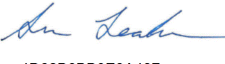




AGENDA STAFF MEMO

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: Approval of an Amendment to the Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta for Mayfield Farm Demolition Services

SUMMARY:

The City of Milton and the City of Alpharetta jointly own the properties at 1470, 1480, and 1490 Mayfield Road. Both cities have reviewed and allocated funding for the demolition of the structures on these properties to mitigate safety risks associated with their deterioration. An Intergovernmental Agreement (IGA) was approved by both cities in conjunction with the award of the demolition contract. During the course of demolition, additional required services were identified, including asbestos abatement and the proper closure of septic tanks, necessitating a modification to the original contract. This is an amendment to the agreement to increase the total cost and each city's cost share.

FUNDING AND FINANCIAL IMPACT:

This amendment increases the total cost of demolition services from \$110,109 to \$119,109. No additional costs shall be split without written agreement between the parties.

ALTERNATIVES:

This cost share was previously budgeted and acknowledged by both cities. If this agreement is not approved, the demolition may not be able to proceed.

PROCUREMENT SUMMARY (if applicable)


Purchasing method used: Other (See Comment Above)
Account Number: 300-6210-521200001
Requisition Total: \$59,554.50

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager –
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 24, 2025
Concurrent Review: Steven Krokoff, City Manager –

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ATTACHMENT(S):

First Amendment to Intergovernmental 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



**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF MILTON, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA
REGARDING A DEMOLITION PROJECT ON MAYFIELD ROAD**

This First Amendment (the “First Amendment”), is made and entered into this ____ day of _____, 2025 (the “Effective Date”), amending that certain Intergovernmental Agreement dated March 3, 2025 (the “Agreement”), by and between the Parties to said Agreement, to wit: 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 (herein referred to as “Milton”), and the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (herein referred to as “Alpharetta”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Alpharetta entered into a contract with Eagle Demolition & Environmental Inc., a Georgia corporation (herein referred to as “Eagle”) for demolition services on property co-owned by both Parties bearing the addresses 1470 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-030-6, being approximately 5.39 acres (“1470 Mayfield”); 1480 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-082-7, being approximately 2.03 acres (“1480 Mayfield”); and 1490 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-081-9, being approximately 5.38 acres (1470 Mayfield, 1480 Mayfield, and 1490 Mayfield are hereinafter collectively referred to as the “Subject Property”);

WHEREAS, on March 3, 2025, Milton and Alpharetta entered into the Agreement to equally split the cost of demolition services on the Subject Property;

WHEREAS, the Parties agreed that Alpharetta will pay Eagle directly for demolition services and invoice Milton for its half of said services;

WHEREAS, pursuant to the Agreement, the total cost of demolition services was to be One Hundred Ten Thousand One Hundred Nine Dollars and Zero Cents (\$110,109.00) (“Original Demolition Cost”);

WHEREAS, additional services are now required for demolition of the Subject Property, consisting of asbestos abatement as well as the pumping and closing of septic tanks (“Additional Services”);

WHEREAS, the total cost of these Additional Services is Nine Thousand Dollars and Zero Cents (\$9,000.00) pursuant to the attached invoices provided by Eagle, attached herein and incorporated as “Exhibit A”;

WHEREAS, the updated total cost for the demolition services is now One Hundred Nineteen Thousand, One Hundred Nine Dollars and Zero Cents (\$119,109.00), pursuant to that Eagle Change Order incorporated herein and attached as “Exhibit B”;

WHEREAS, the Parties desire to amend the Agreement in order to increase the total cost of demolition services from One Hundred Ten Thousand One Hundred Nine Dollars and Zero Cents (\$110,109.00) to One Hundred Nineteen Thousand One Hundred Nine Dollars and Zero Cents (\$119,109.00);

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to increase the total cost of demolition services by Nine Thousand Dollars and Zero Cents (\$9,000.00), for a total cost of One Hundred Nineteen Thousand One Hundred Nine Dollars and Zero Cents (\$119,109.00).
2. Except as modified herein, the original Agreement shall continue in full force and effect.
3. This Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
4. Each of the individuals executing this Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

WHEREFORE, the Parties have caused this First Amendment to be executed in their respective names and caused their respective seals to be affixed effective as of the date first stated above.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[CITY SEAL]

Attest:

By: _____
Lauren Shapiro, City Clerk

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

By: _____
City Attorney

(signatures to continue on following page)

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

[CITY SEAL]

Attest:

By: _____
Tammy Lowit, City Clerk

EXHIBIT A



Eagle Demolition & Environmental Inc
103 Folds Drive
Carrollton, GA 30117
7708360673
bids@eagledemoenviro.com
www.eagledemoenviro.com

Estimate

ADDRESS

City of Alpharetta
2 Park Plaza
2nd Floor
Alpharetta, GA 30009

ESTIMATE # 1118

DATE 04/30/2025

P.O. NUMBER

Change Order

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|--|-----|----------|----------|
| 04/30/2025 | SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES - 1470 Mayfield Rd. | 1 | 2,500.00 | 2,500.00 |
| 04/30/2025 | SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES- 1480 Mayfield Rd. | 1 | 2,500.00 | 2,500.00 |
| 04/30/2025 | SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES - 1490 Mayfield Rd. | 1 | 2,500.00 | 2,500.00 |

| | |
|--------------|-------------------|
| SUBTOTAL | 7,500.00 |
| TAX | 0.00 |
| TOTAL | \$7,500.00 |

Accepted By

Accepted Date



Eagle Demolition & Environmental Inc
103 Folds Drive
Carrollton, GA 30117
7708360673
bids@eagledemoenviro.com
www.eagledemoenviro.com

