

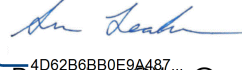


## AGENDA STAFF MEMO

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**TO:** Honorable Mayor and City Council Members  
**FROM:** Sara Leaders, PE, Public Works Director  
**DATE:** Submitted on June 27, 2025, for the July 7, 2025, Regular City Council Meeting

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**AGENDA ITEM:** Consideration of a Memorandum of Agreement (MOA) between the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs for an Update to the North Fulton Comprehensive Transportation Plan

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### **SUMMARY:**

The purpose of this contract is to begin the process of updating the North Fulton Comprehensive Transportation Plan (CTP). The first version of the plan was adopted in 2010 and an update was adopted in 2018.

The CTP Program's purpose is to ensure the transportation infrastructure has a positive impact on strengthening the Atlanta Region's economy and communities at both the local and regional levels. The Atlanta Regional Commission (ARC) provides financial assistance for counties and their constituent municipalities to develop joint long-range transportation plans. These plans, while focused on local issues and needs, also serve as the foundation for regional planning efforts led by ARC. The plan includes a robust public input process across all of the cities as well as an assessment of existing conditions and existing plans in order to develop recommendations. The plan will work in conjunction with our own Comprehensive Transportation Plan update adopted in 2023 to further develop recommended projects for future TSPLOST referendums.

### **FUNDING AND FINANCIAL IMPACT:**

The contract amount is expected to be \$1,237,500. ARC funds 80% of the total cost. Milton's share of the remaining 20% based on population is \$26,462.73. See Appendix A in the MOA.

### **ALTERNATIVES:**

If this contract is not approved, North Fulton cities will not be able to update Milton's portion of the plan.

### **PROCUREMENT SUMMARY (if applicable)**

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**REVIEW & APPROVALS:**

**Financial Review:** Bernadette Harvill, Deputy City Manager  
**Legal Review:** Jeff Strickland, Jarrard & Davis, LLP – July 1, 2025  
**Concurrent Review:** Steven Krokoff, City Manager

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*Bernadette Harvill*

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*Steven Krokoff*

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**ATTACHMENT(S):**

MOA

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***Memorandum of Agreement  
for  
The Development of a North Fulton Comprehensive Transportation Plan  
Among  
the Cities of Alpharetta, Johns Creek, Milton, Roswell, and Sandy Springs***

**WITNESSETH:**

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A § 50-8-82; and

WHEREAS, in accordance with O.C.G.A. § 50-8-93(e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, each of the cities of North Fulton County (Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs, hereinafter referred to as “the Cities”) has requested that ARC manage the planning and development of a Comprehensive Transportation Plan (CTP) for North Fulton County and ARC agrees to accept responsibility for management of the project.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

**SECTION 1: PURPOSE**

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing, cooperative, and comprehensive planning and development of the North Fulton Comprehensive Transportation Plan (NFCTP). The development of the NFCTP will be managed by the ARC at the request of the Cities.

The NFCTP will be a program of goals, objectives, and strategies aimed at evaluating, coordinating and making necessary recommendations for the regional transportation system and land use assumptions for the Cities and the City of Mountain Park. This process is intended to ensure that the area of North Fulton is coordinated in an effort to produce a Plan that will meet the future projected demands related to land use and the regional transportation system. This project will also involve the development of performance measures, the collection and analysis of data as well as stakeholder input in various forms. The end result of this process will be a comprehensive program of policies and projects that will include estimated costs and timeframes for project implementation and any recommendations for needed coordination beyond local jurisdictional boundaries.

## **SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES**

### **A. ARC**

Since ARC is not a party to this agreement, this section is for informational purposes only and provides a common understanding of ARC's role by the five cities.

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Manage and conduct all planning activities associated with the project.
3. Be the recipient of any federal and local funding for all planning activities associated with the project. (Estimate \$990,000 federal and \$247,500 local for a total of \$1,237,500.)
4. Award and manage any sub-contracts necessary to perform required planning associated with the project.
5. Manage the project in accordance with all applicable state and federal laws and regulations.
6. Provide periodic financial status reports to the Cities showing the obligation and expenditure of funds.

The ARC has designated a Project Manager for the NFCTP. For the sake of continuity, it is highly desirable to maintain the same Project Manager throughout the project.

### **B. Cities**

The Cities shall be responsible for the following:

1. Assist ARC in the development of a scope of work for the project.
2. Provide funding for the project in accordance with each city's commitment, shown under the "local match" column in the table on Attachment A: City Financial Commitments.
3. The Cities will have their funds, authorized by the local government, available to pay their share of the local match to the Administrative City (defined below) by October 30, 2025. The Administrative City will pay the local match to ARC after Federal funds are encumbered, after ARC secures a GDOT funding agreement for Federal funds, and in advance of ARC's incurring costs. There will be no refund of the local match after funds are transmitted to ARC. Any funds paid in advance, for which ARC does not actually incur the estimated costs, will be refunded to the Cities once the project is complete, proportional to each city's share shown in Attachment A.
4. Appoint representatives to serve on the Project Management Team (PMT) and Community Council, both of which are defined below.
5. Mayors, or an appointed representative by each designated Mayor, serve on the Policy Committee, defined below.
6. Provide other assistance as mutually agreed upon.
7. Acknowledging that the NFCTP has a regional focus, the Cities pledge to work together toward mutually beneficial arrangements balancing mobility, land use, and quality of life issues.
8. Review project documents and approve the project final document according to the procedures laid out in Section 3.

### **C. Administrative City**

The Administrative City will be the main administrative point of contact with ARC and will collect the local match from the other Cities and transmit it to ARC. The designated Administrative City is the City of Johns Creek.

1. The Administrative City will collect the local match from the other cities and transmit it to ARC.
2. The Administrative City will assist ARC with the project by encouraging input from the other cities and facilitating development of the Scope of Work with the PMT.
3. The Administrative City will share information it receives with the other cities.

For the sake of continuity, it is highly desirable for the Administrative City to maintain the same point of contact throughout the project.

### **D. City of Mountain Park**

The City of Mountain Park is not a party to this agreement, so this section is for informational purposes only, yet this is an agreement of the Cities' understanding of its role within this planning framework. The City of Mountain Park will participate as part of the Community Council.

## **SECTION 3: POLICY DEVELOPMENT AND COORDINATION**

### **A. Committees and Councils**

The project shall be conducted using four key groups to facilitate feedback, decisions and communication: a Community Council, a Policy Committee, a Project Management Team and a Technical Advisory Committee.

- The Project Management Team will deal with contractual concerns, day-to-day project management, and overall direction for the planning process.
- The Community Council will represent the public's interests throughout the CTP process.
- The Technical Advisory Committee shall consist of transportation and other planning professionals such as, GDOT Planning staff, Community Improvement Districts, transit operators, local engineering and planning departments, and/or economic development entities, as well as others identified in the planning process.
- The Policy Committee will represent elected leadership and provide policy direction.

A Project Management Plan will be developed to outline specific meetings and a project schedule.

### **B. Scope of Work**

Specific details on the Project Management Plan, Project Management Team, Community Council, Technical Advisory Committee, and Policy Committee are included in a separate Scope of Work Document.

### 3.1 Community Council (CC)

The involvement of a diverse representation of the community is essential to the successful development of this project. The Community Council will represent the public's interests throughout the CTP process. The exact composition of the Community Council (CC) will be determined during the planning process as proposed in the public participation plan, as defined in the scope of services. The structure will be approved by the PMT. The CC shall include geographic representation for each of the Cities.

If the CC, after much discussion, reaches an impasse, they will refer difficult issues to the Policy Committee for resolution. The intent is to reach consensus on the plan, and the CC, as a microcosm of the public, is the primary body for discussing and debating the elements of the plan and for reaching a consensus that is representative of the public.

Decisions of the CC shall be made by majority vote. The CC will vote on the project recommendations and will help to shape the project recommendations, but the CC will not vote on the Draft Plan, defined below.

### 3.2 Policy Committee (PC)

The Policy Committee (PC) shall consist of the five Mayors of the Cities, or their representatives. The PC may meet quarterly and shall provide policy direction to the PMT, interpret any areas requiring policy clarification, and provide approval of the Draft Plan, in accordance with the requirements of this section. The decision-making process shall be decided by the PC.

### 3.3 Project Management Team (PMT)

The PMT shall consist of one city staff member from each of the five cities, appointed by the Mayor of each of the five cities, plus the ARC Project Manager. The ARC Project Manager shall be a non-voting member of the PMT. The five-member PMT shall:

- Provide project management input and guidance for the consultant and the ARC Project Manager.
- Refer difficult policy matters to the Policy Committee (PC), as provided by the CC, along with any PMT positions or recommendations

Decisions of the PMT shall be made by majority vote (3 out of 5 members).

### 3.4 Approval of Draft Plan

The draft document as designated by the PMT shall be sent to the PC and requires three out of five Mayoral votes for approval by the PC.

### 3.5 Approval of Final Plan

The PC shall submit the approved draft plans to the five City Councils. A minimum of three resolutions of the five cities accepting the draft report (that has been approved by the PC) shall constitute final approval of the plan for ARC approval purposes.

#### **SECTION 4: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

ARC and the Cities shall comply with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of either party under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **SECTION 5: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS**

This MOA shall become effective upon execution by all five Cities and remain in effect until the completion of the project or termination by the parties as provided below.

Any City may terminate this MOA upon sixty (60) days' written notice to the others, provided that the City requesting termination has provided notice and sufficient opportunity for remedy.

Any City may request changes to this MOA at any time by written notice to the other Cities signatory of this MOA. Such changes as are mutually agreed upon by and between the Cities shall be incorporated in written amendments to this MOA executed by all five cities. This MOA may only be modified by an instrument in writing executed by the Cities. The Cities agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications.

#### **SECTION 6: NOTIFICATION**

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

#### **SECTION 7: AUTHORITY**

Each individual executing this MOA on behalf of any entity which is a party to this MOA represents and warrants that he or she is duly authorized to execute and deliver this MOA on behalf of said entity.

*In witness whereof, the parties hereto have executed this Memorandum of Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.*

*City of Alpharetta*

*Attest:*

\_\_\_\_\_  
*Mayor*

*City of Johns Creek*

*Attest:*

\_\_\_\_\_  
*Mayor*

*City of Milton*

*Attest:*

\_\_\_\_\_  
*Mayor*

*City of Roswell*

*Attest:*

\_\_\_\_\_  
*Mayor*

*City of Sandy Springs*

*Attest:*

\_\_\_\_\_  
*Mayor*



## Attachment A: City Financial Commitments

### North Fulton Comprehensive Transportation Plan

Federal	\$990,000
Local	<u>\$247,500</u>
<b>Total</b>	<b>\$1,237,500</b>

City	Population 2023	Percent	Local Match
Sandy Springs city, Georgia	105,793	27.33%	\$67,650.27
Roswell city, Georgia	91,706	23.69%	\$58,642.22
Johns Creek city, Georgia	81,108	20.96%	\$51,865.23
Alpharetta city, Georgia	67,056	17.33%	\$42,879.55
Milton city, Georgia	41,383	10.69%	\$26,462.73
<b>Total</b>	<b>387,046</b>	<b>100.00%</b>	<b>\$247,500.00</b>