




AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Diana Wheeler, Interim Community Development Director
DATE: Submitted on June 30, 2025, for the July 7, 2025, Regular City Council Meeting

Signed by:

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AGENDA ITEM: Approval of a Professional Services Agreement between the City of Milton and Hatley Plans LLC to Prepare an Annual Update of the Capital Improvements Element (CIE), a Requirement to Maintain the Qualified Government Status.

SUMMARY:

As a municipality that collects Impact Fees, a Capital Improvement Element (CIE) Annual Update is required per the Georgia Department of Community Affairs (DCA). The CIE Annual Update Report includes an annual financial report and a new fifth-year schedule of project improvements. The City of Milton adopted an updated Development Impact Fee Ordinance on August 5, 2024. The adopted schedule of the project improvement list would be the basis for the 2025 annual update.

The City is seeking approval of the contract with Hatley Plans LLC to prepare this Annual Financial Report. This consultant, when previously employed by another company, has written all our prior reports. The report would be presented to the Mayor and Council in August for a review before being transmitted to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs. It is required to complete this update by October 30, 2025.

FUNDING AND FINANCIAL IMPACT:

This project will be funded through the collection of impact fees.

PROCUREMENT SUMMARY (if applicable)

Purchasing method used: Professional Services
Account Number: 350-7410-521200000
Requisition Total: \$4,500.00

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – June 30, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 16, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Bernadette Harvill

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DocuSigned by:

Steven Krokoff

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ATTACHMENT(S):

Professional Services Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





PROFESSIONAL SERVICES AGREEMENT – SHORT FORM

Preparation of the 2025 Annual Capital Improvements Element (CIE) Update

This Professional Services Agreement (“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 **HATLEY PLANS LLC**, a Georgia limited liability company, having its principal place of business at 3175 Madison Ave NE, Brookhaven, GA 30319 (herein after referred to as the “Consultant”), collectively referred to herein as the “Parties.”

WITNESSETH:

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

WHEREAS, Consultant 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 this Agreement; and

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:

Section 1. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit “A” – Scope of Work

Exhibit “B” – Insurance Certificate

Exhibit “C” – Contractor Affidavit

Exhibit “D” – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, 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 professional consulting services for the preparation of Milton’s 2025 Annual Capital Improvements Element (CIE) Update (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. Unless otherwise stated in **Exhibit “A”**, 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, 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.

Section 3. Contract Term; Termination. Consultant 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 term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before October 31, 2025 (provided that certain obligations will survive termination/expiration of this Agreement). City may terminate this Agreement for convenience at any time upon providing written notice thereof to Consultant. Provided that no damages are due to City for Consultant’s breach of this Agreement, 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 (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 **FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS** (\$4,500.00) (the “Maximum Contract Price”), except as outlined in Section 4 above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a lump sum fee. 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 profession and industry, Consultant will give written notice immediately to City.

City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City’s receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

Section 6. Covenants of Consultant.

A. Licenses, Certification and Permits. Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant 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. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Consultant; City’s Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant’s Work performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant’s performance. Consultant acknowledges and agrees that the acceptance or approval 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 and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant’s Work under professional and industry standards.

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

D. Consultant’s Representative; Meetings. Paige Hatley [INSERT NAME] shall be authorized to act on Consultant’s behalf with respect to the Work as Consultant’s designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Consultant 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 the City.

E. Assignment of Agreement. Consultant 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.

F. 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; 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 Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. 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.

G. Independent Contractor. Consultant 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. Consultant 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 consultants, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Consultant 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. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant 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. 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.

H. Insurance. Consultant 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. Consultant 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, Consultant shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Consultant's Work and that the City and its officials, employees or agents are named as additional insureds.

I. 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) 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 Consultant'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) Consultant 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.

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 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, 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 Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, 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 an *individual* licensed and in good standing as

noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Consultant and 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.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[CHECK ONE]**

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

Consultant hereby agrees that, in the event 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, 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.

J. Ethics Code; Conflict of Interest. Consultant 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. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Consultant 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. Consultant 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-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.

K. Confidentiality. Consultant 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, consultants, and/or staff to likewise protect such confidential information.

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

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant 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, 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 or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant 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. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. 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. 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. 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 Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the City, unless Consultant provides evidence that no such license is required. Consultant 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.*).

C. 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.

D. Notices. All 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 first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. 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 for the time and manner specifically stated. 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.

F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. The Parties 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. 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. 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.

[SIGNATURES ON FOLLOWING PAGE]

The Remainder of this Page is Intentionally Blank

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

CONSULTANT: HATLEY PLANS LLC

Signature: Paige Hatley

Print Name: Paige Hatley

Title: [CIRCLE ONE]

Member Manager (LLC)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: John Hatley

Print Name: John Hatley

Title: Member, LLC
(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:

Jennifer McCall 6/30/2025
City Attorney Date

EXHIBIT “A”

June 12, 2025

Shubhangi Jangam, AICP
Principal Planner, City of Milton
2006 Heritage Walk
Milton, Georgia 30004

RE: Proposal to Prepare 2025 Annual Capital Improvements Element (CIE) Update

Dear Ms. Jangam,

Thank you for this opportunity to continue to provide professional consulting services to the City of Milton. For the past several years I have prepared the City's Annual CIE Update reports, which are required to maintain an impact fee program accordance with the Georgia Development Impact Fee Act (DIFA) and the Rules of Georgia Department of Community Affairs (DCA), Chapter 110-12-2.