INVOICE

BILL TO

City of Alpharetta
2 Park Plaza
2nd Floor
Alpharetta, GA 30009

INVOICE # 1256

DATE 05/19/2025

DUE DATE 06/18/2025

TERMS Net 30

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|---|-----|----------|----------|
| 05/19/2025 | ASBESTOS ABATEMENT ASBESTOS ABATEMENT OF TRANSITE SIDING DISCOVERED BEHIND WOOD PANELED INTERIOR WALL (1480 MAYFIELD RD) | 1 | 1,500.00 | 1,500.00 |

| | |
|-------------|-------------------|
| SUBTOTAL | 1,500.00 |
| TAX | 0.00 |
| TOTAL | 1,500.00 |
| BALANCE DUE | \$1,500.00 |

Pay invoice

EXHIBIT B



Bill To

RECREATION ADMINISTRATION
2 PARK PLAZA
ALPHARETTA, GA 30009

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **25000704 - 02**

Unless otherwise specified herein, prices are F.O.B.
destination (inside delivery as applicable), with freight
prepaid and included.

Vendor

EAGLE DEMOLITION & ENVIRONMENTAL
103 FOLDS DR
CARROLLTON, GA 30117

Ship To

RECREATION EQUESTRIAN CENTER
11915 WILLS RD
ALPHARETTA, GA 30009
Email: RFLYNN@ALPHARETTA.GA.US

| VENDOR PHONE NUMBER | | VENDOR FAX NUMBER | | REQUISITION NUMBER | DELIVERY REFERENCE |
|---------------------|---------------|-------------------|----------------------|--------------------|---------------------------|
| | | | | 250792 | MAYFIELD ROAD PROPERTY... |
| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | | DEPARTMENT/LOCATION |
| 04/08/2025 | 4914 | 06/30/2025 | | | RECREATION AND PARKS |
| NOTES | | | | | |

DEMOLITION SERVICES

| ITEM # | DESCRIPTION / PART # | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
|--------|--|-----|-----|--------------|----------------|
| 1 | DEMOLITION OF THE MAYFIELD ROAD PROPERTY PER INVITATION TO BID 25-007 AND APPROVED BY CITY COUNCIL ON MARCH 3, 2025. | 1.0 | | \$110,109.00 | \$110,109.00 |
| 2 | CO # 1: PUMPING AND CLOSING SEPTIC TANKS AT (3) HOUSES AT \$2500 EACH ON THE MAYFIELD PARK PROPERTY | 1.0 | | \$7,500.00 | \$7,500.00 |
| 3 | ADDED: CO # 2: ADDITIONAL ASBESTOS ABATEMENT & DISPOSAL AT 1480 MAYFIELD RD | 1.0 | | \$1,500.00 | \$1,500.00 |

CHANGE ORDER

Choné J. Harris
Director of Finance

| | |
|------------------|--------------|
| Total Ext. Price | \$119,109.00 |
| Total Sales Tax | \$0.00 |
| Total Freight | \$0.00 |
| Total Discount | \$0.00 |
| Total Credit | \$0.00 |

Purchase Order Total \$119,109.00

CITY OF ALPHARETTA, GA

- IMPORTANT INFORMATION FOR VENDORS -

1. Purchase order # shall appear on all invoices, shipping notices, and packages.
2. Name and address of the ordering department shall appear on all invoices and shipping notices.
3. Include detailed packing list with each shipment.
4. Send separate invoice for each shipment.
5. No cash-on-delivery (C.O.D.) shipments accepted.

- TERMS AND CONDITIONS -

1. DEFINITIONS: The term "Purchaser" means City of Alpharetta and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. GENERAL INFORMATION: The Seller, without the written consent of the Procurement Officer (or his/her designee), shall not make any changes, alterations, or variations in the terms of the purchase order ("order"). No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent.
3. TIME IS OF THE ESSENCE: If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller.
4. ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction.
5. FREIGHT: Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.
6. INSPECTIONS: All merchandise is subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise fails to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.
7. DISCOUNT PERIOD: It shall be understood that the cash discount period to purchaser will date from receipt by Purchaser of acceptable goods and invoice and not from date of invoice.
8. SUBSTITUTIONS: No substitutions or changes in this order (includes unit prices) will be accepted unless approved in writing by the Procurement Officer (or his/her designee).
9. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 301-682441/ Federal Tax Identification 58-6011454).
10. WARRANTIES: Seller warrants that all materials, equipment and services provided under this order are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold.
11. PATENTS, TRADEMARKS AND COPYRIGHTS: The Seller warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold City of Alpharetta as Purchaser, harmless, in the event of any infringement or claim thereof.
12. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
13. COMPLIANCE WITH LAWS AND REGULATIONS: The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
14. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property -- including reasonable attorneys' fees -- or judgments against them which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this order.
15. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason.
16. COMPLIANCE: Purchaser may at any time insist upon strict compliance with these terms and conditions, not withstanding any previous custom, practice, or course of dealing to the contrary.
17. MSDS: Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
18. SECURITY AND IMMIGRATION COMPLIANCE: Seller shall comply with O.C.G.A. § 13-10-90 *et seq.* at all times.
19. If the above conditions are not acceptable, please advise the Purchaser on receipt of the order and prior to making delivery.
20. Sellers that have not received payment in accordance with the terms and conditions of this order should contact Purchaser in writing at City of Alpharetta Finance Department, 2 Park Plaza, Alpharetta GA, 30009. Notice shall include purchase order #, City department receiving delivery, and copy of the invoice.