SR 372 Area Sidewalks TS2-2321	**Estimated Project Cost:**	$550,000
		Estimated Completion:	2025

DEPARTMENT: Public Works

Account #: 335-4101-521220000 TS2-2321
335-4101-541420000 TS2-2321

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	A project was identified that connects several sidewalk gaps in the SR 372/Crabapple Road area based on working with the Milton Trails Advisory Committee and in consultation with the Crabapple area as identified in the 2020 Trail Prioritization Plan. The project will be construction of new multi-use path/sidewalk segments to close open spaces between sidewalk sections. The location of these connections are along SR 372/Crabapple Road and Green Road.

ESTIMATED PROJECT COST:	
Planning & Design	50,000
Construction	500,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**550,000**

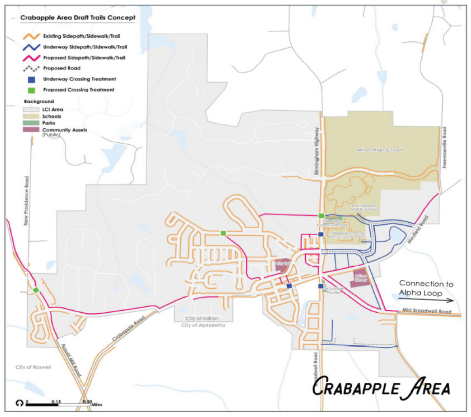
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	25,128

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	340,718

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	318,046

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PB - Prof	47,800	-	-	-	-	-	-	-	47,800	
TSPLOST II PB - Cst	318,046	184,154	-	-	-	-	-	-	502,200	
Operating Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**365,846**	**184,154**	**-**	**-**	**-**	**-**	**-**	**-**	**550,000**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Community Trail Prioritization Plan

PROJECT NAME:	SR 372/Crabapple Rd at Green Rd TS2-2410	**Estimated Project Cost:**	$240,000
		Estimated Completion:	2026

DEPARTMENT: Public Works

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Account #: 335-4101-521210000 TS2-2410
335-4101-541110000 TS2-2410
335-4101-541410000 TS2-2410

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project is for a new traffic signal at SR 372/Crabapple Road at Green Road. This intersection has gone through several modifications since 2019. Public Works staff has been coordinating with Georgia Department of Transportation (GDOT) District 7 to determine what the state would allow in response to the existing congestion and safety issues. District 7 supports a new traffic signal. Staff is also pursuing state funding assistance for a potential roundabout at this location.

ESTIMATED PROJECT COST:	
Planning & Design	40,000
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	
Total Project Cost:	**240,000**

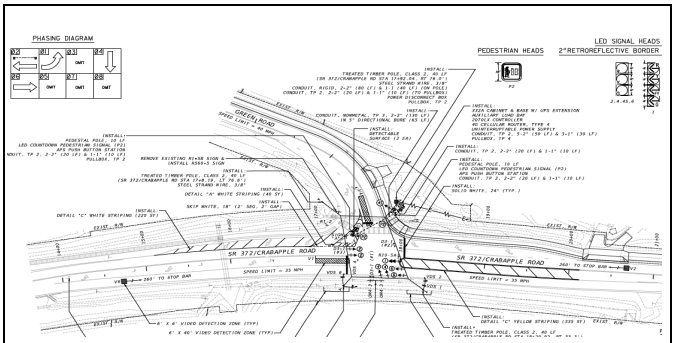
ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	28,920

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	11,080

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	8,850

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II O&S - Prof	40,000	-	-	-	-	-	-	-	40,000	
TSPLOST II O&S - ROW	-	-	-	-	-	-	-	-	-	
TSPLOST II O&S - Cst	-	200,000	-	-	-	-	-	-	200,000	
Grant Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**40,000**	**200,000**	**-**	**-**	**-**	**-**	**-**	**-**	**240,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact to be determined upon final design approval.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Proposed Traffic Signal

PROJECT NAME:	Westbrook Bridge TS2-2411	Estimated Project Cost:	$171,500
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000
335-4101-541430000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The Georgia Department of Transportation (GDOT) preforms inspections of the City's bridges every two (2) years and the existing bridge #121-5008-0 on Westbrook Road, located over a tributary of Chicken Creek, was identified as needing replacement. Additionally, the City retained a consultant to conduct bridge assessments of several bridges within the City limits to include bridges on Westbrook Road. Based on the GDOT inspection and the City's assessment, staff is considering options for replacing this bridge with either a new bridge or a culvert system.

Westbrook Road is an unpaved road between Hopewell Road and Mountain Road. The existing bridge over the road was constructed in 1956 and is at the end of its service life. The bridge is made of concrete deck and steel beam. The bridge is 30 ft long by 18.2 ft wide (gutter to gutter). The design year Average Daily Traffic (ADT) is 50 vehicles per day. The infrastructure needs to be replaced/rehabilitated, and the completed project should have a life cycle beyond 75 years with regular maintenance. The new bridge should be sized appropriately to accommodate increased flow due to current and future growth trends in the area if possible.

ESTIMATED PROJECT COST:	
Planning & Design	171,500
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**171,500**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	34,900

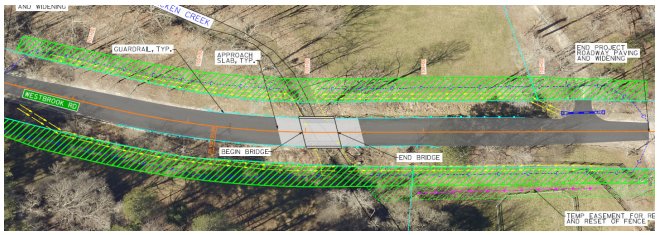
BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	136,600

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	136,600

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
TSPLOST II BR - Prof	171,500	-	-	-	-	-	-	-	171,500	
TSPLOST II BR - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**171,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**171,500**	**-**

IMPACT ON OPERATING BUDGET: No additional impact anticipated.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Bridge Concept

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	GDOT Bridge Projects TS2-2412	**Estimated Project Cost:**	$250,000
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521230000 TS2-2412
335-4101-541430000 TS2-2412

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Georgia Department of Transportation (GDOT) is committed to helping Local Governments reduce the number of posted and closed bridges throughout the state by means of different local bridge replacement programs. The City of Milton has a financial obligation to contribute toward the right of way phase of the projects. The City may also contribute through betterment agreements or addressing aesthetics after GDOT construction is complete.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**250,000**

ACTUAL EXPENDITURES TO DATE:	TSPLOST
Expended Through FY 24	250,000

BUDGET ROLLOVER FROM PRIOR YEAR:	TSPLOST
Rollover at FYE 24	-

AVAILABLE BALANCE:	TSPLOST
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II BR - Prof	250,000	-	-	-	-	-	-	-	250,000	
TSPLOST II BR - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**250,000**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Transportation Technology Upgrades TS2-2413	**Estimated Project Cost:**	$284,463
		Estimated Completion:	N/A

DEPARTMENT: Public Works **Account #:** 335-4101-542510000 TS2-2413

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The purchase of various equipment and technology upgrades to improve travel throughout Milton in a calm safe and efficeint manner for all users. FY24 inclues the purchase of signal pre-emption technolgoy upgrades for all signals in the city.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	284,463
Total Project Cost:	**284,463**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	284,463

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	1

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II OS - Equip	284,463	-	-	-	-	-	-	-	284,463	
TSPLOST II OS - Cst	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**284,463**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**284,463**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



PROJECT NAME:	TSPLOST Program Management	**Estimated Project Cost:**	$0
		Estimated Completion:	N/A

DEPARTMENT: Public Works

Account #: 335-4101-521260000
335-4101-541460000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City currently outsources large project inspections and other TSPLOST project tasks. In FY21, a City infrastructure inspector position was added within the public works department to replace some of the outsourced inspection services such as the paving program (typically $50k/year), stormwater inspections ($25k/year), and assisting with various public works projects including supporting other department projects (around $100k/year). The number of projects managed by the public works department is growing and includes adding capital projects for other departments. The most recent outsourced TSPLOST project cost over $350k for outsourced construction inspections on a $3M construction project. This initiative is proposed to utilize internal resources as much as possible with less dependance on outside services for inspections during construction and other project tasks. There still may be need for bidding certain services and inspections based on the complexity and duration of a project but an internal staff TSPLOST project inspector will allow greater flexibility, level of service, and less than half the costs. Additionally, funding for projects not yet underway will be earmarked to the Program Management - Infrastructure account. Once the Comprehensive Transportation Plan is complete and Council has provided guidance on projects, staff will allocate the funding accordingly and provide budgetary updates at each budget amendment hearing.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	TSPLOST
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	TSPLOST
Rollover at FYE 24	6,892,278

AVAILABLE BALANCE:	
Rollover less current	TSPLOST
encumbrances at FYE 24	6,892,278

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
TSPLOST II PM - Prof	119,149	123,915	128,872	134,026	139,387	-	-	-	645,349	
TSPLOST II PM - Infra	6,773,129	8,868,571	8,622,608	8,598,484	10,613	-	-	-	32,873,405	
Impact Fees	-	-	-	-	-	-	-	-	-	
Operating Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**6,892,278**	**8,992,486**	**8,751,480**	**8,732,510**	**150,000**	**-**	**-**	**-**	**33,518,754**	**-**

IMPACT ON OPERATING BUDGET:	For FY24-FY28, the salary and benefits for this position are proposed to utilize TSPLOST I and II funding as the inspections will be focused on TSPLOST funded projects. Should a TSPLOST III not occur after FY27 to fund this position, the public works department structure will be evaluated and any impacts on operating budget discussed at that time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



TSPLOST Funded Program Management

PROJECT NAME:	Sites/Park Land Acquisition	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Parks & Recreation

Account #: 300-6110-541101000
350-6110-541101000

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks.

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This money will be used to address opportunities to acquire active park land. 45+ acres of land has been purchased for active park sites. Future requests to focus on increased pocket and neighborhood parks acquired throughout the community & in generally less-served areas.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:		
	Cap Proj	Impact Fees
Expended Through FY 24	3,957,659	3,201,981

BUDGET ROLLOVER FROM PRIOR YEAR:		
	Cap Proj	Impact Fees
Rollover at FYE 24	9,213,020	666,546

BUDGET ROLLOVER FROM PRIOR YEAR:		
Rollover less current	Cap Proj	Impact Fees
encumbrances at FYE 24	9,185,010	666,546

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	13,170,678	-	-	-	-	-	-	-	13,170,678	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	3,868,527	669,000	40,000	40,000	690,000	690,000	690,000	690,000	7,377,527	
Funding Source Total:	**17,039,205**	**669,000**	**40,000**	**40,000**	**690,000**	**690,000**	**690,000**	**690,000**	**20,548,205**	**-**

IMPACT ON OPERATING BUDGET:	The operating impact will depend on the type of land purchased and the end-use of the land.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Vehicle Replacement Reserve (Parks & Recreation)	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of vehicles for Parks & Recreation. This accounts for the increased number of P&R fleet vehicles.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	59,122

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	42,999

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	42,999

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	102,121	15,000	15,000	15,000	15,000	15,000	15,000	15,000	207,121	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**102,121**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**207,121**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenace, insurance, and fuel.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Turf Field Replacements	**Estimated Project Cost:**	$0
		Estimated Completion:	Recurring

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541200001

STRATEGIC PLAN STRATEGY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds will be used to implement capital improvements to the artificial turf fields at our athletic facilities. The two artificial turf fields at Bell Memorial Park were constructed in 2015. The two large Legacy Park turf fields were constructed in 2022. The average lifespan of the carpet with the usage that occurs at our parks (playing surface) is 8-12 years. These funds will be utilized to replace the carpet and infill.

Approx 205,000sf of field to turf

Long-term impact: Minimal change to operating budget. $200,000 each subsiquent year for replacing carpet every 10-12 years.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	1,220,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	1,220,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	1,220,000	-	-	630,000	320,000	320,000	320,000	320,000	3,130,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,220,000**	**-**	**-**	**630,000**	**320,000**	**320,000**	**320,000**	**320,000**	**3,130,000**	**-**

IMPACT ON OPERATING BUDGET: Annual change in maintenance for the listed improvement is minimal.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Bell Memorial Park Fields 1 & 2

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Site Improvements/Providence Park	**Estimated Project Cost:**	$6,595,297
		Estimated Completion:	Beyond 2030

DEPARTMENT: Parks & Recreation (Active)

Account #: 300-6110-541200003
340-6110-541200001
340-6110-541300100

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

Providence Park occupies 42 acres of land off Providence Rd. It has been closed to the public since 2004 to cleanup toxic waste found in the soil. Fulton County completed the remediation of the waste spill in 2015 and turned the park over to the City of Milton. During the years the park was closed, it fell into disrepair. The park was opened in fall 2016 for passive use. A master plan was completed in 2018. Included in this 2 phased plan was the addtion of restroom facilities, ADA accessible trails, a boardwalk, two building features for recreational use, a fishing pier, a playground, camping areas and the draining of water out of the rock quarry. In FY2022/2023, trail, restroom and the fishing pier projects were completed. Grant funds were acquired for the ADA trails, restrooms and fishing pier.
In April 2023, PRAB and Council provided feedback to staff which ultimately removed two components from the long-term phasing of the park. Those two components were an all-inclusive playground and the dedicated camping areas.

"Phase 1": COMPLETED: Demo of structure, partial trail system improvement, restroom, lake overlook
"Phase 1": NOT COMPLETED: stream aligment/dam repair, 13,000sf inclusive playground, updated fencing around quarry, wetland improvements, parking lot update/resurface
"Phase 2": expanded parking area, 900sf open air quarry overlook, performance green, 6500sf nature center/lawn area, dredging of the lake, .12 mile wetland boardwalk, camping area (only with supervision).

Phase 1 remaining: $2,000,000
Phase 2 estimated cost: $4,000,000

Ongoing maintenance:
Open air quarry overlook: $4,000 annually (utilities, repairs, cleaning)
6,500sf Nature Center: $75,000 annually (utilities, cleaning, landscaping, communicaitons, repairs, porter services, etc)
*Optional staffing to be additional $70,000 + relocation of full-time staff member
Performance Green: $20,000 annually for landscaping, irrigation and grounds repairs

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	6,491,097
Land Acquisition	4,200
Fleet Acquisition	-
Other	-
Total Project Cost:	**6,595,297**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Grant Fund
Expended Through FY 24	119,127	1,135,011

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Grant Fund
Rollover at FYE 24	-	4,770

AVAILABLE BALANCE:	Cap Proj	Grant Fund
Rollover less current encumbrances at FYE 24	-	4,770

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget (Capital Projects Fund)	119,127	-	450,000	450,000	450,000	450,000	450,000	450,000	2,819,127	
Operating Budget (Capital Grant Fund)*	739,780	-	-	-	-	-	-	-	739,780	
Grant Funding*	400,000	-	-	-	-	-	-	-	400,000	
Impact Fees**	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**1,258,908**	**-**	**450,000**	**450,000**	**450,000**	**450,000**	**450,000**	**450,000**	**3,958,908**	**2,636,390**

*The Capital Grant Fund includes funding for the following projects: bathroom renovation/lake pier/trail construction.
**Impact Fees will be used toward trail construction costs beyond the approved grant funding.

IMPACT ON OPERATING BUDGET: Final operating costs and cleaning costs will be determined upon concept/design approval.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	-
Other	-
Revenues	-
Total:	**-**



Providence Park

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Bell Memorial Park New Turf Field	**Estimated Project Cost:**	$2,000,000
		Estimated Completion:	2026

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541401500

STRATEGIC PLAN STRATEGY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Converting the remainder of the natural grass fields would be beneficial for playability and utility of our baseball program. Rainouts & cancelations would reduce, while making our recreation program more attractive to prosepective baseball families. The higher quality baseball programs are moving to turf for these reasons. Staff estimates the turfing of the baseball fields at $2,000,000. Approx 205,000sf of field to turf Long-term impact: Minimal change to operating budget. Approximately $200,000 each subsiquent year will be set aside for replacing the carpet every 10-12 years (this will be held in the turf field replacement account).

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	2,000,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**2,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	510,000	510,000	330,000	-	-	-	-	1,350,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	-	650,000	-	-	-	-	650,000	
Other Funding	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**510,000**	**510,000**	**980,000**	**-**	**-**	**-**	**-**	**2,000,000**	**-**

IMPACT ON OPERATING BUDGET:	Annual change in maintenance for the listed improvement is minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Bell Memorial Park Fields 1 & 2

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Legacy Park Parking Lot Upgrades	**Estimated Project Cost:**	$1,750,000
		Estimated Completion:	2024

DEPARTMENT: Parks & Recreation (Active)

Account #: 300-6110-541200004
350-6110-541200004

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks.

Recurring/Non-Recurring: Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

These funds will be used to address the deteriorating parking lot at Legacy Park. Currently, the parking lot has a few dedicated handicap spots and open space without consistently marked parking spaces. The lot's surface consists of an asphalt driveway that transitions into mostly asphalt millings.

This improvement project will achieve two main goals:

1. Transform the parking lot to accommodate more vehicles by expanding its footprint.
2. Re-pave the lot for better functionality and aesthetics.

The scope of work includes tree removal, grading, stormwater, paving and septic improvements for the maintenance building. Estimated cost for engineering, design, and construction: $1,750,000 (as calculated by Public Works)
Long term impact- reduced septic repairs

ESTIMATED PROJECT COST:	
Planning & Design	100,000
Construction	1,650,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,750,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Impact Fees
Expended Through FY 24	-	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Impact Fees
Rollover at FYE 24	497,889	-

AVAILABLE BALANCE:		
Rollover less current encumbrances at FYE 24	Cap Proj 497,889	Impact Fees -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	497,889	470,000	132,111	-	-	-	-	-	1,100,000	
Other Funding	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	-	-	650,000	-	-	-	-	-	650,000	
Funding Source Total:	**497,889**	**470,000**	**782,111**	**-**	**-**	**-**	**-**	**-**	**1,750,000**	**(0)**

IMPACT ON OPERATING BUDGET: There will be some minimal cost savings to repairs and maintenance from replacing the septic system at the maintenance building.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	(1,500)
Other	-
Revenues	-
Total:	**(1,500)**



Cox Road Facility

PROJECT NAME:	Milton City Park and Preserve Facility Improvements (Active)	**Estimated Project Cost:**	$3,727,993
		Estimated Completion:	Beyond 2026

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541300102

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:

The Former Milton Country Club Master Plan was adopted August 19, 2019. For the active acres, the master plan called for the renovation of the clubhouse to support active, indoor recreation programming. As part of this renovation, the existing cart barn to the east of the building along with other structures are to be removed. Throughout the phasing, the plan suggests for additional parking, tennis courts, pool improvements, sand volleyball courts and a covered addition onto the back side of the clubhouse.
In April 2023, PRAB and Council provided guidance to staff re-prioritizing the long-term funding for projects. During this discussion, several components of the Park Master Plan were removed. The park components removed include the fireplace, sand volleyball courts, 100% inclusive playground and the expanded event lawn. The bioswale located to the south of the building was also deemed unnecessary, as long as it's not truly needed to collect water runoff.

Staff to be applying for LWCF Grant funding through DNR to fund the majority of Concept "B". The estimated cost for this project is $1.4 million, with $500,000 in support from the grant.

Concept "A" - Renovation of the building (COMPLETE)
Concept "B" - *Reconfiguration of the building* , 2 additional tennis courts, tennis viewing deck, event lawn, sand volleyball courts, "inclusive" playground, bioswale to catch water, parking lot improvements
Concept "C" - Outdoor fireplace, larger back patio, additions to viewing deck, waterslide for pool, improved "event lawn" and enhanced landscaping

Cost Estimate: Concept B - $1.8-$2.0 million
Cost Estimate: Concept C - $900,000

Long-term impact: Resurfacing tennis courts every 5-7 years- budget $8,000 per year, stain viewing deck every 5 years (minimal)
Operating: landscape improvement upkeep ($5000 per year)
Operating: Pool slide maintenance and staffing ($18,000 per year)
Operating: LED light conversion, decreased annual costs ($1,000-$2,000 per year)

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	3,672,993
Land Acquisition	-
Fleet Acquisition	-
Other	55,000
Total Project Cost:	**3,727,993**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	Grant Fund
Expended Through FY 24	1,144,017	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	Grant Fund
Rollover at FYE 24	1,150,983	500,000

AVAILABLE BALANCE:	Cap Proj	Grant Fund
Rollover less current encumbrances at FYE 24	1,149,390	500,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	2,295,000	350,000	300,000	282,993	-	-	-	-	3,227,993	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	500,000	-	-	-	-	-	-	-	500,000	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**2,795,000**	**350,000**	**300,000**	**282,993**	**-**	**-**	**-**	**-**	**3,727,993**	**-**

IMPACT ON OPERATING BUDGET:

Cleaning and maintenance forecasts have been accounted for based on current building layout projections. Revenue forecasts are based on planned programming in the new clubhouse and facility rental fees will be assessed if approved by Council.

Estimated Annual Impact:	
Expenditures	
Personnel	-
Maintenance	14,000
Other	-
Revenues	(14,200)
Total:	**(200)**

Land Conservation	New Active Athletic Complex	**Estimated Project Cost:**	$20,000,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** 300-6110-541200005

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The next step in the development of our Parks facilities is the development of another athletic park, with similar amenities to Bell Memorial Park. The increased population and program popularity has coorelated to an increase in our recreation programming. The current needs of the community include 4 baseball fields, another 2 rectangular fields as outlined in the 2027 comprehensive master plan. This park would feature artificial turf fields for both the multi-purpose fields and the baseball/softball fields. Recommended in this park (oustide of operational needs such as storage and maintenance spaces) would be the inclusion of other parks amenities, such as but not limited to playground, concessions, picnic areas, trails and outdoor recreation space.

ESTIMATED PROJECT COST:	
Planning & Design	1,000,000
Construction	18,530,000
Land Acquisition	-
Fleet Acquisition	-
Other	470,000
Total Project Cost:	**20,000,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	15,100,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	15,100,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	5,100,000	-	-	-	-	-	-	-	5,100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Sale of Assets	-	4,900,000	-	-	-	-	-	-	4,900,000	
Other (ARPA Funds)	10,000,000	-	-	-	-	-	-	-	10,000,000	
Funding Source Total:	**15,100,000**	**4,900,000**	**-**	**-**	**-**	**-**	**-**	**-**	**20,000,000**	**-**

IMPACT ON OPERATING BUDGET:	Forecasted expenses are based on the annual cost to maintain such a facility including landscaping, grounds maintenance, facility upkeep, staffing, operations, utilities, etc. Revenue forecasts are based on potential programming and field rentals. Staff has requested that the Parks Manager be hired in the 4th quarter of FY 2025 and has no anticiaption for additional staffing at this time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	275,000
		Other	50,000
		Revenues	(30,000)
		Total:	**295,000**

Concept Plan for Deerfield Pkwy Active Park

Land Conservation	Indoor Community Center	**Estimated Project Cost:**	$13,000,000
		Estimated Completion:	2031

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Build an Indoor Community Center **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City has expanded the inventory of outdoor fields and playspaces. The next step in the development of our Parks facilities is the development of an indoor community center. This could be used for basketball, exercise classes, summer camps, art classes, dance classes, active senior activities and adult activities. The comprehensive master plan found an immediate need for an addtional 60,216 square feet of indoor recreation center space. The plan recommends a multi-generational community center that would provide programming for all age ranges from youth to active seniors (active seniors being a gap in our programming). Next steps would be planning, design then construction. Costs can be reduced if it is built on land already owned by the City of Milton.

ESTIMATED PROJECT COST:	
Planning & Design	525,000
Construction	12,475,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**13,000,000**

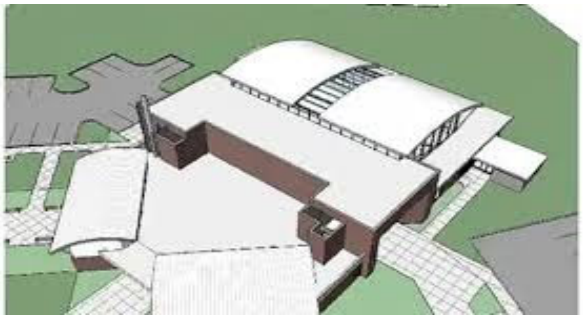
ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	400,000	1,000,000	1,000,000	1,000,000	1,100,000	1,100,000	1,100,000	6,700,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**400,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,100,000**	**1,100,000**	**1,100,000**	**6,700,000**	**6,300,000**

IMPACT ON OPERATING BUDGET:	This will result in an ongoing cost of the maintenance of the facility as well as the operation of the facility. Actual impact will be determined once building design is complete.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	240,000
		Maintenance	259,000
		Other	-
		Revenues	-
		Total:	**499,000**



Rendering of a Community Center

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Physical Security Upgrades-Parks/Facilities	**Estimated Project Cost:**	$150,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This project will be to implement a cloud based access control and video surveillance system at all City facilities and parks. The first phase of the project will be focused on some of the City Parks starting with Birmingham, Lackey, and Bell Parks. The system will be completely cloud based with no on-premise management servers or storage. Estimated number of cameras is 7 cameras, with some needing cellular routers for connectivity, polls, and solar powered units.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	150,000
Total Project Cost:	**150,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	75,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	75,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	75,000	75,000	-	-	-	-	-	-	150,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-		-	-	-	-	-	-	-	
Funding Source Total:	**75,000**	**75,000**	**-**	**-**	**-**	**-**	**-**	**-**	**150,000**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	2,000
		Other	-
		Revenues	-
		Total:	**2,000**



Cloud Based Access Control and Video Surveillance System

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Land Conservation	**Estimated Project Cost:**	N/A
		Estimated Completion:	2030

DEPARTMENT: Passive Parks/Greenspace **Account #:** 310-6210-541100001

STRATEGIC PLAN STRATEGY: Protect and Preserve Open Space

STRATEGIC ACTION ITEM: Open Space Preservation **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Since a $25 million greenspace bond was approved by our citizens in November 2017, the City and the Milton Greenspace Advisory Committee (MGAC) are now working on the creation of a viable conservation plan. All bond funds used to purchase greenspace will be accounted for in this conservation account within the Passive Parks/Greenspace Department.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	G.O. Bond Fd
Expended Through FY 24	21,159,656

BUDGET ROLLOVER FROM PRIOR YEAR:	G.O. Bond Fd
Rollover at FYE 24	5,601,166

AVAILABLE BALANCE:	G.O. Bond Fd
Rollover less current encumbrances at FYE 24	5,590,576

		Planned Funding Requests								
FUNDING SOURCE(S):	**Previously Allocated**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**Total Funding**	**Unfunded Amount**
Other Revenue	71,150	-	-	-	-	-	-	-	71,150	
GO Bond	25,376,842	-	-	-	-	-	-	-	25,376,842	
Interest Earnings	1,312,829	135,000	-	-	-	-	-	-	1,447,829	
Funding Source Total:	**26,760,821**	**135,000**	**-**	**-**	**-**	**-**	**-**	**-**	**26,895,821**	**-**

IMPACT ON OPERATING BUDGET:	The cost of maintenance (mowing, litter pickup, etc) for each parcel purchased will have an impact on the operating fund.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Milton Landscape

PROJECT NAME:	Site Improvements/Passive Parks	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200000

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Funding will accrue in this account for the purposes of improving Milton's passive parks/greenspace. As project proposals/plans are approved by Mayor and Council the funds will be allocated to the line item for that specific park. In FY22, funding was used for gravel equestrian accessible parking area, site and fencing repairs to improve conditions for opening the Freemanville Road at Birmingham Road (Belmont Farms) greenspace. In FY23, $30,000 was allocated for Liberty Grove/Blue Valley Pocket Park landscaping.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	107,301

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	30,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	30,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	137,301	-	-	-	-	-	-	-	137,301	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**137,301**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**137,301**	**-**

IMPACT ON OPERATING BUDGET:	TBD once the implementation for the approved plans have been determined.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Site Improvements/Birmingham Park	Estimated Project Cost:	$1,500,000
		Estimated Completion:	Beyond 2026

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200003

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This 200+ acre site is on the north end of the City behind Fire Station 43 (750 Hickory Flat Rd). It is currently an undeveloped, passive park that is open to the public for activities like hiking, horseback riding, dog walking, etc. Improvements and improvement phases for the Park are proposed in the Community Trail Prioritization Plan 2020. Additional priority improvements have been identified by the Milton Equestrian Committee.

ESTIMATED PROJECT COST:	
Planning & Design	250,000
Construction	1,250,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**1,500,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	146,099

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	730,001

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	730,001

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	876,100	268,750	355,150	-	-	-	-	-	1,500,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**876,100**	**268,750**	**355,150**	**-**	**-**	**-**	**-**	**-**	**1,500,000**	**-**

IMPACT ON OPERATING BUDGET:	Operating impact will be determined upon final concept/design approval.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Birmingham Park

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Site Improvements/Mayfield Farm Park	**Estimated Project Cost:**	$90,000
		Estimated Completion:	TBD

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200004

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Explore partnerships and relationships to meet the needs of the community. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Planning initiatives for Mayfield Farm Park in cooperation with the City of Alpharetta. The demolition and site cleanup phase is planned for 2023. This includes creating a safe and blank slate for future possible agricultural and environmental uses in conjunction with the City of Alpharetta.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	90,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**90,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	90,000

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj 90,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	90,000	-	-	-	-	-	-	-	90,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**90,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**90,000**	**-**

		Estimated Annual Impact:	
IMPACT ON OPERATING BUDGET:	The operating costs for this park will be determined once final concept/design have been approved.	**Expenditures**	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Property Frontage

PROJECT NAME:	Facility Repair & maintenance/Mayfield Road Stormwater Facility	**Estimated Project Cost:**	$0
		Estimated Completion:	N/A

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-522220010

STRATEGIC PLAN STRATEGY:

STRATEGIC ACTION ITEM: **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds were collected as part of the development agreement for the Lakeside Park property on Mayfield Road. They have been set aside to be spent on major repairs to the stormwater structure when required.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	80,637

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	80,637

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Capital Revenues	80,637	-	-	-	-	-	-	-	80,637	
Funding Source Total:	**80,637**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**80,637**	**-**

IMPACT ON OPERATING BUDGET:		**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Site Improvements/Milton City Park and Preserve	**Estimated Project Cost:**	$6,120,000
		Estimated Completion:	Beyond 2026

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200001

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Former Milton Country Club Master Plan was adopted August 19, 2019. The funding outlined in this project represents the anticipated costs associated with carrying out phases 1 (A, B, C, D), 2, 3, and hydrology improvements of the approved master plan.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	6,120,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**6,120,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds	Grant Fund
Expended Through FY 24	977,425	253,686	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds	Grant Fund
Rollover at FYE 24	387,824	-	2,025,539

AVAILABLE BALANCE:	Cap Proj	ARPA Funds	Grant Fund
Rollover less current encumbrances at FYE 24	297,574	-	2,025,539

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget (Capital Projects Fund)	1,365,249	200,000	200,000	200,000	200,000	65,212	-	-	2,230,461	
Operating Budget (Capital Grant Fund)*	525,539	-	-	-	-	-	-	-	525,539	
Grant Funding	1,500,000	-	-	-	-	-	-	-	1,500,000	
ARPA Funding	253,686	1,610,314	-	-	-	-	-	-	1,864,000	
Funding Source Total:	**3,644,474**	**1,810,314**	**200,000**	**200,000**	**200,000**	**65,212**	**-**	**-**	**6,120,000**	**-**

IMPACT ON OPERATING BUDGET:	TBD once the implementation for the approved plan has been determined.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Site Improvements/Lackey Road	**Estimated Project Cost:**	$28,300
		Estimated Completion:	2024

DEPARTMENT: Passive Parks/Greenspace **Account #:** 300-6210-541200001

STRATEGIC PLAN STRATEGY: Park & Recreation Enrichment

STRATEGIC ACTION ITEM: Increase our capacity for active, passive and linear parks. **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Lackey Road property dam with outfall structure was inspected and a maintenance plan was developed. Overall, the dam is in moderate condition and requires some repairs in order to bring it into fully functional condition. The first phase includes minor improvements to the principal spillway and trash rack. A future phase could include extensive maintenance repairs and modifications to the dam.

ESTIMATED PROJECT COST:	
Planning & Design	15,000
Construction	13,300
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**28,300**

ACTUAL EXPENDITURES TO DATE:	Cap Proj	ARPA Funds
Expended Through FY 24	-	8,300

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj	ARPA Funds
Rollover at FYE 24	20,000	-

AVAILABLE BALANCE:	Cap Proj	ARPA Funds
Rollover less current encumbrances at FYE 24	20,000	-

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	20,000	-	-	-	-	-	-	-	20,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
ARPA Funding	8,300	-	-	-	-	-	-	-	8,300	
Funding Source Total:	**28,300**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**28,300**	**-**

IMPACT ON OPERATING BUDGET:	Additional impact will be determined upon completion of the inspection.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Lackey Road Property

PROJECT NAME:	Tree Recompense Fund	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Community Development **Account #:** 300-7410-541200001

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	To provide for an on-call contract for the purchase of trees, including installation and maintenance costs to service such trees. Said trees to be located within public spaces. These funds are generated from tree recompense fees paid by developers.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	344,628

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	35,834

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	35,834

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Tree Recompense Fees	380,462	-	-	-	-	-	-	-	380,462	
Funding Source Total:	**380,462**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**380,462**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

CAPITAL IMPROVEMENT PLAN

PROJECT NAME:	Gateway/Wayfinding Signage and Historic Markers	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Community Development **Account #:** 300-7410-521200007

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	This is a continuation of the wayfinding signage program. It includes planning and construction of signage for the Deerfield area. Additionally, it includes "welcome" signage at the entrances to the City; and, addional historic markers for the City. FY25 - Requesting additional funds for consulting work related to a signage master plan as the project gets underway.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	246,215

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	368,970

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	368,970

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	615,185	100,000	25,000	25,000	25,000	25,000	25,000	25,000	865,185	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding - GDOT	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**615,185**	**100,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**865,185**	**-**

IMPACT ON OPERATING BUDGET:	Annual maintenance is minimal.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Gateway Signage

PROJECT NAME:	Arnold Mill Small Area Plan	**Estimated Project Cost:**	$125,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-521201001

STRATEGIC PRIORITY: Smart Land Planning

STRATEGIC ACTION ITEM: Enhance Commercial Nodes **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Milton's 2030 Comprehensive Plan identifies Arnold Mill as a Character Area designated for future master planning. The plan recommends policies that preserves the area's rural character, avoids commercial development, dense townhomes and apartment, and guides new development to one or two small nodes with a design-oriented zoning overlay, reserving the rest of the corridor for rural, agricultural, and low-density residential use. The recent 2040 Comprehensive Plan conveys the same vision to protect the existing low density, rural residential housing in Arnold Mill. The 2040 Comp Plan also promotes policies where development designs, landscaping, lighting, signage, and scale add value to our community. In order to support this policy, the Comp Plan 2040 identifies a strategy to update the Master Plan 2014 and create more specific detailed design guidelines for Arnold Mill Road (SR140). The funding for this capital project will go toward the hiring of a consultant to create a small area plan which reflects the Master Plan 2014 and its Character area narrative *Comp Plan LU.1 and Strategic Plan SR.1b.3

ESTIMATED PROJECT COST:	
Planning & Design	125,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**125,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	18,446

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	106,554

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	125,000	-	-	-	-	-	-	-	125,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**125,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**125,000**	**-**

IMPACT ON OPERATING BUDGET:	No future impact known at this time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Windward & Hwy 9 Livable Centers Initiative (LCI) Update	**Estimated Project Cost:**	$60,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-521201003

STRATEGIC PRIORITY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Calm, Efficient Transportation Infrastructure **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Comprehensive Plan Advisory Committee and the public articulated a desire to proactively focus on the Deerfield Character Area using the RKG study as a road map. This STWP ED.3d/Strategic Plan SR.1b.5d). Community Development proposed two initiatives necessary for the implementation of this plan. The first one is the beautification of Hwy 9 which is an ongoing assessment of businesses' signage and property maintenance; and the second initiative is updating the Livable Centers Initiative Plan--the focus of this Capital Request. The first Highway 9/GA 400 Area LCI Plan was adopted in 2012 and an update is needed to promote greater livability, mobility, development alternatives and transportation investments in existing corridors. The new LCI Plan calls for enhancing and strengthening the area's character with emphasis on enhanced walkability, connectivity, landscaping, architectural character, and mixed-use developments that promote a live-work-play community concept. Community Development Department seeks funding to hire consultant with expertise on on integrated planning of transportation and land use and prepare the LCI Plan Update *Comp Plan ED.3d and Strategic Plan SR.1b.5d

ESTIMATED PROJECT COST:	
Planning & Design	60,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**60,000**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	60,000

AVAILABLE BALANCE:	
Rollover less current	Cap Proj
encumbrances at FYE 24	60,000

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	60,000	-	-	-	-	-	-	-	60,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**60,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**60,000**	**-**

IMPACT ON OPERATING BUDGET:	No future impact known at this time.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Code Enforcement Software	Estimated Project Cost:	$100,000
		Estimated Completion:	2024

DEPARTMENT: Community Development **Account #:** 300-7410-542401000

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Effective Information Technology **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	Code enforcement staff play an integral role in the community and deserve high-quality software that assists them in enforcing the city ordinance. The funding for this capital request will go toward the purchase of a new code enforcement software—a software solution that is intuitive, modernized, and efficient. This software streamlines the process by giving a comprehensive way to track violations, maintain records, scheduling inspections, generating and issuing notices. In addition, this software has a mobile functionality that enables staff to retrieve case information, enter inspection information, and take and upload photos from the field. Lastly, this software must have the ability for citizens to submit complaints online and view status updates. With all these features integrated in one software technology, staff can operate with greater efficiency and increase the overall effectiveness of administering code enforcement in Milton.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	100,000
Total Project Cost:	**100,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	100,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	100,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	100,000	-	-	-	-	-	-	-	100,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**100,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**-**

IMPACT ON OPERATING BUDGET:	Software requires annual maintenance or subscription fee, thus, each year the department will pay fee each fiscal year.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	5,000
		Other	-
		Revenues	-
		Total:	**5,000**

PROJECT NAME:	Deerfield Implementation Plan	Estimated Project Cost:	$300,000
		Estimated Completion:	2025

DEPARTMENT: Community Development **Account #:** 300-7410-521200000

STRATEGIC PLAN STRATEGY: Smart Land Planning

STRATEGIC ACTION ITEM: Enhance Commercial Nodes **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The City is conducting an Implementation Plan for the Deerfield and Bethany character areas within the City. Deerfield is expected to become the economic engine for the city and is within the City's Urban Growth Boundary. This plan will integrate prior adopted plans for all disciplines and to expand on the visualization of the landscape and architectural styles and uses. This will include buildout and massing visualization , urban design, transportation and mobility for both vehicular and pedestrian circulation, parks, green space and civic spaces to create a unique district identity. Public engagement and presentations to city boards and commissions is expected to be at the core of the process. The project is scheduled with 3 phases and will take approx. 12 months to complete.

ESTIMATED PROJECT COST:	
Planning & Design	300,000
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	300,000

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	300,000

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Funding	Unfunded Amount
Operating Budget	300,000	-	-	-	-	-	-	-	300,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-		-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**300,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**300,000**	**-**

IMPACT ON OPERATING BUDGET:	Once the plan is complete staff should have a better forecast of the potential revenue impacts.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Impact Fee CIE/Methodology Updates/Impact Fee Administration	**Estimated Project Cost:**	N/A
		Estimated Completion:	N/A

DEPARTMENT: Community Development **Account #:** 350-7410-521200000

STRATEGIC PLAN STRATEGY: Strategic, Efficient & Engaged Government

STRATEGIC ACTION ITEM: Streamline Processes **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The original Impact Fee Ordinance and methodology were adopted in 2015. The 2012 Parks and Rec Plan and Trails Plan were the basis for the original ordinance. These plans have been updated, and others have been adopted as well. Therefore, the updated plans and their projects need to be reflected in a updated Impact Fee Ordinance and methodology plan. In addition, the ordinance will update the proration of population, housing, employment, and traffic generation forecasts for the City to the target year 2040. It will provide an amended Capital Improvements Element and prepare of a revised schedule of impact fees. Annual updates to the CIE will also be funded from this account. Funding may also be utilized for any impact fee related administrative costs such as employee salaries, consultant review, etc.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	
	Impact Fees
Expended Through FY 24	78,293

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Impact Fees
Rollover at FYE 24	49,156

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Impact Fees 41,851

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	-	-	-	-	-	-	-	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Impact Fees	127,449	-	30,000	30,000	-	30,000	30,000	30,000	277,449	
Funding Source Total:	**127,449**	**-**	**30,000**	**30,000**	**-**	**30,000**	**30,000**	**30,000**	**277,449**	**-**

IMPACT ON OPERATING BUDGET:	No additional impact anticipated.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**

PROJECT NAME:	Vehicle Replacement Reserve (Community Development)	Estimated Project Cost: N/A Estimated Completion: N/A

DEPARTMENT: Community Development **Account #:** 300-7410-542201000

STRATEGIC PLAN STRATEGY: Provide Responsible and Responsive Government

STRATEGIC ACTION ITEM: Provide Quality Services **Recurring/Non-Recurring:** Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	These funds provide for standard replacement of vehicles for Community Development.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	-
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**-**

ACTUAL EXPENDITURES TO DATE:	Cap Proj
Expended Through FY 24	267,414

BUDGET ROLLOVER FROM PRIOR YEAR:	Cap Proj
Rollover at FYE 24	5,930

AVAILABLE BALANCE:	Cap Proj
Rollover less current encumbrances at FYE 24	5,930

FUNDING SOURCE(S):	Previously Allocated	Planned Funding Requests							Total Funding	Unfunded Amount
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031		
Operating Budget	273,344	33,222	33,222	33,222	33,222	33,222	33,222	33,222	505,898	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**273,344**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**33,222**	**505,898**	**-**

IMPACT ON OPERATING BUDGET:	The impact will involve general vehicle maintenace, insurance, and fuel.	Estimated Annual Impact:	
		Expenditures	
		Personnel	-
		Maintenance	500
		Other	-
		Revenues	-
		Total:	**500**

Capital Initiatives Summary

Initiative	Capital Projects Fund		Operating Impact			
	FY 2025 Proposed	FY 2026-FY 2031	FY 2026	FY 2027	FY 2028	FY 2029
GENERAL GOVERNMENT BUILDINGS						
McConnell Chadwick House Restoration/Preservation	$ 220,000	$ 200,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
TOTAL GENERAL GOVERNMENT BUILDINGS	**$ 220,000**	**$ 200,000**	**$ 10,000**	**$ 10,000**	**$ 10,000**	**$ 10,000**
POLICE						
Special Investigations Detective (Task Force) Vehicle	$ 65,000	$ -	$ 3,000	$ 3,000	$ 3,000	$ 3,000
Basement Buildout	-	300,000	-	2,000	2,080	2,163
TOTAL POLICE	**$ 65,000**	**$ 300,000**	**$ 3,000**	**$ 5,000**	**$ 5,080**	**$ 5,163**
PARKS & RECREATION (ACTIVE)						
Bethwell Community Center Renovations	$ 78,000	$ -	$ -	$ -	$ -	$ -
Parks Manager (FT) Vehicle	45,000	-	500	500	500	500
TOTAL PARKS & RECREATION (ACTIVE)	**$ 123,000**	**$ -**	**$ 500**	**$ 500**	**$ 500**	**$ 500**
TOTAL CAPITAL INITIATIVES	**$ 408,000**	**$ 500,000**	**$ 13,500**	**$ 15,500**	**$ 15,580**	**$ 15,663**

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	McConnell Chadwick House	**Estimated Project Cost:**	$220,000
		Estimated Completion:	2030

DEPARTMENT: General Govt Building

Account #: [Finance will create account #]

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Culture in Public Spaces

Recurring/Non-Recurring: Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The McConnell-Chadwick Homestead has been identified by the City of Milton with a historic marker. The house was established around the early 1830s and has significant historical and architectural value to the community. The property is proposed to be donated to the City. The goal of the donation is in hopes to keep the house standing and give the place the importance it deserves in cooperation with the Milton Historical Society. The preservation and restoration of this important landmark offer an excellent opportunity to preserve the stories and histories of the Cherokee Indians and the McConnell-Chadwick families. This project will provide funding for immediate repairs needed to the exterior of the structure for preservation efforts by the City.

ESTIMATED PROJECT COST:	
Planning & Design	20,000
Construction	200,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**220,000**

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	220,000	-	-	-	200,000	-	-	420,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**220,000**	**-**	**-**	**-**	**200,000**	**-**	**-**	**420,000**	**-**

IMPACT ON OPERATING BUDGET:	Mowing, basic exterior preservation	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	10,000
		Other	-
		Revenues	-
		Total:	**10,000**



McConnell-Chadwick Home with marker (2018)

McConnell-Chadwick House

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	Police Basement Buildout	**Estimated Project Cost:**	$300,000
		Estimated Completion:	2026

DEPARTMENT: Police **Account #:**

STRATEGIC PLAN STRATEGY: Sustainability and Resiliency

STRATEGIC ACTION ITEM: Safe and Secure Community **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Police Department located at the PSC was first occupied in the year 2020. The department has grown 20% since the PD moved in and much of that growth occurred in areas that require office space. The building was constructed with a 25% expected growth space. The current floor plan is approaching maximum capacity with only 2 vacant cubicles left in the building. We have also added additional workspace over the past 4 years to alleviate overcrowding. To plan for future growth and to free up current overcrowding, the PD is requesting the implementation of a financial plan to fund the finishing of the approximate 2,600 sq/ft of allocated growth space in the PD basement. The initial plans for the basement would include three areas. Area 1 would be office and cubicle space. This would allow for the relocation of a PD unit to free up the overcrowding that has started on the main floor. Area 2 would be secured storage. Currently, case files are being held in the fingerprint room, general storage area, and quartermaster area. The PD is required to maintain physical records for up to 100 years and this area would provide dedicated storage that is not in high-trafficked areas. Area 3 would be for a dedicated workout space. Every fire station has a gym, but they are not accessible to PD during overnight hours. This would provide a dedicated area for police employees to work out at all hours.

ESTIMATED PROJECT COST:	
Planning & Design	-
Construction	300,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**300,000**

ACTUAL EXPENDITURES TO DATE:	
	Cap Proj
Expended Through FY 24	-

BUDGET ROLLOVER FROM PRIOR YEAR:	
	Cap Proj
Rollover at FYE 24	-

AVAILABLE BALANCE:	
Rollover less current encumbrances at FYE 24	Cap Proj -

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	-	150,000	150,000	-	-	-	-	300,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
HIDTA	-	-	-	-	-	-	-	-	-	
Insurance Proceeds	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**150,000**	**150,000**	**150,000**	**-**	**-**	**-**	**-**	**300,000**	**-**

IMPACT ON OPERATING BUDGET:	Increased power and cleaning fees are expected.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	2,000
		Other	-
		Revenues	-
		Total:	**2,000**



Police Vehicle

CAPITAL INITIATIVE REQUEST FORM

PROJECT NAME:	Bethwell Community Center Renovations	**Estimated Project Cost:**	$78,000
		Estimated Completion:	2025

DEPARTMENT: Parks & Recreation (Active) **Account #:** [Finance will create account #]

STRATEGIC PRIORITY: Public Land and Resources

STRATEGIC ACTION ITEM: Active Parks and Recreation **Recurring/Non-Recurring:** Non-Recurring

PROJECT DESCRIPTION and/or JUSTIFICATION:	The Bethwell Community Center serves as a recreational and social facility for our residents. With a history of providing space for gatherings, meetings, and recreational activities, the center plays a significant role in providing smiles on faces. However, over time, the space's look and feel have become outdated, detracting from its appeal. The proposed renovation project aims to revitalize the Bethwell Community Center, transforming it into a modern, inviting, and multifunctional space that will better meet the needs of our residents and recreation programs. By updating key elements such as paint, flooring, kitchen facilities, lighting and bathrooms, we seek to enhance the aesthetic appeal, functionality, and overall user experience of the center.

ESTIMATED PROJECT COST:	
Planning & Design	8,000
Construction	70,000
Land Acquisition	-
Fleet Acquisition	-
Other	-
Total Project Cost:	**78,000**

FUNDING SOURCE(S):	**Previously Allocated**	**Planned Funding Requests**							**Total Funding**	**Unfunded Amount**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**		
Operating Budget	-	78,000	-	-	-	-	-	-	78,000	
Debt Financing	-	-	-	-	-	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	
Funding Source Total:	**-**	**78,000**	**-**	**-**	**-**	**-**	**-**	**-**	**78,000**	**-**

IMPACT ON OPERATING BUDGET:	This renovation should provide little impact on the ongoing operating budget. No changes are proposed to impactful elements such as the HVAC or windows.	**Estimated Annual Impact:**	
		Expenditures	
		Personnel	-
		Maintenance	-
		Other	-
		Revenues	-
		Total:	**-**



Interior Picture of Bethwell Community Center

Debt

Debt Issuance and Management

As mentioned earlier, the City's main priorities with regard to issuing debt are:

- Maintaining a sound financial position. This means that long-term tax-exempt debt will only be utilized to provide resources to finance needed capital improvements. Simultaneously, the City will accumulate adequate resources to repay the debt.
- To maintain and improve the City's credit rating through strong financial administration.
- Complying with all applicable federal and state laws, rules and regulations related to the issuance of debt.

The City acknowledges that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that excess outstanding debt may have detrimental effects on the ability of the City to meet its continuing operational needs. Issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to the Debt Management Policy helps ensure that the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Credit ratings are the rating agencies' assessment of the City's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates a borrower must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings.

Milton's adherence to federal and state laws, rules and regulations as well as its strong financial policies and procedures made it possible to obtain a triple A rating, the highest credit quality given by the rating agencies, on its first attempt to secure a credit rating. With virtually no credit history due to the pay-as-you-go nature of purchases in the past, the City received a triple-A rating from Standard & Poor's (AAA) and Moody's (Aaa) in 2017. We were successful in retaining these rating as the City issued revenue bond series, 2019 last October.

The City recognizes that there are advantages and disadvantages to both the pay-as-you-go method of financing purchases and to issuing debt. Milton staff weighs out these factors each year during the update to the seven-year Capital Improvement Plan. The matrix below outlines some of the main advantages and disadvantages taken into consideration during the planning process:

	PAY-AS-YOU-GO	DEBT FINANCING
Advantages	Future funds are not tied up in servicing debt payments	Infrastructure is delivered when it is needed
	Interest savings can be put towards other projects	Spreads costs over the useful life of the asset
	Greater budget transparency	Increases capacity to invest
	Avoid the risk of default	Allocates costs to citizens who receive the related benefits
Disadvantages	Long wait time for new infrastructure	Potentially high borrowing rate/interest costs
	Large projects may exhaust the entire budget for capital projects	Debt payments limit future budget flexibility
	Inflation risk	Generations forced to service debt requirements
	Allocates costs of project to citizens that may not benefit	Additional tax levy may be required to repay debt

GLOSSARY/ ACRONYMS

Glossary

A

Accrual Basis of Accounting – A method of accounting where revenues are recorded when they are earned and expenditures are recorded when goods or services are received.

Ad Valorem Tax – A tax based on the value of the property.

Amortization – The reduction of debt by regular payments of principal and interest sufficient to retire the debt by maturity.

Appropriation – An authorization made by the city council which permits officials and department heads to incur obligations against and to make expenditures of governmental resources.

Assessed Value – The value placed on the property for tax purposes. The assessed value of property is 40% of the fair market value.

B

Balanced Budget (General Fund) – Total anticipated revenues plus that portion of the fund balance in excess of authorized reserves that is designated as a funding source shall equal the total estimated expenditures for each fund.

Basis of Accounting – Timing of recognition for financial reporting purposes.

Basis of Budgeting – Method used to determine when revenues and expenditures are recognized for budgeting purposes.

Bond – A written promise to pay a specified sum of money at a specified future date or dates together with periodic interest at specified rates. Bonds are typically used for long-term debt.

Budget – The financial plan for the operations of a department, program or project for the current year or for the duration of the project.

Budget Amendment – A revision of the adopted budget that, when approved, replaces the original provision and increases or decreases the budget appropriation.

C

Capital Assets (Fixed Assets) – Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art or historical treasures, infrastructure and all other tangible or intangible assets that are used in operations and have an initial useful life extending beyond a single reporting period. Milton recognizes capital assets as those assets with an estimated useful life of three or more years and with an acquisition value of $10,000 or more.

Capital Improvement Plan (CIP) – A comprehensive five-to-seven year plan, updated annually, of the capital projects for the city.

Capital Outlay – An expenditure for the acquisition or, or addition to, a fixed asset. Items acquired for less than $10,000 are not considered capital outlay for the city.

Capital Projects Fund – Fund type used to account for financial resources that are restricted, committed or assigned to expenditure for capital outlays.

Charter – Manual that establishes the government structure and defines boundaries, specific powers, functions, essential procedures, and legal control. In Georgia, a charter is created through a legislative act of the Georgia General Assembly.

Contingency – Funds set aside for unforeseen future needs and budgeted in a "non-departmental" account. Contingency funds can be transferred to a department budget only by the action of city council.

Credit Risk – Risk that an issuer or other counterparty to an investment will not fulfill its obligations.

D

Debt – An obligation resulting from the borrowing of money or from the purchase of goods and services.

Debt Service – Available resources set aside for the payment of principal and interest to lenders or creditors on outstanding debt.

Department – A major administrative division of the city with indicated overall management responsibility for an operation or a group of related operations within a functional area.

Depreciation – The portion of the cost of a fixed asset charged as an expense during a particular period. The cost of a fixed asset is prorated over the estimated useful life of the asset.

E

Encumbrance – A commitment of funds against appropriations in which the expenditure has not actually been made at the time of the recording. To encumber funds means to set aside funds for a future expenditure.

Expenditure (Expense) – This term refers to the outflow of funds paid or to be paid for an asset obtained or a good/service received regardless of when the expense is actually paid. "Expenditure" applies to Governmental Funds and "Expense" to Proprietary Funds.

F

Fair Market Value – An estimate of the market value of the property as determined by the Fulton County Board of Assessors.

Fiduciary Fund – A category of funds used to report assets held in a trustee or agency capacity for others and which therefore cannot be used to support the government's own programs.

Fiscal Year – The twelve month period designated by the city council signifying the beginning and ending period for recording financial transactions. Milton's fiscal year runs October 1 through September 30.

Function – Group of related activities aimed at accomplishing a major service or regulatory program for which a government is responsible.

Fund – Fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, that are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

Fund Balance – Net position of a governmental fund (difference between assets, liabilities, deferred outflows of resources and deferred inflows of resources).

G

General Fund – One of five governmental fund types. The general fund typically serves as the chief operating fund of a government. The general fund is used to account for all financial resources not accounted for in some other fund.

General Obligation Bonds – Bonds whose principal and interest are paid from property tax for debt service and are backed by the city's full faith and credit. Approval by referendum vote is required for general obligation bonds to be issued.

Generally Accepted Accounting Principles (GAAP) – Conventions, rules and procedures that serve as the norm for the fair presentation of financial statements.

Governmental Accounting Standards Board (GASB) – Ultimate authoritative accounting and financial reporting standard-setting body for state and local governments.

Governmental Funds – Funds generally used to account for tax-supported activities. There are five types of governmental funds: the general fund, special revenue funds, debt service funds, capital projects funds and permanent funds.

I

Interest Rate Risk – Risk that changes in interest rates will adversely affect the fair value of an investment.

Interfund Transfers – Flows of assets (such as cash or goods) between funds and blended component units of the primary government without equivalent flows of assets in return and without a requirement for repayment.

L

Legal Level of Budgetary Control – Level at which a government's management may not reallocate resources without approval from the legislative body.

Levy – To impose taxes, special assessments or service charges for the support of government activities.

Long-term Debt – Debt with a maturity date of more than one year after the date of issuance.

M

Mill – A tax rate equal to $1 per $1,000 of assessed property value.

Millage Rate – The ad valorem tax rate expressed in the amount levied per thousand dollars of taxable assessed value of the property.

Modified Accrual Basis of Accounting – Basis of accounting where revenues are recorded when they become measurable and available and expenditures are recorded in the period in which governments in general normally liquidate the related liability rather than when that liability is first incurred (if earlier).

P

Personal Property – Property that can be moved with relative ease such as boats, machinery and inventoried goods.

Property Taxes – Tax bases on the assed value of a property, either real estate or personal. Tax liability falls on the owner of record as of the appraisal date.

Public Hearing – A specifically designated time, place and opportunity for citizens, community groups, businesses and other stakeholders to address the legislative body on a particular issue. It allows interested parties to express their opinions and the legislative body and/or staff to hear their concerns and advice.

R

Revenue Bonds – Bonds whose principal and interest are payable exclusively from specified revenue source. These bonds do not require approval by referendum.

S

Short-term Debt – Debt with a maturity date of less than one year after the date of issuance.

Special Revenue Fund – Governmental fund type used to account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects and exclusive of resources held in trust for individuals, private organizations or other governments.

W

Working Capital – A dollar amount reserved in the (general fund) fund balance that is available for unforeseen emergencies, to handle shortfalls caused by revenue declines and to provide cash liquidity during periods of low cash flow.

Acronyms

A

AAVT – Alternative Ad Valorem Tax

ADA – Americans with Disabilities Act

AED – Automated External Defibrillator

AFG – Assistance to Firefighters Grants

ARC – Atlanta Regional Commission

B

BZA – Board of Zoning Appeals

C

CARF – Comprehensive Annual Financial Report

CDBG – Community Development Block Grant

CID – Criminal Investigations Division

CIE – Capital Improvements Element

CIP – Capital Improvement Plan

CPAC – Comprehensive Plan Advisory Committee

CPI – Consumer Price Index

CUVA – Conservation Use Valuation Assessment

D

DEI – Diversity, Equity, and Inclusion

DRB – Design Review Board

E

EM – Emergency Management

EMS – Emergency Medical Services

EMT – Emergency Medical Technician

EPD – Environmental Protection Division

F

FAO – Fire Apparatus Operator

FEMA – Federal Emergency Management Agency

FMCC – Former Milton Country Club

FT – Full Time

FTE – Full Time Equivalent

FY – Fiscal Year

G

GAAP – Generally Accepted Accounting Principles

GASB – Governmental Accounting Standards Board

GDOT – Georgia Department of Transportation

GFOA – Government Finance Officers Association

GGB – General Government Buildings

GIS – Geographic Information Systems

GO/G.O. – General Obligation

H

HR – Human Resources

HRIS – Human Resource Information System

I

IGA – Intergovernmental Agreement

IS – Information Services

ISO – Insurance Services Office

IT – Information Technology

ITB – Invitation to Bid

L

LCI – Livable Centers Initiative

LOST – Local Option Sales Tax

M

M & O – Maintenance & Operating

MDA – Muscular Dystrophy Association

MGAC – Milton Greenspace Advisory Committee

MOU – Memorandum of Understanding

MS4 – Municipal Separate Storm Sewer System

N

NCS – National Citizen Survey

NFPA – National Fire Protection Association

NPDES – National Pollutant Discharge Elimination System

P

P & I – Principal & Interest

PAFR – Popular Annual Financial Report

PCI – Pavement Condition Index

PRAB – Parks and Recreation Advisory Board

PS – Public Safety

PT – Part Time

R

RFP – Request for Proposal

S

SAFER – Staffing for Adequate Fire and Emergency Response

SASD – Support and Administrative Services Division

SCBA – Self-Contained Breathing Apparatus

T

TAVT – Title Ad Valorem Tax

TSPLOST – Transportation Special Local Option Sales Tax

U

UPD – Uniform Patrol Division

V

VOIP – Voice Over Internet Protocol

MILTON
ESTABLISHED 2006

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Tom McKlveen, Parks & Recreation Director*
DATE: Submitted on August 26, 2024 for the Monday, September 16, 2024 Regular City Council Meeting

Signed by: Tom McKlveen D29D4A00CDC8470...

AGENDA ITEM: Consideration of a Resolution Authorizing the Acceptance of an Award from the Georgia Department of Natural Resources for a Land and Water Conservation Fund Grant to Construct Six Tennis Courts with a Viewing Pavilion, a Playground and the Reconstruction of the Parking Lot at the Active Portion of Milton City Park & Preserve.

EXECUTIVE SUMMARY

This agenda item contemplates approval of a resolution that will formally accept a grant through the Georgia Department of Natural Resources, to enhance recreational facilities at Milton City Park and Preserve. The project includes the construction of six new tennis courts complete with a viewing pavilion, a full renovation of the parking lot, and the development of a new playground. All these improvements will be situated within the active-use area of the park.

These improvements align with the Council-supported master plan for the park, which was approved in 2019. The plan identified these additions and renovations as key elements for the future development of the park, to better serve our community. Additionally, the 2027 Parks and Recreation Comprehensive Master Plan identified the need for additional tennis facilities and playgrounds.

The project agreement is with the State of Georgia's Department of Natural Resources and grants the City of Milton $500,000 through the Land and Water Conservation Fund (LWCF). The terms of the grant require the City to provide a 50% match, which has been planned and previously allocated within the City's budget.

The pre-application for this grant was approved by Mayor and Council on May 1, 2024. Upon approval of this resolution, the City can proceed with the detailed planning and execution of the project.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

REVIEW & APPROVALS

Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 22, 2024
Concurrent Review: Steven Krokoff, City Manager

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S): Resolution accepting the LWCF grant

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION OF THE CITY OF MILTON AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES FOR A LAND AND WATER CONSERVATION FUND GRANT

WHEREAS, O.C.G.A. § 36-35-3 provides that the governing authority of a municipality may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, O.C.G.A. § 36-87-2 provides that cities are authorized to participate in federal grant programs, contract to participate in such programs, and accept and expend grant funds subject to such terms as may be required by the grantor;

WHEREAS, on May 1, 2023, the City adopted a resolution authorizing the filing of a pre-application for a land and water conservation fund grant for financial assistance to construct six tennis courts, a tennis viewing pavilion, and a playground as well as the reconfiguration and renovation of the parking lot at Milton City Park and Preserve in the City of Milton ("Project");

WHEREAS, the Georgia Department of Natural Resources ("Department") has agreed to issue a grant to the City for financial assistance to the Project;

WHEREAS, the Department and the City desire to enter into an agreement ("Agreement") setting forth the terms and conditions of the Department's grant;

WHEREAS, pursuant to the Agreement the City agrees to accept grant funds from the Department, in accordance with the terms specified therein; and

WHEREAS, pursuant to the Agreement the City agrees to designate sufficient funds to assure the acquisition and/or development, operation and maintenance of the Project;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Milton as follows:

1. The City hereby declares its ability and intention to finance the non-State (local) share of the costs for the Project and declares that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the Project.

2. The terms and conditions of the attached Agreement, including all understandings and assurances contained therein, are hereby approved, and the Mayor is hereby authorized to execute the Agreement.

3. The Mayor and appropriate City officials, consistent with their respective roles, are hereby authorized to accept the funds, act in connection with the Project, provide such additional information as may be required, and take any and all actions necessary to effectuate the purpose and intent of this resolution.

RESOLVED this _____ day of _____2024.

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

[City Seal]

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE

I, Tammy Lowit, do hereby certify that I am City Clerk for the City of Milton, Georgia. As such, I keep its official records, including its minutes, and in that capacity do certify that the attached Resolution, Number _____, was approved during the _____ City Council meeting.

I further certify that the foregoing two (2) pages constitute a true and correct copy of the Resolution, and the original of said Resolution is on file at the offices of the City Clerk.

Given under my hand and the Seal of the City of Milton, Georgia, this _____ day of _____, 2024.

_____

Tammy Lowit

City Clerk, City of Milton

(City Seal)

DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

Applicant (State Agency/City/County/Commission/Authority): Project Number: LWCF(FBMS)

City of Milton ***13-01088 (P24AP00607)***

Project Title: ***City Park and Preserve***

Project Period:
Date of Approval (signature date on next page) thru ***December 31, 2026***

Project Stage Covered by this Agreement: Entire Project

Project Scope (Description of Project):

The project in Milton, Georgia by the City of Milton will renovate the existing City Park and Preserve to include:

1) Demolition of old and installation of new tennis courts and new viewing deck, fencing, lighting;
2) Expansion of parking lot; and
3) Construction of playground.

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-20)
2. LWCF State Assistance Program Manual v72
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

Total Project Cost: $ 1,000,000.00
Grant Amount: $ 500,000.00

(Grant amount not to exceed 50% of Total)

DNR Form (January 2022)

The Department of Natural Resources, represented by the Commissioner of the Depart Natural Resources or his lawfully designated representative, and the Applicant named hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following **special project terms** and conditions were added to this Agreement before it was signed by the parties hereto:

None.

In witness whereof, the parties have executed this Agreement as of the date entered below.

STATE OF GEORGIA	CITY OF MLTON
By_____ (Signature)	By_____ (Signature)
TREVOR SANTOS State Liaison Officer	PEYTON JAMISON Mayor
Date_____	Date_____

GEORGIA DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.

B. The term "DNR" as used herein means the Department of Natural Resources, State of Georgia.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "Commissioner" as used herein means the Commissioner of the Department of Natural Resources, or any representative lawfully delegated the authority to act for such Commissioner.

E. The term "SLO" as used herein means the State Liaison Officer for the Department of Natural Resources, or any representative lawfully delegated the authority to act for such SLO.

F. The term "grant" as used herein means a grant of monies awarded pursuant to the Land and Water Conservation Fund Act of 1965.

G. The term "Applicant" as used herein means the state agency, city, county, commission, authority, or other local entity which is a recipient of a grant. The terms "applicant," "grantee," and "recipient" are deemed synonymous.

H. The term "project agreement" as used herein means the Department of Natural Resources Land and Water Conservation Fund Project Agreement entered into between DNR and the Applicant and which governs the acceptance and usage of the grant.

I. The term "manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.

J. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and any subsequent amendments.

K. The term "State" as used herein means the state of Georgia.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund (hereinafter LWCF or the Fund) project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act of 1965 (hereinafter the Act or the LWCF Act) and the following requirements.

Further, it is the acknowledged intent of the parties hereto that the recipient of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, state and local outdoor recreation funds.

A. The Applicant agrees, as recipient of this assistance, that it will meet the specific requirements of these general provisions and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or office thereof, or public agency to which funds are transferred pursuant to the project agreement. The Applicant also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or office thereof, or public agency and that failure by such political subdivision, or office thereof, or public agency to so comply shall be deemed a failure by the Applicant to comply with the terms of this project agreement.

B. The Applicant agrees that the property described in the project agreement and, if applicable, the signed and dated project boundary map made part of that agreement, is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the SLO and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The SLO and the Secretary shall approve such conversion only if it is found to be in accord with The Georgia Planning Act, The Service Delivery Strategy Law, and any other then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. Applicant agrees and understands that final approval for any such conversion is at the sole discretion of the Secretary.

Prior to the completion of this project, and subject to final approval by the Secretary, the Applicant and the SLO may mutually alter the area described in the project agreement and, if applicable, the signed and dated project boundary map, to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection.

In the event the NPS and DNR provide Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Applicant agrees to notify DNR of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by NPS and DNR; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by NPS and DNR.

C. The Applicant agrees that the benefit to be derived by the State and the United States from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State and the United States by way of LWCF assistance. The Applicant agrees that payment by the Applicant to DNR or the United States of an amount equal to the amount of assistance extended under the project agreement by DNR and the United States would be inadequate compensation to DNR and the United States for any breach by the Applicant of the project agreement.

The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of the project agreement shall be the specific performance of said agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

D. The Applicant agrees to comply with the manual policies and procedures. Provisions of the manual are incorporated into and made a part of the project agreement.

E. The Applicant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by applicable Manual requirements and applicable published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The Applicant agrees that a permanent record shall be kept in its public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and if applicable, the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the SLO and the Secretary.

Part III - Project Assurances

A. The Applicant shall comply with applicable state and federal regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds for the project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The grant application bearing the same project number as the project agreement and associated documents is by this reference made a part of the project agreement.

2. The Applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

3. The Applicant has the capability to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. DNR shall transfer to the Applicant all funds granted hereunder except those reimbursed to DNR to cover eligible administrative expenses.

3. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

4. The Applicant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, and local laws and regulations.

5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Applicant shall bring the project to a point of recreational usefulness agreed upon by the SLO and the Secretary.

6. The Applicant will provide for and maintain competent and adequate architectural/engineering supervision and

inspection at the construction site to insure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the DNR may require.

7. The Applicant will require the facility to be designed to comply with the Architectural Barriers Act of 1968, as amended (Public Law 90-480), relating to accessibility standards. The Applicant will be responsible for conducting inspections to insure compliance with these specifications.

8. The Applicant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing the same for all real property acquisitions, and where applicable, shall assure that the same has been complied with for property to be developed with assistance from the grant.

9. The Applicant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The Applicant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and the applicable manual provisions relating to flood insurance and requirements. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the federal Emergency Management Agency.

11. The Applicant will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the DNR and NPS of the existence of any such properties, and by (b) complying with all requirements established by NPS to avoid or mitigate adverse effects upon such properties.

12. The Applicant will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows:

    a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

    b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

    c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

    d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

    e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

    The DNR and NPS Regional Offices will work closely with the Applicant to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. Applicant shall comply with the applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), relating to the employment of mechanics or laborers.

14. Applicant shall comply with the applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251et seq.).

D. Contracts for Construction

1. Applicant shall comply with the applicable provisions of the equal opportunity clause as found in 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Applicant shall comply with the applicable provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

3. Applicant shall comply with the applicable provisions of 2 CFR 200.

E. Retention and Custodial Requirements for Records

1. All Applicant financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary, the Comptroller General of the United States, and the SLO, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Applicant and their related departments which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Secretary or the SLO may temporarily suspend fund assistance under the project pending corrective action by the Applicant or pending a decision to terminate the grant by the NPS.

2. The Applicant may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Applicant only by mutual agreement with the NPS.

3. The Secretary or the SLO may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The SLO will promptly notify the Applicant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Applicants or recoveries by the NPS and the DNR under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Secretary, the SLO, or the Applicant may terminate grants in whole, or in part, at any time before the date of completion, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Applicant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS and the DNR may allow full credit to the Applicant for the federal

share of the noncancelable obligations, properly incurred by the Applicant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Applicant, the SLO, and the Secretary or that all grant funds provided pursuant to the project agreement be returned.

G. Lobbying with Appropriated Funds

For recipients of grants in excess of $100,000, the provisions of 31U.S.C. 1352 must be certified as follows.

The Applicant certifies by execution of this agreement, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

H. Nondiscrimination

Applicant certifies that, as a condition to receiving the grant, it will comply with all federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall

obligate the Applicant for the period during which the federal financial assistance is extended to it.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant, including installment payments after such date on account of applications for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the agreement and who is authorized to sign on behalf of the Applicant.

The Applicant agrees that it shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

I. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

The Applicant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the Applicant is unable to make such certification, the Applicant must attach an explanation to the agreement for submission to NPS.

J. Audit Requirements

1) Non-federal entities that expend $750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) and 2 CFR Part 200, Subpart F, which is available at http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6.

2) Non-federal entities that expend less than $750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of NPS, DNR, and General Accounting Office (GAO).

3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable.

K. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

1) This grant and employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.

2) The Applicant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3) The Applicant shall insert the substance of this clause, including this subparagraph (3), in all subawards or subcontracts over the simplified acquisition threshold.

L. Reporting Executive Compensation

1) Reporting Total Compensation of Recipient Executives

a. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. In the preceding fiscal year, you received—

a. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. You must report to DNR the executive total compensation described above by the end of the month following the month in which this grant is made, and annually thereafter.

2) Definitions. For purposes of this section:

a. "Executive" means officers, managing partners, or any other employees in management positions.

b. "Total compensation" means the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

M. Conflicts of Interest

1) The Applicant must establish safeguards to prohibit its employees and sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Applicant is responsible for notifying DNR in writing of any actual or potential conflicts of interest that may arise during the life of this agreement. Conflicts of interest include any relationship or matter which might place the Applicant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or

indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Applicant and/or Applicant's employees and sub-recipients in the matter.

2) DNR and, if applicable, the servicing Ethics Counselor for the Department of the Interior, will determine if a conflict of interest exists. If a conflict of interest exists, DNR and NPS will determine the feasibility of a mitigation plan. Any such plan must be approved in writing by DNR and NPS.

3) Failure to resolve a conflict of interest in a manner that satisfies DNR and NPS may be cause for termination of the grant. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

4) The Applicant must comply with the applicable portions of 2 CFR Part 1402.

N. Reporting of Matters Related to Recipient Integrity and Performance

1) General Reporting Requirement

For grants where the LWCF share is $500,000 or greater, the recipient agrees to provide to DNR the information necessary for DNR to comply with the reporting requirements described to 41 U.S.C. 2313 as to integrity and performance matters. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2) You must submit to DNR the information required about each proceeding that:

a) Is in connection with the award or performance of the grant;
b) Reached its final disposition during the most recent five year period; and
c) Is one of the following:
i) A criminal proceeding that resulted in a conviction, as defined in paragraph (4) of this section;
ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
iii) An administrative proceeding, as defined in paragraph (4) of this section, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or
iv) Any other criminal, civil, or administrative proceeding if:
1. It could have led to an outcome described in paragraph (2)(c)(i), (2)(c)(ii), or (2)(c)(iii) above;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Frequency

During any period of time when you are subject to the requirement of this section, you must report proceedings information for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4) Definitions. For purposes of this section:

a) "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) "Conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:

i) Only the federal share of the funding under any federal award with a recipient cost share or match; and

ii) The value of all expected funding increments under a federal award and options, even if not yet exercised.

O. Special Provisions

If applicant is an entity other than a state government, a local government, or a federally recognized Indian tribal government, then Applicant agrees to the following provisions regarding public information and endorsements.

1) **Public Information and Endorsements**

a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.

c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2) **Trafficking in Persons**
This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR Section 175.15).

If Applicant is a private entity, Applicant agrees to the following provisions:

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not–

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

For purposes of this Section, the following definitions apply.

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in–kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and

ii. Includes:

a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

b. A for–profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

3) **Minimum Wages Under Executive Order 13658 (January 2015)**

(a) *Definitions.* As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as

those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on *www.wdol.gov* (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are

not subject to price adjustment under this subpart.

(8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at *www.dol.gov/whd/govcontracts,* in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

P. Build America, Buy America

Note: This term effective as of January 13, 2023. For more information on Department of Interior's approved waiver, see: Approved DOI General Applicability Waivers | U.S. Department of the Interior

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means t hat all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Q. Ensuring the future is made in all of America by all of America's workers per E.O.14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in and services offered in, the United States, and whenever possible, procure goods, products, materials and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

R. Lobbying Prohibition

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2022. Violations of this section shall constitute violations of section 1352 (a) of title 31. In addition,

the related restrictions n the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L.110-161) also apply.

S. Assignment

No part of this agreement shall be assigned to any other party without prior written approval of DNR.

T. Rights in Data

The Applicant must grant DNR and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement.

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DocuSigned by: 4D62B6BB0E9A487...
DATE: Submitted on September 9, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Consideration of a Land Donation Agreement between Larry Neil Chadwick and the City of Milton for the McConnell-Chadwick House and 1.8516 Acres Located at 13705 Arnold Mill Road

Executive Summary:
The City of Milton and Larry Neil Chadwick signed a Letter of Intent related to the donation of the McConnell-Chadwick house and portion of property along Arnold Mill Road on September 18, 2023. Since that time, the City has reviewed various assessments and conducted a survey with a proposed division of the property. The Subject Property is proposed to be split into two separate parcels. One proposed parcel shall contain the historic house and 1.8516 acres that shall be donated to the City of Milton and is subject of this Agreement. The other proposed parcel contains real property improvements located at 13705 Arnold Mill Road, Milton, Georgia 30004, and 3.1847 acres to be retained by Mr. Chadwick. This agreement includes the terms and conditions to move forward with remaining due diligence and the acceptance donation.

Legal Review:
Jennifer McCall – Jarrard & Davis, September 2, 2024

Concurrent Review:
Steven Krokoff, City Manager
DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

Attachment(s):
Land Donation Agreement
Exhibit "A" Letter of Intent
Exhibit "B" Proposed Minor Plat subdividing the subject property

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between **LARRY NEIL CHADWICK, TRUSTEE AND EXECUTOR OF THE ESTATE OF RUBY NORTON CHADWICK** (referred to herein as "Donor") and the **CITY OF MILTON**, a political subdivision of the State of Georgia (referred to herein as "Donee"), under the following:

TERMS AND CONDITIONS

1. Donation. Pursuant to a Letter of Intent, attached hereto and incorporated herein as **Exhibit** "**A**" (the "Letter of Intent"), and subject to the terms and conditions stated herein, Donor hereby agrees to donate, and Donee hereby agrees to accept, a certain portion of City of Milton Parcel Number 22-3410-0872-029-6 (the "Subject Parcel"). The Subject Parcel shall be split into two separate parcels, one portion containing historic property that shall be donated to Donee and is subject of this Agreement (the "Property") and one portion containing real property improvements located at 13705 Arnold Mill Road, Milton, Georgia 30004, to be retained by the Donor. The Property is depicted and identified on that certain "Minor Subdivision Plat for 13705 Arnold Mill Road", prepared by TerraMark Land Surveying, Inc. (the "Plat"), to be recorded in the Fulton County land records. Said Plat is attached hereto and incorporated herein as **Exhibit** "**B**."

2. Property Being Donated in "As-Is" Condition. The Donor is donating the Property to the Donee in "as-is" condition, including, without limitation, all faults, defects, claims, liens, and other conditions of every kind or description which may affect the Property and it is further agreed that, among other things, Donor shall have no obligation to cure any matters of title or survey affecting the Property that Donee may find objectionable. Donor does, however, represent

that he has no knowledge of any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the Property that will in any material way impede with or frustrate the reasonable use of the Property by Donee. Donee's intent is to ensure preservation of the Property's historical features. This representation excludes any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the Property that are reasonably observable during a site inspection of the Property or that would be discoverable upon reasonable due diligence inspections conducted by the Donee.

3. Due Diligence. Upon the Effective Date of this Agreement, and for a period of not less than ninety (90) days thereafter (the "Due Diligence Period"), the Donee may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the Property, to include surveying the same, and may terminate this Agreement with or without cause. Donee shall procure, at Donee's cost, a written title opinion establishing that title to the Property is good, insurable, and marketable, and vested in the Donor. Donee, after examining said title opinion, shall notify the Donor of any defects or unacceptable exceptions thereto at least three (3) days prior to the end of the due diligence period. Donee shall have prepared a survey and associated plat of the Property by a licensed land surveyor and shall make same available for Donor's prior review and approval. The final survey contemplated in this paragraph shall establish the boundary of the Property. This underlying Agreement supersedes the previous Letter of Intent between the Donor and Donee.

4. Right of Entry. During the pendency of this Agreement, Donee may enter upon the Property at reasonable times to accomplish the investigations and inspections stated in Section 3 above and for surveying and other reasonable purposes related to this transaction from the date of execution of this Agreement, through and including the time of delivery of possession of the

Property to Donee by Donor. Donee's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Donor's ongoing operations or in such a manner as would do permanent or long-term damage to the Property.

5. Conveyance. Within thirty (30) days following the expiration of the Due Diligence Period, consummation of the transaction contemplated hereby (the "Closing") will be held at **Milton City Hall, located at 2006 Heritage Walk, Milton, Georgia 30004**, or on such earlier date and/or such other time or location as may be agreed in writing by the parties hereto. At the scheduled Closing Date, Donor shall execute and deliver a Limited Warranty Deed of Gift (the "Deed"), conveying good, insurable, and marketable title to the Property, and all mineral rights, with the hereditaments and appurtenances, to the Donee and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the Property, except for easements, restrictions, and other exceptions of record, together with all right, title, and interest of the Donor in and to the Property. Donee, at its expense, shall record said Deed in the Fulton County Superior Court Clerk's Real Property Records. Title to the Property shall transfer upon Donor's delivery of the Deed to Donee.

6. Taxes. All ad valorem taxes, assessments, and encumbrances imposed against the Property, resulting from tax year 2023 or earlier, if any, shall be satisfied by Donor at or prior to Closing. Donee will pay the documentary revenue stamp tax or transfer, conveyance or recordation tax, assessment or charge, if any. Donee agrees to provide Donor with acknowledgement and documentation of the donation of the Property for Donor's income tax purposes as may be reasonably necessary or required, including but not limited to an IRS Form 8283, or equivalent form for tax reporting purposes.

7. Risk of Loss. All risk of loss or damage to the Property will pass from the Donor to Donee at the time of title transfer as referenced above. If loss or damage occurs to the Property prior to title transfer, Donee may, without liability, refuse to accept the conveyance of title or it alternatively may elect to accept the conveyance of title to the Property "As-Is."

8. Public Meeting Requirement. In accordance with the Georgia Open Meetings Act, Donee's decision to enter into this Agreement to accept the Property shall be made in an open (i.e., public) meeting where the identity of the Property and the terms of the conveyance will be disclosed before the vote. *See* O.C.G.A. § 50-14-3(b).

9. Binding Effect. The agreements set forth herein are to apply to and bind the successors-in-interest and assigns of Donor.

10. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. It is agreed that any documents or papers that may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the parties prior to conveyance.

11. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

12. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

13. Time of the Essence. Time is of the essence of each and every term and provision in this Agreement.

14. Counterparts; Facsimile Signatures. This Agreement may be executed in identical counterparts, and all such executed counterparts will constitute the same agreement. It will be necessary to account for only one such counterpart in proving this Agreement. It being expressly agreed that signatures to this Agreement transmitted by telecopy, pdf, DocuSign, or facsimile or electronic mail will be valid and effective to bind the party so signing.

15. Brokers. Each party represents to the other party that it has not dealt with any broker in connection with the transactions contemplated hereunder. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said party or its representatives, said party will be responsible for and reimburse the other party for any and all loss, liability, cost, damage and expense in connection therewith (including reasonable attorneys' fees). The provisions of this Section 15 will survive Closing or any termination of this Agreement.

[remainder of this page intentionally left blank]

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above (the "Effective Date"), which shall be the date this Agreement is approved by the Milton City Council.

DONOR:

Larry Neil Chadwick, Trustee and Executor of the
Estate of Ruby Norton Chadwick

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: 2026

DONEE:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Tammy Lowit, County Clerk

SIGNED, SEALED, AND DELIVERED

in the presence of:

_____
Witness

_____
Notary Public

[NOTARY SEAL]

My Commission Expires:_____

EXHIBIT A

To The City Of Milton:

Please consider this letter to be Bernie Jerold Chadwick, a/k/a Jerold B. Chadwick's and Larry Neil Chadwick's, Co-Trustees and Co-Executors of the Estate of Ruby Norton Chadwick (the "Donors") Letter of Intent summarizing the basic terms and conditions of the donation of property located at 13705 Arnold Mill Road, Parcel ID 22-3410-0872-029-6, consisting of approximately 3.44 acres (the "Property"), to the City of Milton, Georgia (the "Donee").

- The Donors wish to donate all that real property located at 13705 Arnold Mill Road, Parcel ID 22-3410-0872-029-6, to the City of Milton.

- The Donee may enter upon the Property at reasonable times for surveying and other reasonable purposes related to this transaction from the date of execution of this Letter of Intent, through and including the time of delivery of possession of the Property to the Donee by the Donors. The Donee's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Donors' ongoing operations or in such a manner as would do permanent or long-term damage to the Property.

- The Donee shall have a due diligence period commencing upon the full execution and delivery of this Letter of Intent. During the due diligence period, the Donee may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the Property and may terminate this Letter of Intent with or without cause. Donee shall procure, at Donee's cost, a written title opinion establishing that title to the Property is good, insurable, and marketable, and vested in the Donors. Donee, after examining said title opinion, shall notify the Donors of any defects or unacceptable exceptions thereto at least three (3) days prior to the end of the due diligence period. All issues as to title defects and/or unacceptable exceptions to title shall be satisfactorily resolved by the Donors prior to closing. It is agreed that such papers that may be legally necessary to carry out the terms of this Letter of Intent shall be executed and delivered by the parties prior to closing. If the Donee shall decline to accept the Property due to an identified, but uncorrected, title defect or other exception to title, whether within or outside of the due diligence period, then this Letter of Intent shall be null and void, whereupon the parties hereto shall have no further rights, duties, obligations, or liabilities to one another hereunder.

- The Donors agree to furnish good, insurable, and marketable title to the Property. For the purposes of this Letter of Intent, "good, insurable, and marketable title" shall mean fee simple ownership which is: (i) free from all

claims, liens, and monetary encumbrances of any kind or nature whatsoever other than permitted exceptions expressly agreed to in writing by the Donee; (ii) insurable by a reputable title insurance company at then-current standard rates under the standard form of ALTA owner's policy of title insurance with all standard or printed exceptions therein deleted and without exception other than for permitted exceptions expressly agreed to in writing by Donee. The Property is being donated subject only to the valid and agreed upon exceptions to title disclosed to the Donee as of the date of closing and as presented in accordance with this Letter of Intent.

- The Donors hereby affirmatively warrant that they have no knowledge of any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the Property that will in any material way impede with or frustrate the reasonable use of the Property by Donee.

- Title to the Property shall transfer at the time of closing. At the closing, the Donors shall deliver to the Donee a Limited Warranty Deed of Gift to the Property conveying good, insurable, and marketable title to the Property, and all mineral rights, with the hereditaments and appurtenances, to the Donee and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the Property, except for easements, restrictions, and other exceptions of record, together with all right, title, and interest of the Donors in and to the Property.

- The Donors agree that the Property shall remain as it now is until the delivery of possession of the Property by the Donors to the Donees, and that the Donors will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the Donee's use and enjoyment of the Property in the future. In the event of such actions, the Donee may, without liability, refuse to accept the conveyance of title, or the Donee alternatively may elect to accept conveyance of title to the Property.

- In no event shall Donee be responsible for any taxes, assessments, and encumbrances resulting from tax year 2022 or earlier, for which the Donors shall be solely responsible and which Donors shall satisfy at or before closing.

- If the transaction contemplated herein is consummated, Donee agrees to provide Donor with acknowledgement and documentation of the donation of the Property for Donor's income tax purposes as may be reasonably necessary or required, including but not limited to an IRS Form 8283, or equivalent form

for tax reporting purposes.

If the foregoing Property donation is acceptable, subject to the above terms and conditions, please execute this Letter of Intent, as indicated below.

DONOR:

Bernie Jerold Chadwick, a/k/a Jerold B. Chadwick, Co-Trustee and Co-Executor of the Estate of Ruby Norton Chadwick

By: Bernie Jerold Chadwick
Tonya Chadwick POA

Larry Neil Chadwick, Co-Trustee and Co-Executor of the Estate of Ruby Norton Chadwick

Larry Neil Chadwick

DONEE:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

EXHIBIT B

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

REFERENCE MATERIAL

1. MINOR SUBDIVISION PLAT FOR AIJ DEVELOPMENT. LLC
   DATED SEPTEMBER 3, 2021, LAST REVISED JULY 28, 2022
   RECORDED IN PB. 452 PG. 36
   AMONG THE LAND RECORDS OF FULTON COUNTY, GEORGIA

2. DEEDS AND PLATS SHOWN HEREON

SURVEY NOTES

EQUIPMENT USED:
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-12 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:
THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 2,458,652 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAD A CLOSURE OF ONE FOOT IN 14,557 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNITS OF THIS SURVEY ARE IN U.S. SURVEY FEET.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON NOVEMBER 1, 2023.

DUE TO VARIANCES IN GPS EQUIPMENT, TECHNIQUES, FEDERAL ADJUSTMENTS TO STATE PLANE MODELS AND DAILY CONDITIONS IMPACTING GPS RECEPTIVITY, GPS SOLUTIONS MAY VARY FROM THOSE PROVIDED ON THIS SURVEY BOTH HORIZONTALLY AND VERTICALLY. ANY AND ALL CONTRACTORS, CONSULTANTS, INDIVIDUALS OR ENTITIES RELYING ON STATE PLANE COORDINATES TO RELATE TO DATA PROVIDED ON THIS SURVEY MUST LOCALIZE TO THE SURVEY CONTROL, BENCHMARKS OR PROPERTY MONUMENTATION, ESTABLISHED BY THIS SURVEY IN ORDER TO ENSURE ACCURACY OF DATA. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

THIS SURVEY MAY NOT REPRESENT OFFSITE PAINT STRIPING TO THE ACCURACY REQUIRED FOR LANE DESIGN. TERRAMARK LOCATES THE EDGE OF PAVING AND CRITICAL POINTS TO REFLECT ACCURATE TOPOGRAPHIC DATA ONLY. ACCURACY OF PAINT LOCATIONS SHOULD BE VERIFIED WITH SURVEYOR PRIOR TO USING THIS SURVEY FOR DESIGN.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

TERRAMARK LAND SURVEYING, INC. WAS UNABLE TO DETERMINE THE EXTENT OF PIPES MARKED AS APPROXIMATE DIRECTION ONLY. AFORESAID PIPE IS DRAWN ON THE SURVEY TO REFLECT THE OBSERVED DIRECTION BASED UPON A VISUAL INSPECTION OF THE STRUCTURE ONLY AND IS SHOWN FOR INFORMATIONAL PURPOSES.

STATE WATERS AND BUFFERS AS SHOWN OR NOT SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED OR NOT IDENTIFIED HEREON.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

JOB NUMBER 2023-271 PLOT SIZE 18 X 24

PLAT PURPOSE

TO CREATE TWO INDEPENDENT TRACTS OR PARCELS

FIRE PROTECTION NOTES

BE AWARE THAT FOR DWELLINGS MORE THAN 600' OFF THE ROAD, FLAG LOTS OR LOTS WITH UNUSUAL CONFIGURTATIONS, THE FIRE DEPARTMENT MAY NOT BE ABLE TO PROVIDE ADEQUATE FIRE PROTECTION UNLESS THE FOLLOWING ITEMS ARE FULFILLED:

A. A FIRE HYDRANT OR APPROVED WATER SOURCE IS PREFERRED WITHIN 600' OF THE DWELLING'S MOST REMOTE POINT OR WITHIN 800' IF A RESIDENTIAL SPRINKLER SYSTEM IS PROVIDED IN ACCORDANCE WITH NFPA 13D.
B. AN ALL-WEATHER DRIVEWAY OF AT LEAST 14' WIDE AND HAVING A VERTICAL CLEARANCE OF 13'6".
C. AN APPROVED TURNAROUND AT THE DEAD-END OF ANY ROAD OR DRIVE OVER 150' LONG.

ALTHOUGH MILTON FIRE-RESCUE WILL CONTINUE TO SERVE THE RESIDENTS TO THE BEST OF THEIR ABILITY, ANY STRUCTURE MORE THAN 1000' FROM A HYDRANT OR OTHER APPROVED WATER SUPPLY MAY BE CONSIDERED "UNPROTECTED" BY THE FIRE DEPARTMENT FOR INSURANCE PURPOSES AND MAY FACE SIGNIFICANT DELAYS IN SERVICE DELIVERY IN THE EVENT OF A FIRE EMERGENCY.

FULTON Co PUBLIC WORKS NOTE

PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

ADDITIONAL NOTES

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF MILTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING, AND THE NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGEMENT OF STAFF AND DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE CONDUCTED FOR A COMMON GOOD SHALL NOT BE CONSTRUED AS CONSTITUTING A MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF MILTON, NOR AN ABROGATION OF THE CITY OF MILTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

WATER SERVICE PROVIDED BY _____.

WASTEWATER SERVICE PROVIDED BY_____.

SITE INFORMATION

TRACT 1

CURRENT OWNER: JEROLD B. & LARRY N. CHADWICK
DB. 32967 PG. 648

TAX PARCEL ID # WILL BE ASSIGNED BY FULTON COUNTY AFTER THE PLAT IS RECORDED.

ADDRESS: 13695 ARNOLD MILL ROAD

TRACT 2

CURRENT OWNER: JEROLD B. & LARRY N. CHADWICK
DB. 32967 PG. 648

TAX PARCEL ID # 22-3410-0087-202-96

ADDRESS: 13705 ARNOLD MILL ROAD, MILTON, GA 30075

ZONING INFORMATION

ZONING: C-1 (COMMUNITY BUSINESS) & AG-1 (AGRICULTURAL DISTRICT)
JURISDICTION: CITY OF MILTON

SETBACKS: PER C-1 ZONING
FRONT: 40 FEET
SIDE: 25 FEET
REAR: 25 FEET

MAX. BUILDING HEIGHT- 4 STORIES OR 60 FEET
MINIMUM FRONTAGE: 35 FEET
MINIMUM LOT AREA SHALL BE AS FOLLOWS:
(1) SINGLE-FAMILY DWELLING: 18,000 SF
(2) TWO-FAMILY DWELLING: 18,000 SF
(3) MULTIFAMILY DWELLING INCLUDING A UNIT ABOVE OR BEHIND A COMMERCIAL USE 2,500 SF
(4) ALL OTHER BUILDINGS: NO MINIMUM

SPECIAL NOTES

1. CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATIONS. THE CERTIFICATIONS AND DECLARATIONS ON THIS PLAT ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

3. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

TITLE NOTES

ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA (PANEL NUMBER 13121C0032G), DATED 06/19/2020; NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTIES HAVE ACCESS TO THE PUBLIC RIGHT OF WAY OF HIGHWAY 140 (AKA ARNOLD MILL ROAD).

MINOR SUBDIVISION PLAT APPROVAL

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF MILTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF MILTON ZONING ORDINANCES, CONDITIONS OF ZONING, AND THE CITY OF MILTON SUBDIVISION REGULATIONS AS AMENDED.

_____ _____
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT DATE

FULTON COUNTY BOARD OF HEALTH CERTIFICATION

THIS APPROVAL CONSTITUTES GENERAL ACCEPTANCE OF ALL LOTS FOR SUBDIVISION DEVELOPMENT UTILIZING ONSITE SEWAGE MANAGEMENT SYSTEMS AS NOTED. PRIOR TO THE CONSTRUCTION OF ANY RESIDENCE, BUILDING, OR FACILITY EACH LOT SHALL SUBMIT A COMPLETE APPLICATION DEMONSTRATING FULL COMPLIANCE TO DPH CHAPTER 511-3-1; RULES FOR ONSITE SEWAGE MANAGEMENT SYSTEMS FOR REVIEW AND APPROVAL OF AN ON-SITE SEWAGE MANAGEMENT SYSTEM CONSTRUCTION PERMIT.

DATED THIS ____ DAY OF _____ 20____

BY: _____

TITLE: _____

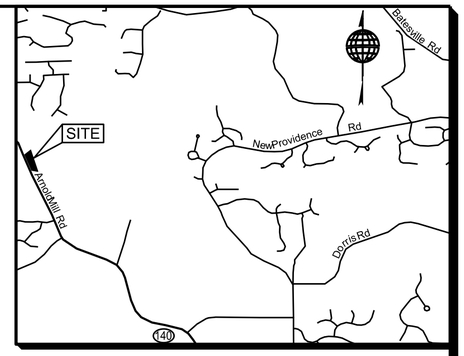
FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS PROPERTY CAN BE SERVED BY FULTON COUNTY WATER AND/ OR SEWER SYSTEM IN ACCORDANCE WITH ALL APPLICABLE, POLICIES, ORDINANCES, AND REGULATORY REQUIREMENTS. ALL WATER METERS MUST BE LOCATED INSIDE OF ROW, AND SEWER LATERALS SHALL BE PROVIDED FOR EACH UNIT. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ANY NEEDED EASEMENTS AND/ OR UTILITY PERMITS.

APPROVED THIS ____ DAY OF _____, 20____

_____ _____
SIGNATURE PRINTED NAME AND TITLE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS
WATER SERVICE DIVISION
11575 MAXWELL ROAD
ALPHARETTA, GA 30009
TEL: 770-640-3040



LOCATION MAP

NOT TO SCALE
LAT - 34° 6'57.63"N
LONG - 84°23'10.76"W

OWNERS ACKNOWLEDGEMENT (STATE OF GEORGIA) (CITY OF MILTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO FULTON COUNTY AND/ OR CITY OF MILTON THE COMPLETE OWNERSHIP AND USE OF ALL WATER AND SEWER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT AND DEDICATED TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS N/A ACRES
PUBLIC SEWER EASEMENTS N/A ACRES
PUBLIC DRAINAGE EASEMENTS N/A ACRES
PUBIC PARKS/ OPEN SPACE N/A ACRES

_____ _____
JACOB SHERILL, MANAGER DATE
2600 ABBEY CT.
ALPHARETTA, GEORGIA 30004

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS MINOR PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, OR ARE MARKED AS "FUTURE", AND THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

GEORGIA REGISTERED No. 2577 LAND SURVEYOR WILLIAM C. WOHLFORD, JR.

WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

RECORDING CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2577 LAND SURVEYOR WILLIAM C. WOHLFORD, JR.

WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

TerraMark Land Surveying, Inc.
1396 Blue Ridge Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
www.TerraMark.com
C. O. A.# LSF000810
TerraMark Geospatial

No	Revision	Date
#1	ADDRESSED CLIENT COMMENTS	08/30/2024
#2		
#3		
#4		
#5		
#6		
#7		
#8		

Project No.	2023-271
Survey Crew:	CF
Drawn By:	AT
Approved By:	WCW
Date:	02/13/2024
Scale:	1"=50'
PATH:	S. SURVEY 2023\ 2023-271 DGN BOUNDARY DGN

MINOR PLAT
FOR
13705 ARNOLD MILL ROAD
LOCATED IN
LAND LOT 872, 2nd DISTRICT, 2nd SECTION
CITY OF MILTON, FULTON COUNTY, GEORGIA

SHEET NO.
1/2
DRAWING# TM 23-271

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

GRID (GA WEST ZONE-NAD83)

LEGEND

CURB AND GUTTER (C&G)	CATCH BASIN (DWCB)	IRRIGATION CONTROL VALVE (ICV)	LIGHT POLE (LP)	CROSSWALK SIGNAL
X FENCE	CATCH BASIN (SWCB)	FIRE HYDRANT (FH)	POWER POLE WITH LIGHT	X 1000.00 SPOT ELEVATION
HANDRAIL	DROP INLET (DI)	WATER VALVE (WV)	POWER POLE (PP)	CONCRETE AREA
STORM DRAIN LINE	JUNCTION BOX (JB)	WATER METER (WM)	UTILITY MANHOLE (UM)	OVERHANG AREA
SS SANITARY SEWER	HEAD WALL (HW)	FIRE DEPT. CONNECTION (FDC)	SPOTLIGHT	RIP-RAP AREA
W WATER LINE	CURB INLET (CI)	WATER VALVE MARKER	GAS METER (GM)	BRICK AREA
G GAS LINE	FLARED END SECTION (FES)	TRANSFORMER BOX (TX)	GAS VALVE (GV)	TREELINE
UGE UNDERGROUND POWER LINE	OUTLET CONTROL STRUCTURE	AIR CONDITIONER (AC)	TELEPHONE PEDESTAL	
OHP OVERHEAD POWER LINE	YARD DRAIN INLET	ELECTRIC METER (EM)	COMMUNICATION BOX	
COM UNDERGROUND COMMUNICATION	SS MANHOLE (MH)	ELECTRIC UTILITY	TRAFFIC SIGNAL	
100 TOPOGRAPHIC CONTOUR	CLEAN OUT (CO)	GREASE TRAP (GT)	BOLLARD (BO)	
PROPERTY LINE			MAIL BOX	
			SIGN	

AREA TABLE

TRACT 1 80,656 SQ.FT. OR 1.8516 AC.
TRACT 2 138,725 SQ.FT. OR 3.1847 AC.

TOTAL 219,381 SQ.FT. OR 5.0363 AC.

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC.	ACRE	N/F	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
BSL	BUILDING SETBACK LINE	PB.	PLAT BOOK
BW	BARBWIRE	PG.	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CLF	CHAIN LINK FENCE	POC	POINT OF COMMENCEMENT
CMF	CONCRETE MONUMENT FOUND	R	RADIUS LENGTH
CMP	CORRUGATED METAL PIPE	R/W	RIGHT OF WAY
CONC.	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PIPE	RB	REBAR
DB.	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	SDE	STORM DRAINAGE EASEMENT
FDC	FIRE DEPARTMENT CONNECTION	SQ. FT.	SQUARE FEET
FND	FOUND	SSE	SANITARY SEWER EASEMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	WPF	WOOD PRIVACY FENCE
IPF	IRON PIN FOUND		

IPS= CAPPED REBAR LABELED "LSF 000810"

SETBACKS SHOWN PER C-1 ZONING

CREEK CENTERLINE

N 69° 24' 13" E, 50' +/- TO THE CENTERLINE OF CREEK

T-POST FND. (0.6'NW)

IPS

S 07° 58' 34" W 86.78'

384.74'

IPS

S 10° 30' 55" E

FENCE LINE MEANDERS ALONG PROPERTY LINE

4'BARBWIRE

25' B.S.L.

262.46' IPS S 06° 51' 55" E

1/2"OTP (LAYED OVER) (2.0'SW)

4'BW

185.15' IPS S 09° 02' 38" E

140.22'

CHICKEN HOUSE

WOOD SHED

4'HOG

FENCE LINE CROSSES PROPERTY LINE

272.37' IPS S 16° 05' 27" W 54.32'

ZONING DISTRICT LINE AG-1 / C-1

25' B.S.L.

S 61° 25' 34" E

IPS

N 66° 48' 34" E

N/F
CHADWICK ROAD LANDFILL, INC.
PIN: 22 341008720478
DB. 32967 PG. 648

TRACT 2

ADDRESS: 13705 ARNOLD MILL ROAD
PIN: 22-3410-0087-202-96

N/F
LARRY CHADWICK
PIN: 22 341008720270
DB. 24131 PG. 005

GARAGE

WOOD SHED

BRICK WALL

ONE STORY BRICK

TRACT 1

ADDRESS: 13695 Arnold Mill Road
TAX PARCEL NO:

(HISTORICAL PROPERTY)

IPS N 73° 54' 33" W 74.04'

124.42'

CHADWICK ROAD
(APPARENT 30' PUBLIC R/W)
(NOT IN USE)

PB. 452
PG. 36

25' B.S.L.

40' B.S.L.

25.0'

COVERED WELL

ONE STORY WOOD

DECK

13705 MB

ONE STORY WOOD BARN

CMF N 19° 14' 21" W 70.87' (TIE)

CMF

N 69° 24' 13" E 22.70'

R/W PER DB. 56260 PG. 513

IPS N 20° 30' 34" W

18"CMP

ELECTRIC LINE CROSSES PROPERTY LINE

415.74'

N 20° 30' 34" W

162.47'

CITY OF MILTON HISTORIC SITE

LEFT TURN

P.O.B. TRACT 2
N: 1497313.94
E: 2230009.29

P.O.B. TRACT 1
IPS
N: 1497029.91
E: 2230115.54

N 80° 53' 07" W

DIRT TRAIL

IDYLWILDE HOMES FORSALE

303.25'

150.14'

S 22° 28' 09" E (TIE)

1,723.91'

FULTON COUNTY GIS MONUMENT F-406

N 28° 39' 13" W (TIE)

LOW SHOULDER

18"PIPE

S 09° 01' 19" W 29.62' (TIE)

FULTON COUNTY GIS MONUMENT F-306 (NOT FOUND)

50 0 50 100 150 FT.

SCALE: 1" = 50'

ARNOLD MILL ROAD

A.K.A. GA HIGHWAY 140
(APPARENT VARIABLE PUBLIC R/W)

JOB NUMBER 2023-271 PLOT SIZE 18 X 24

TerraMark Land Surveying, Inc.
1386 Blk Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
www.TerraMarkLS.com
C. O. A.# LSF000810
TerraMark Geospatial

No	Revision	Date
#1	ADDRESSED CLIENT COMMENTS	08/30/2024
#2		
#3		
#4		
#5		
#6		
#7		
#8		
PATH:	S: SURVEY\ 2023\ 2023-271\ DGN\ BOUNDARY.DGN	

Project No.	2023-271
Survey Crew:	CF
Drawn By:	AT
Approved By:	WCW
Date:	02/13/2024
Scale:	1"=50'

MINOR PLAT
FOR
13705 ARNOLD MILL ROAD
LOCATED IN
LAND LOT 872, 2nd DISTRICT, 2nd SECTION
CITY OF MILTON, FULTON COUNTY, GEORGIA

SHEET NO.
2/2
DRAWING# TM 23-271

MILTON
ESTABLISHED 2006

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DocuSigned by: 4D62B6BB0E9A487...
DATE: Submitted on September 12, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Consideration of a Land Donation Agreement between Adair Park Homes, LLC and the City of Milton for Areas West and North of Heritage Walk at 12780 Lecoma Trace

Executive Summary:
Adair Park Homes has proposed to donate a remaining parcel area to the west and north of Heritage Walk and located at 12780 Lecoma Trace to the City of Milton with certain conditions. The donation is conditioned on the City's agreement to complete the installation of the speed table/raised pedestrian crosswalk that was a requirement of the Braeburn Townhomes Phase 3 development. This agreement includes the terms and conditions to move forward with due diligence and acceptance of the donation.

Legal Review:
Jeff Strickland – Jarrard & Davis, September 11, 2024

Concurrent Review:
Steven Krokoff, City Manager
DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

Attachment(s):
Land Donation Agreement
Exhibits "A-1" and "A-2" Parcel Location
Exhibit "B" Construction Plans for Braeburn Townhomes, Phase 3

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between **ADAIR PARK HOMES, LLC**, a Georgia limited liability company (referred to herein as "Donor") and the **CITY OF MILTON**, a Georgia municipal corporation (referred to herein as "Donee"), under the following:

TERMS AND CONDITIONS

1. Donation. For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor hereby agrees to donate, and Donee hereby agrees to accept, subject to the terms and conditions stated herein, all that certain tract or parcel of real property located in Land Lot 1135, 2nd District, 2nd Section, City of Milton, Fulton County, Georgia, with situs address of 12780 Lecoma Trace and assigned Fulton County Tax Parcel No. 22-400111350217, including all property north and west of Heritage Walk, as depicted on "Exhibit A-1" and "Exhibit A-2," attached hereto, together with all rights, ways, and easements appurtenant thereto and any improvements thereon (the "Property"). The legal description of the Property to be conveyed herein will be established upon completion of a survey to be completed by Donee as stated below.

2. Property Being Donated in "As-Is" Condition. The Donor is donating the Property to the Donee in "as-is" condition, including, without limitation, all faults, defects, claims, liens, and other conditions of every kind or description which may affect the Property and it is further agreed that, among other things, Donor shall have no obligation to cure any matters of title or survey affecting the Property that Donee may find objectionable.

3. Donor's Representations and Warranties. Donor hereby represents and warrants to Donee the following, to the best of Donor's knowledge: i) Donor has the lawful right, power, authority, and capacity to donate and convey the Property in accordance with the terms and conditions of this Agreement; ii) there are no management, maintenance, service, or other contracts with respect to the Property; iii) there are no security interests, mortgages, or other liens against the Property; iv) no portion of the Property is used or has ever been used for the storage, processing, treatment, or disposal of any hazardous material or substance regulated under any environmental law, rule, regulation, or ordinance (herein called "Pollutants"); v) no Pollutants have been released, spilled, or discharged on or in the Property; and vi) there are no underground storage tanks located on or in the Property. Donor agrees that between the Effective Date of this Agreement and Closing, Donor will not make or enter into any lease or other agreement for the use, occupancy, or possession of any part of the Property without the prior written approval of Donee.

4. Due Diligence. Upon the Effective Date of this Agreement, and for a period of not less than ninety (90) days thereafter (the "Due Diligence Period"), the Donee may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the Property, to include surveying the same, and may terminate this Agreement with or without cause. Donee shall procure, at Donee's cost, a written title opinion establishing that title to the Property is good, insurable, and marketable, and vested in the Donor. Donee, after examining said title opinion, shall notify the Donor of any defects or unacceptable exceptions thereto. All issues as to title defects and/or unacceptable exceptions to title shall be satisfactorily resolved by the Donor prior to closing. Donee shall have prepared a survey and associated plat of the Property by a licensed land surveyor and shall make same available for Donor's prior review and approval.

The final survey contemplated in this paragraph shall establish the boundary and legal description of the Property.

5. Right of Entry. During the pendency of this Agreement, Donee may enter upon the Property at reasonable times to accomplish the investigations and inspections stated in Section 4 above and for surveying and other reasonable purposes related to this transaction from the Effective Date of this Agreement, through and including the time of delivery of possession of the Property to Donee by Donor. Donee's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Donor's ongoing operations or in such a manner as would do permanent or long-term damage to the Property.

6. Closing. Within thirty (30) days of expiration of the Due Diligence Period, consummation of the transaction contemplated hereby (the "Closing") will be held at the offices of Jarrard & Davis, LLP, 222 Webb Street, Cumming, Georgia 30040, or on such earlier date and/or such other time or location as may be agreed in writing by the parties hereto. At the scheduled Closing, Donor shall execute and deliver a Limited Warranty Deed of Gift (the "Deed"), conveying good, insurable, and marketable title to the Property, and all mineral rights, with the hereditaments and appurtenances, to the Donee and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the Property, except for easements, restrictions, and other exceptions of record, together with all right, title, and interest of the Donor in and to the Property. Donee, at its expense, shall record said Deed in the Fulton County Superior Court Clerk's Real Property Records. Title to the Property shall transfer upon Donor' delivery of the Deed to Donee.

7. Taxes. All ad valorem taxes, assessments, and encumbrances imposed against the Property, resulting from tax year 2024 or earlier, if any, shall be satisfied by Donor at or prior to

Closing. Donee will pay the documentary revenue stamp tax or transfer, conveyance or recordation tax, assessment or charge, if any. If requested by Donor, Donee agrees to provide Donor with acknowledgement and documentation of the donation of the Property for Donor's income tax purposes as may be reasonably necessary or required, including but not limited to an IRS Form 8283, or equivalent form for tax reporting purposes.

8. Risk of Loss. All risk of loss or damage to the Property will pass from the Donor to Donee at the time of title transfer as referenced above. If loss or damage occurs to the Property prior to title transfer, Donee may, without liability, refuse to accept the conveyance of title or it alternatively may elect to accept the conveyance of title to the Property "As-Is."

9. Public Meeting Requirement. In accordance with the Georgia Open Meetings Act, Donee's decision to enter into this Agreement to accept the Property shall be made in an open (i.e., public) meeting where the identity of the Property and the terms of the conveyance will be disclosed before the vote. *See* O.C.G.A. § 50-14-3(b).

10. Binding Effect. The agreements set forth herein shall apply to and bind the successors-in-interest and assigns of Donor.

11. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. It is agreed that any documents or papers that may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the parties prior to conveyance.

12. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation

or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

13. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

14. Time of the Essence. Time is of the essence of each and every term and provision in this Agreement.

15. Counterparts; Facsimile Signatures. This Agreement may be executed in identical counterparts, and all such executed counterparts will constitute the same agreement. It will be necessary to account for only one such counterpart in proving this Agreement. It being expressly agreed that signatures to this Agreement transmitted by telecopy, pdf, DocuSign, or facsimile or electronic mail will be valid and effective to bind the party so signing.

16. Brokers. Each party represents to the other party that it has not dealt with any broker in connection with the transactions contemplated hereunder. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said party or its representatives, said party will be responsible for and reimburse the other party for any and all loss, liability, cost, damage and expense in connection therewith (including reasonable attorneys' fees). The provisions of this Section 16 will survive Closing or any termination of this Agreement.

17. Conditions. Donor's donation and conveyance of the Property and Donee's acceptance of the Property shall be conditioned on the following:

a. Donor's development (Braeburn Townhouses, Phase 3) and the location of Parkstead Lane @ Heritage Walk in relation to the constructed townhouses requires mitigation of operating speeds and critical sight distances along Heritage Walk/Branyan Trail that do not, without such mitigation, satisfy the City of Milton's Subdivision Design Standards regarding streets. See Milton City Code, Sec. 50-157(10). In order mitigate these conflicts, Donor was required to install a speed table and raised pedestrian crosswalk on Heritage Walk at the west side of the intersection of Heritage Walk (a city street) and Parkstead Lane (a private drive) as shown on page C200 of the Construction Plans for Braeburn Townhomes, Phase 3, dated December 17, 2018, a copy of which is attached hereto marked "Exhibit B" and by this reference incorporated herein.

b. Subject to the terms and conditions herein, including the consummation of the land donation referenced hereinabove, Donee agrees to waive the requirement that Donor construct and install the speed table and raised pedestrian crosswalk.

c. Donee agrees to complete the installation of the above-referenced speed table and raised pedestrian crosswalk on Heritage Walk, to include any additional requirements related to such installation (e.g., handicap ramps, pedestrian crossing signs, etc.).

d. Upon full execution of this Agreement by both the Donor and Donee, and upon Donee's approval of a revised Final Plat submitted by Donor, Donee agrees to issue

a Certificate of Occupancy (re. Permit #: 21MLT-RBP00280; Address: 2013 Parkstead Lane, Unit 7) to Donor.

e. In the event this transaction fails to close for any reason, the waiver referenced in subsection b. above shall be rescinded and Donor shall be fully-obligated to complete the installation of the speed table and raised pedestrian cross walk on Heritage Walk, in accordance with all applicable requirements of the City of Milton. In such case, Donor shall complete the installation project within six (6) months following the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above (the "Effective Date"), which shall be the date this Agreement is approved by the Milton City Council.

DONOR:

ADAIR PARK HOMES, LLC, a Georgia limited liability company

By: _____ (seal)
Eric J. Richards, its Manager

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires:

[*Affix Notary Seal*]

DREAMA SMITH
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUGUST 28, 2027

(signatures continue on following page)

(signatures continued from previous page)

DONEE:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Tammy Lowit, City Clerk

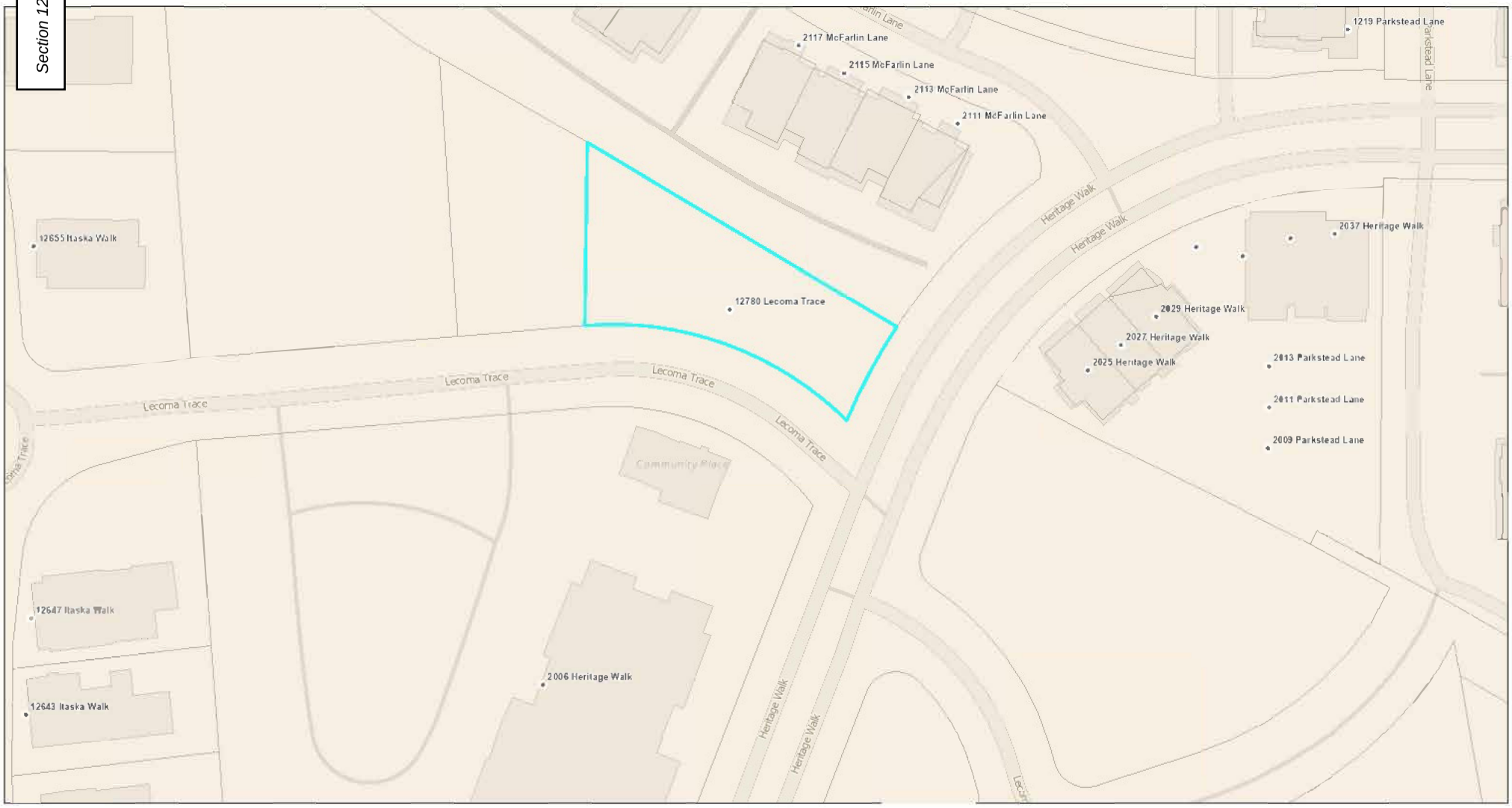
SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires:

[*Affix Notary Seal*]

EXHIBIT A-1



1:848

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Exhibit A-2

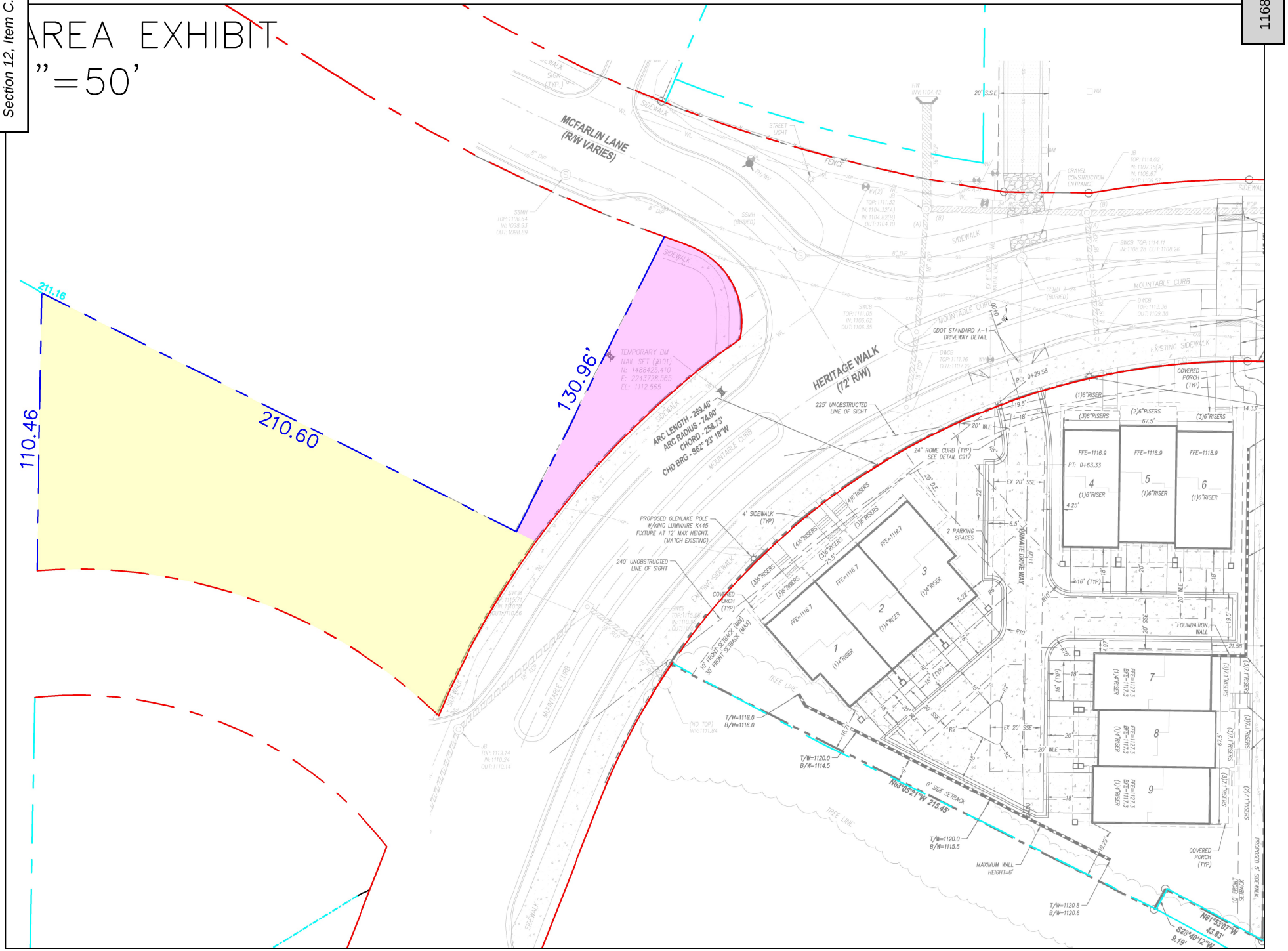
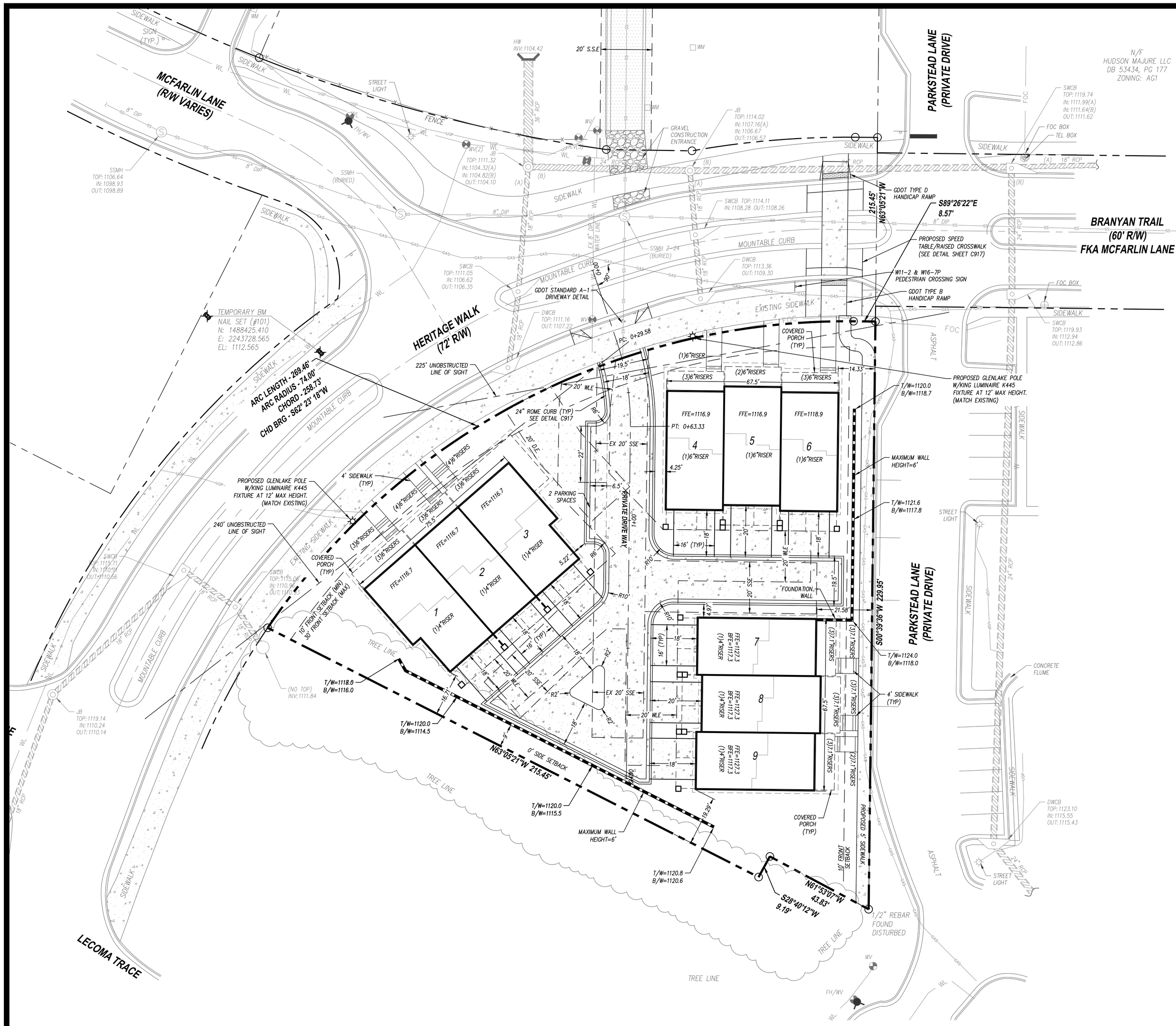

AREA EXHIBIT
"=50'
MCFARLIN LANE
(R/W VARIES)
HERITAGE WALK
(72' R/W)
211.16
110.46
210.60
130.96'
ARC LENGTH - 269.46'
ARC RADIUS - 74.00'
CHORD - 258.73'
CHD BRG - S62° 23' 18"W
TEMPORARY BM
NAIL SET (#101)
N: 1488425.410
E: 2243728.565
EL: 1112.565
225' UNOBSTRUCTED LINE OF SIGHT
240' UNOBSTRUCTED LINE OF SIGHT
PROPOSED GLENLAKE POLE W/KING LUMINAIRE K445 FIXTURE AT 12' MAX HEIGHT. (MATCH EXISTING)
GDOT STANDARD A-1 DRIVEWAY DETAIL
24" ROME CURB (TYP) SEE DETAIL C917
PRIVATE DRIVE WAY
2 PARKING SPACES
FOUNDATION WALL
COVERED PORCH (TYP)
10' FRONT SETBACK (MIN) 30' FROM SETBACK (MAX)
0' SIDE SETBACK
N63°05'21"W 215.45'
N61°53'07"W 43.83'
S28°40'12"W 9.19'
MAXIMUM WALL HEIGHT=6'
GRAVEL CONSTRUCTION ENTRANCE
EXISTING SIDEWALK
MOUNTABLE CURB
TREE LINE
FENCE
SIDEWALK
4' SIDEWALK (TYP)
1
2
3
4
5
6
7
8
9

EXHIBIT B



DEVELOPMENT SUMMARY

ZONING	
EXISTING ZONING	T4
AREA	
SITE AREA	0.78 ACRES
UNITS	
NUMBER OF UNITS (CONDOS)	9 UNITS
MAXIMUM BUILDING HEIGHT	3 STORIES
SETBACKS	
FRONT	10 FEET–30 FEET
SIDE	0 FEET
REAR	3 FEET

1. LDP SHALL INCLUDE LETTER AND CALCULATIONS TO SHOW HOW WATER QUALITY AND DETENTION IS PROVIDED FOR SITE.
2. NO STREAMS, RIVERS, OR LAKES EXIST ON OR WITHIN 200' OF THIS SITE.
3. AMENITIES AND OPEN SPACE ARE PART OF MASTER DEVELOPMENT PLAN.
4. 9 UNITS VESTED PER ORIGINAL PLAT APPROVAL.
5. THIS PHASE TO BE GOVERNED BY THE "DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR BRAEBURN TOWNHOMES" RECORDED AUGUST 8, 2011 IN DEED BOOK 50281, PAGES 28 – 90.
6. DETENTION PROVIDED AS PART OF MASTER DEVELOPMENT STORMWATER MANAGEMENT PLAN. THIS SITE IS A PORTION OF BASIN 2A IN THE ORIGINAL AS-BUILT HYDROLOGY DATED JANUARY 25, 2011 BY JACK BELL, P.E. THE SITE IS TRIBUTARY TO WATER QUALITY POND 2A AND DETENTION POND 2. PER THE APPROVED AS-BUILT CERTIFICATE, POND 2 HAS APPROXIMATELY 320,000 CUFT OF STORAGE AVAILABLE (8.22" OF FREEBOARD). THE PROPOSED SITE ADDS 0.25 ACRES OF IMPERVIOUS TO BASIN 2A
7. KIOSK FOR MAIL DELIVERY SHALL BE LOCATED ACROSS HERITAGE WALK IN TOWNHOMES PHASE 2.

	AS-BUILT HYDROLOGY	PROPOSED DEVELOPMENT
TOTAL AREA	11.60 ACRES	11.60 ACRES
COMPOSITE CN	CN = 74.1	CN = 75.0
IMPERVIOUS AREA	4.41 ACRES	4.66 ACRES
PERVIOUS AREA	5.46 ACRES	5.21 ACRES
UNDISTURBED AREA	1.73 ACRES	1.73 ACRES
(POND 2A) WATER QUALITY	17,889 PROVIDED	17,694 REQUIRED
(POND 2) 100-YR STORAGE VOL	96,724 CUFT	
TOTAL STORAGE	413,350 CUFT	
FREEBOARD	8.22' AVAILABLE	

24 HOUR CONTACT:
COREY NIBERT
770.231.2764

20 10 0 20 40
(IN FEET)
1 inch = 20 ft.

GEORGIA811 Utilities Protection Center, Inc.
Know what's **below.** **Call** before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
1290 KENNESTONE CIRCLE - BLDG A
SUITE 200 - MARIETTA, GA 30066
OFFICE 770.938.9000

CONSTRUCTION PLANS
BRAEBURN TOWNHOMES
PHASE 3

LDP # 18MLT-PPLT00005
LAND LOTS 1097, 1098 & 1135
2ND SECTION, 2ND DISTRICT
MILTON, GEORGIA

OWNER/DEVELOPER
PulteGroup
Pulte Home Company LLC
GA Division Office:
2475 Northwinds Pkwy | Suite 400 | Alpharetta, GA 30009
Pulte.com/Atlanta
PHONE: 770.381.3450

GSWCC CERTIFICATION NUMBER: 9881
EXPIRATION DATE: 05.19.2019

GEORGIA REGISTERED No. 30401 PROFESSIONAL ENGINEER MICHAEL A. HAPONSKI
12/17/2018

REVISIONS

1	06.12.2018	PROGRESS PLANS SUBMITTAL
2	09.25.2018	PROGRESS PLANS SUBMITTAL
3	10.15.2018	CONSTRUCTION PLANS SUBMITTAL
4	11.12.2018	CITY COMMENTS
5	12.17.2018	FULTON COUNTY COMMENTS

SITE PLAN

C200

17049 SITE.DWG 08.28.2018

Copyright ©2018

MILTON
ESTABLISHED 2006

STAFF MEMO: GENERAL

TO: Honorable Mayor and City Council Members
FROM: *Sara Leaders, PE, Public Works Director*
DocuSigned by: 4D62B6BB0E9A487...
DATE: Submitted on September 9, 2024, for the September 16, 2024, Regular City Council Meeting

AGENDA ITEM: Consideration of a Resolution to Condemn Property Rights Needed for Big Creek Greenway Project, Parcel 17 (0.034 Acres of Fee Simple Right of Way; 1,751.38 Square Feet of Permanent Easement for Construction and Maintenance of Slopes; and 5,672.73 Square Feet of Temporary Easement for Construction of Slopes); Owner: Keegan O'Reilly.

Executive Summary:
The City is responsible for right-of-way acquisition for the proposed Big Creek Greenway project. The City has made a fair and reasonable offer based on the appraisal to acquire the fee simple right-of-way, the permanent easement, and the temporary easement necessary for the construction of the project on Parcel 17 but has been unable to come to an acceptable resolution with the property owner. Negotiations will continue and the City will do everything possible to avoid litigation. To move forward with the required improvements, staff is recommending approval of the resolution to initiate condemnation proceedings on Parcel 17.

Funding and Fiscal Impact:
The appraised value of the rights needed is $47,200.00.

Alternatives:
The project constraints require impacts to these parcels and any further design changes would delay the project and increase the project costs.

Legal Review:
Christopher J. Hamilton – Jarrard & Davis, September 9, 2024

Concurrent Review:
Steven Krokoff, City Manager
DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

Attachment(s):
Resolution Authorizing Condemnation Action
Exhibit "A" to the Resolution
Declaration of Taking
Order of City of Milton to Condemn

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE THE CITY OF MILTON, GEORGIA'S POWERS OF EMINENT DOMAIN IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF MILTON, GEORGIA FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, municipalities may acquire real property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the governing authority of the City of Milton, Georgia, a municipal corporation of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for municipal road and/or other transportation purposes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Fulton County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of the City of Milton, Georgia, said property now or formerly vested in Keegan O'Reilly their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons, entity or entities entitled to such payment. The Mayor may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the City Council.

RESOLVED this _____ day of September 2024.

_____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk

(SEAL)

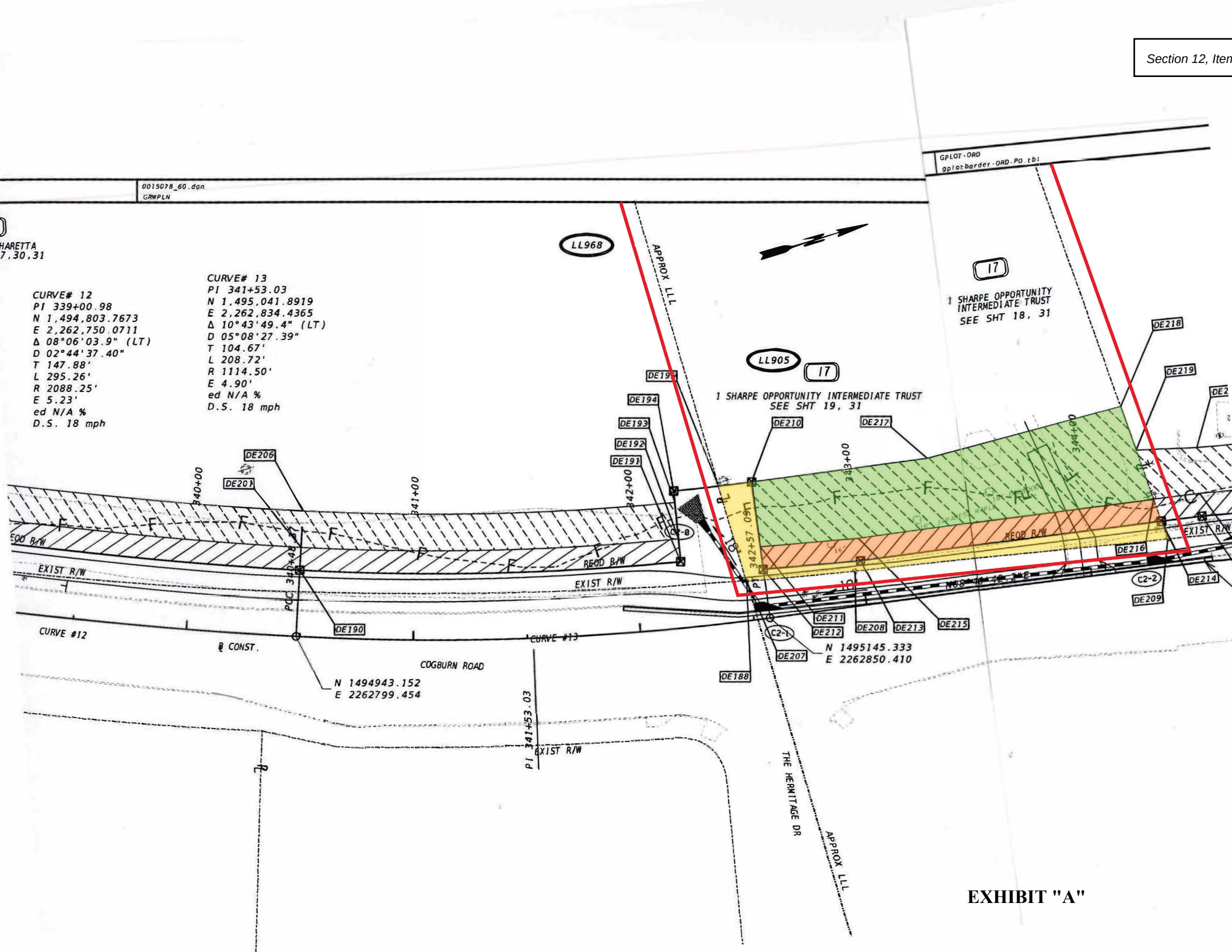

0015078_60.dgn
GRWPLN
GPLOT-ORD
gplotborder-ORD-PO.tbl
HARETTA
7,30,31
CURVE# 12
PI 339+00.98
N 1,494,803.7673
E 2,262,750.0711
Δ 08°06'03.9" (LT)
D 02°44'37.40"
T 147.88'
L 295.26'
R 2088.25'
E 5.23'
ed N/A %
D.S. 18 mph
CURVE# 13
PI 341+53.03
N 1,495,041.8919
E 2,262,834.4365
Δ 10°43'49.4" (LT)
D 05°08'27.39"
T 104.67'
L 208.72'
R 1114.50'
E 4.90'
ed N/A %
D.S. 18 mph
LL968
APPROX LLL
17
1 SHARPE OPPORTUNITY INTERMEDIATE TRUST
SEE SHT 18, 31
LL905
17
1 SHARPE OPPORTUNITY INTERMEDIATE TRUST
SEE SHT 19, 31
DE218
DE219
DE217
DE210
DE206
DE205
DE194
DE193
DE192
DE191
340+00
341+00
342+00
343+00
REQD R/W
EXIST R/W
EXIST R/W
REQD R/W
EXIST R/W
PCC 340+48.57
PT 342+57.09
DE216
DE214
C2-2
DE209
DE211
DE212
DE208
DE213
DE215
C2-1
DE207
DE190
DE188
CURVE #12
℄ CONST.
CURVE #13
COGBURN ROAD
N 1494943.152
E 2262799.454
N 1495145.333
E 2262850.410
PI 341+53.03
EXIST R/W
THE HERMITAGE DR
APPROX LLL

EXHIBIT "A"

PARCEL 17
DE208
REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE195	60.000	L	342+41.495	Cogburn Rd
	14.756		N09°10'45.36"E	
DE210	60.000	L	342+57.091	Cogburn Rd
	38.500		S81°13'17.84"E	
DE212	21.500	L	342+57.091	Cogburn Rd
	42.956		N11°26'49.20"E	
DE213	19.500	L	343+00.000	Cogburn Rd
	133.307		N08°33'48.51"E	
DE214	20.000	L	344+33.306	Cogburn Rd
	8.223		N86°17'46.50"E	
DE209	11.971	L	344+35.083	Cogburn Rd
	138.216		S10°11'15.20"W	
DE208	15.370	L	342+96.909	Cogburn Rd
	47.879		S10°58'55.99"W	
DE207	17.182	L	342+48.940	Cogburn Rd
	0.433		S89°51'34.50"W	
DE188	17.609	L	342+48.869	Cogburn Rd
	42.984		S89°51'34.50"W	
DE195	60.000	L	342+41.495	Cogburn Rd

REQD R/W = 1498.44 SF
REQD R/W = 0.034 ACRES
REMAINDER = 1.4 ACRES

TTL: 1.434+/- AC

PARCEL 17
DE215
EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE211	31.502	L	342+57.091	Cogburn Rd
	43.169		N11°26'09.21"E	
DE215	29.501	L	343+00.213	Cogburn Rd
	130.881		N08°33'48.51"E	
DE216	29.992	L	344+31.094	Cogburn Rd
	10.234		N86°17'46.50"E	
DE214	20.000	L	344+33.306	Cogburn Rd
	133.307		S08°33'48.51"W	
DE213	19.500	L	343+00.000	Cogburn Rd
	42.956		S11°26'49.20"W	
DE212	21.500	L	342+57.091	Cogburn Rd
	10.002		N81°13'17.84"W	
DE211	31.502	L	342+57.091	Cogburn Rd

REQD EASMT = 1751.38 SF
REQD EASMT = 0.040 ACRES

PARCEL 17
DE223
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE210	60.000	L	342+57.091	Cogburn Rd
	78.283		N08°43'22.62"E	
DE217	60.076	L	343+35.374	Cogburn Rd
	87.239		N00°55'17.93"E	
DE218	72.001	L	344+21.794	Cogburn Rd
	20.257		N86°17'46.50"E	
DE219	52.223	L	344+26.173	Cogburn Rd
	22.769		N86°17'46.50"E	
DE216	29.992	L	344+31.094	Cogburn Rd
	130.881		S08°33'48.51"W	
DE215	29.501	L	343+00.213	Cogburn Rd
	43.169		S11°26'09.21"W	
DE211	31.502	L	342+57.091	Cogburn Rd
	28.498		N81°13'17.84"W	
DE210	60.000	L	342+57.091	Cogburn Rd

REQD EASMT = 5672.73 SF
REQD EASMT = 0.130 ACRES

PARCEL 18
DE236
REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE214	20.000	L	344+33.306	Cogburn Rd
	17.941		N08°46'42.16"E	
DE221	20.003	L	344+50.900	Cogburn Rd
	49.447		N10°45'44.88"E	
DE222	20.000	L	345+00.000	Cogburn Rd
	10.000		N79°14'15.12"W	
DE223	30.000	L	345+00.000	Cogburn Rd
	4.997		N79°14'15.12"W	
DE224	34.997	L	345+00.000	Cogburn Rd
	46.766		N10°45'35.27"E	
DE225	35.000	L	345+46.766	Cogburn Rd
	20.156		N32°36'20.75"E	
DE226	27.500	L	345+65.475	Cogburn Rd
	179.536		N10°45'44.88"E	
DE227	27.500	L	347+45.011	Cogburn Rd
	63.567		N19°21'26.65"E	
DE228	18.000	L	348+07.865	Cogburn Rd
	178.985		N10°45'44.88"E	
DE229	18.000	L	349+86.849	Cogburn Rd
	1.051		S87°02'19.21"E	
DE220	16.958	L	349+86.992	Cogburn Rd
	552.342		S10°11'15.20"W	
DE209	11.971	L	344+35.083	Cogburn Rd
	8.223		S86°17'46.50"W	
DE214	20.000	L	344+33.306	Cogburn Rd

REQD R/W = 5287.25 SF
REQD R/W = 0.121 ACRES
REMAINDER = +/- 18 ACRES

LIMIT OF ACCESS.....BLA
MIT OF ACCESS.....ELA
NG LIMIT OF ACCESS
LIMIT OF ACCESS
NG LIMIT OF ACCESS & R/W
LIMIT OF ACCESS & R/W
BARRIER FENCE
ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, the City of Milton, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property and easements for public (municipal) road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property and easements are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, the City of Milton, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the right-of-way and easements, referenced above, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," the City of Milton, Georgia estimates $47,200.00 as just and adequate compensation to be paid for said right-of-way and easements, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Milton, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140

hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public (municipal) road or other transportation purposes.

_____
PEYTON JAMISON, Mayor

ATTEST:

_____
TAMMY LOWIT, City Clerk

APPROVED AS TO FORM:

/s/ Christopher J. Hamilton
Christopher J. Hamilton
Georgia Bar No. 320853
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
Attorneys for Condemnor

ORDER OF THE CITY OF MILTON, GEORGIA TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the City of Milton, Georgia, through its Mayor and City Council, has laid out and determined to construct a public transportation facility for the City of Milton at Fulton County tax parcel identification number 22 509009050166 being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the person named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.034 Acres of Fee Simple Right of Way; 1,751.38 Square Feet of Permanent Easement for Construction and Maintenance of Slopes; and 5,672.73 Square Feet of Temporary Easement for Construction of Slopes.
Owner:	Keegan O'Reilly
Potentially Interested Parties:	Mortgage Electronic Registration Systems, Inc. as nominee for Affinity Home Lending, LLC; Georgia Power Company

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City of Milton that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that City of Milton proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the Petition

for Condemnation) by condemnation under the provisions of said Code, and City Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the City of Milton, Georgia, this _____ day of September 2024.

_____
PEYTON JAMISON, Mayor

ATTEST:

_____
TAMMY LOWIT, City Clerk

APPROVED AS TO FORM:

/s/Christopher J. Hamilton
Christopher J. Hamilton
Georgia Bar No. 320853
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
678-455-7150 (telephone)
678-455-7149 (facsimile)

Attorneys for City of Milton, Georgia

CITY OF MILTON GEORGIA

GENERAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Karen Ellis, Finance Director
DATE: Submitted on September 10, 2024, for the September 16, 2024, Regular City Council Meeting

DocuSigned by:
45755D597160487...

AGENDA ITEM: Consideration of a Resolution of the City of Milton, Georgia to Provide for an Occupation Tax Abatement for Certain Qualifying Businesses within the Deerfield/Highway 9 Area

Executive Summary:

The Deerfield District in Milton presents a prime opportunity for economic growth and development. To capitalize on this potential, the City is introducing a tax abatement aimed at attracting businesses and reducing vacant commercial office space.

This proactive measure is designed to create a vibrant business environment by offering financial incentives to companies that commit to employing a minimum of 15 employees earning an average of $110,000 annually (including benefits) each.

Tax abatements are a proven tool for stimulating local economies, encouraging business investment, and fostering long-term development. By reducing the financial burden on companies, this initiative enhances Milton's competitiveness as a business destination, driving new job creation, and strengthening the local economy. This abatement is expected to not only assist in filling office vacancies but also to serve as a catalyst for further development, creating a ripple effect that benefits the community as a whole.

Through this approach, the City of Milton is positioning the Deerfield District as a dynamic hub for business growth and opportunity.

Funding and Fiscal Impact:

The proposed tax abatement could result in a potential reduction of business occupational taxes ranging from $0 to approximately $40,000, depending on which businesses qualify under the NAICS codes and meet the earning requirements. However, staff believes the benefits will outweigh any potential revenue loss. These benefits include the direct, indirect, and induced impacts of new jobs created, revenue generated, and capital investments in our target area. Additionally, the secondary economic activity driven by suppliers of goods and services to these new businesses, as well as increased local spending by their employees on items such as groceries, entertainment, restaurants, and other services, is expected to significantly boost the local economy, both in the short and long term.

Alternatives:

Other Council driven action.

Legal Review: Karen Pachuta – Jarrard & Davis, September 10, 2024
Concurrent Review: Steven Krokoff, City Manager
Attachment(s): Resolution

DocuSigned by:
Steven krokoff
9E6DD808EBB74CF...

STATE OF GEORGIA **RESOLUTION NO. _____**

COUNTY OF FULTON

A RESOLUTION OF THE CITY OF MILTON, GEORGIA TO PROVIDE FOR AN OCCUPATION TAX ABATEMENT FOR CERTAIN QUALIFYING BUSINESSES WITHIN THE DEERFIELD/HIGHWAY 9 AREA

WHEREAS, Milton, Georgia is a duly formed political subdivision of the State of Georgia, with all the powers attendant thereto; and

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Milton has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, Chapter 12, Article II of the City's Code of Ordinances governs the imposition of business and occupation taxes; and

WHEREAS, Sec. 12-23 of the City's Code of Ordinances generally sets the occupation tax based on the gross receipts of such business, with certain exceptions; and

WHEREAS, the Official Code of Georgia Annotated ("O.C.G.A.") Sec. 48-13-10(f) permits local governments to adopt a resolution providing for an exemption or reduction in occupation tax or a credit against occupation tax owed to one or more types of businesses or practitioners of occupations or professions as part of a plan for economic development or attracting, encouraging, or maintaining selected types of businesses or occupations; and

WHEREAS, Article 7B of the City's Unified Development Plan outlines requirements and defines the boundary for the Deerfield/Highway 9 area as a high-quality, mixed-used development area; and

WHEREAS, the City of Milton wishes to encourage businesses that operate in certain fields to establish a physical presence within the Deerfield/Highway 9 area by offering certain

abatements within the City's business and occupation tax ordinance;

NOW THEREFORE, BE IT RESOLVED, that businesses with a physical location in the Deerfield/Highway 9 area that meet the established criteria shall not be required to pay an occupation tax based on the gross receipts of the business as outlined in Sec. 12-23 but shall be taxed a fee of $150.00 plus $7.00 per employee, and an administrative fee of $75.00. This tax abatement is provided upon the business certifying each calendar year that it meets the following requirements: (1) At least fifteen (15) employees are regularly working and present within the Deerfield/Highway 9 area; and (2) The base salary of each of the employees regularly working and present within the Deerfield/Highway 9 area is at least $110,000 per year, inclusive of benefits; and (3) At least fifteen (15) employees regularly working within the Deerfield/Highway 9 area are classified with one of the following codes from the North American Industry Classification System ("NAICS"): 23 – Construction, 52 – Finance and Insurance, 54 – Professional, Scientific and Technical Services and 55 – Management of Companies and Enterprises. Upon confirmation of eligibility and payment of the occupation tax, the business shall still receive an occupation tax certificate confirming the abatement, which shall serve as a business license.

SO RESOLVED, the public health, safety and welfare demanding it, this _____ day of _____, 2024.

Approved:

_____
Peyton Jamison, Mayor

Attest:

[SEAL]

_____
City Clerk