Previous years' reports were authorized by the City under a contract with ROSS+Associates. The enclosed Letter of Proposal is submitted by Hatley Plans LLC and outlines the steps and schedule for preparing the 2025 Annual Capital Improvements Element (CIE) Update report. The results of our services will be the preparation of the Annual CIE Update report for the City meeting all legal and administrative requirements.

Our assistance will include the following items:

1. Data collection of pertinent financial and Community Work Program (CWP) information from City staff.
2. Preparation of a complete Annual CIE Update report acceptable to DCA under their *Development Impact Fee Compliance Requirements*. The report will be based on the City's most recently adopted CIE (July 8, 2024), and will contain the following:
 - a. A financial report for the last completed fiscal year that includes impact fee collections, expenditures, funds on hand, and interest accrued, reflecting data supplied by the City from the last completed annual audit.
 - b. A five-year Community Work Program (CWP) extending the CWP by adding one future year and deleting the past year, and updating public facility projects listed to conform to the adopted CIE. Only impact fee projects will be shown, per direction from DCA.
3. Preparation of a draft transmittal resolution, public notice language, and suggested meeting agenda language for the Transmittal Public Hearing. The hearing is required prior to transmittal of the Draft Annual CIE Update to the Atlanta Regional Commission (ARC), who will initiate the formal review process.
4. Attendance at the City Council meeting for the Transmittal Public Hearing, as well as the preceding City Council Work Session.
5. Response to any comments received from DCA during their review of the Annual CIE Update.
6. Preparation of an adoption resolution template, for final formatting and use by the City Clerk.

We anticipate that City staff will handle scheduling and posting notice for the Transmittal Public Hearing, will transmit the draft and final adopted reports to ARC (via email), and will attend the City Council meeting to adopt the DCA-approved Annual CIE Update (note – no public hearing is required to adopt the document; this is typically a Consent Agenda item).

Our compensation will be billed on a lump sum basis for all items 1, 2, 3, 4, 5, and 6, above, at a total not to exceed \$4,500.00.

Invoices will be submitted no more often than once each month and will be payable within 30 days of receipt. Each invoice will be based on the percent of the work completed during the preceding month. The City may terminate this agreement in writing at any time, or we may mutually agree to amend it depending on the requirements of the project. In any event, the terms of our agreement will lapse one year from the date of this letter unless extended by our mutual consent.

Under the attached schedule, the 2025 Annual CIE Update can be completed and adopted before the end of October, meeting DCA's annual deadline and extending the City's Qualified Local Government (QLG) status for another year.

Thank you for your consideration, and please reach out if additional information is needed or if you would like to discuss the proposal.

Sincerely,

A handwritten signature in blue ink, reading "Paige Hatley". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Paige Hatley, AICP
Hatley Plans LLC

2025 Annual CIE Update Schedule

July 16	Consultant sends draft Financial Report to Finance Department to update.
July 17	Consultant forwards draft 5-Year Community Work Program (CWP) update to Community Development for review.
July 23	Financial Report with FY 2023 Audit data forwarded to Consultant to complete Financial Tables.
July 24	Community Development forwards any updates to 5-Year CWP to Consultant.
July 24	Consultant forwards draft public notice language and Transmittal Resolution to Community Development Department.
Week of July 28	Community Development Department places public notice for August 18 public hearing for publication.
Aug 1	Consultant forwards complete draft of Annual CIE Update to Community Development Department.
Aug 4	Consultant forwards draft PowerPoint presentation for 8.11.25 City Council work session to Community Development Department.
Aug 11	City Council Work Session—Annual CIE Update document and process overview.
Aug 18	City Council Public Hearing; Transmittal Resolution adopted.
Aug 19	Community Development Department forwards copy of draft Annual CIE Update report and Transmittal Resolution to ARC.
Aug 22	Community Development Department confirms ARC's certification that submittal is complete.
Sept	Consultant responds to questions from ARC or DCA, if any. Community Development Department informs Consultant of DCA approval.
Oct 13	Consultant forwards Final Annual CIE Update and Adoption Resolution to Community Development Department.
Oct 20	City Council adopts Annual CIE Update.
Oct 21	Community Development Department forwards copy of adopted Annual CIE Update and Adoption Resolution to ARC.

EXHIBIT “B”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2025

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C No.): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10200
INSURED Hatley Plans LLC 3175 Madison Ave. NE Brookhaven, GA 30319	

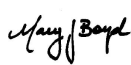
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.385.983.9	07/10/2025	07/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.384.286.9	07/10/2025	07/10/2026	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2025 Annual Capital Improvements Element Update

CERTIFICATE HOLDER**CANCELLATION**

City of Milton, Georgia 2006 Heritage Walk Milton, GA 30004	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 
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STATE OF Georgia
COUNTY OF DeKalb

EXHIBIT "C"

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:

#1469056
Federal Work Authorization User Identification
Number

11/12/19
Date of Authorization

Hatley Plans LLC
Name of Contractor

Preparation of 2025 Annual Capital
Improvements Element (CIE) Update
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 30, 2025 in
Brookhaven (city), GA (state).

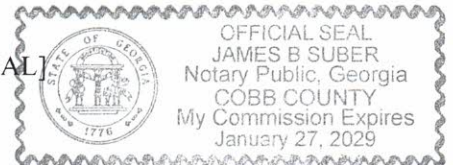
Paige Hatley
Signature of Authorized Officer or Agent

Paige Hatley, President
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 30 DAY OF
June, 2025.

NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

01/27/2029

EXHIBIT "D"

N/A

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Preparation of 2025 Annual Capital
Improvements Element (CIE) Update
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:
