



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Sara Leaders, PE, Public Works Director  
**DATE:** Submitted on February 25, 2025, for the March 3, 2025, Regular City Council Meeting

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**AGENDA ITEM:** Approval of an 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.

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

The demolition services under this agreement improve a jointly owned property and have no future impact. 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:** \$55,054.50

### **REVIEW & APPROVALS:**

**Financial Review:** Karen Ellis, Finance Director –  
**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – February 25, 2025  
**Concurrent Review:** Steven Krokoff, City Manager –

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### **ATTACHMENT(S):**

Intergovernmental Agreement

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**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF MILTON,  
GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 (hereinafter 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 (hereinafter referred to as “Alpharetta”), sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both Milton and Alpharetta; and

**WHEREAS**, the Parties co-own properties 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 referred to as the “Subject Property”); and

**WHEREAS**, the Parties desire to demolish the structures on the Subject Property in order to address safety concerns with the deterioration of structures (the “Demolition”); and

**WHEREAS**, the Demolition shall consist of the demolition and removal of the existing houses and associated structures (standing or torn down), pasture fencing, abatement services, erosion control

measures, including backfilling, placement of topsoil, and permanent seeding, site clean-up, and stabilization for three contiguous properties (the “Demolition Services”); and

**WHEREAS**, Alpharetta seeks to enter into a contract agreement with Eagle Demolition & Environmental, Inc. for the Demolition Services (the “Demolition Contract”); and

**WHEREAS**, Alpharetta shall handle all permitting, inspections, and contract management for the Demolition Services;

**WHEREAS**, the total cost of the Demolition Services is One Hundred Ten Thousand, One Hundred Nine Dollars and Zero Cents (\$110,109.00); and

**WHEREAS**, the Parties have agreed to equally split the cost of the Demolition Contract; and

**WHEREAS**, Alpharetta shall pay Eagle Demolition & Environmental, Inc. directly for Demolition Services; and

**WHEREAS**, Alpharetta shall invoice Milton for its half of the Demolition Services cost;

**WHEREAS**, Milton shall reimburse Alpharetta for its half of the Demolition Services cost within thirty (30) days of Alpharetta’s receipt of the Demolition Contract invoice; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto hereby agree as follows.

1. The Parties desire to equally split the Demolition Services cost of \$110,109.00 in accordance with the underlying Demolition Contract with Eagle Demolition & Environmental, Inc. No additional costs shall be split without written agreement between the Parties.
2. Each Party warrants and represents that:
  - a) It has the right, power and authority to enter into this Intergovernmental Agreement and to proceed with the Demolition of the Subject Property in accordance with the terms and conditions hereof.

- b) It has good, marketable and insurable fee simple record title to the Subject Property.
3. This agreement shall be enforceable against and inure to the benefit of the successors and assigns of the parties.

**IN WITNESS WHEREOF**, Alpharetta and Milton have executed this Agreement the day and year first above written.

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

Approved as to substance:

By: \_\_\_\_\_  
Chris Lagerbloom, City Administrator

**CITY OF MILTON, GEORGIA**

**RATIFIED BY COUNCIL**

\_\_\_\_\_  
By: Steven Krokoff, City Manager

\_\_\_\_\_  
By: Peyton Jamison, Mayor

[CITY SEAL]

**Attest:**

Signature: \_\_\_\_\_  
Tammy Lowit, City Clerk

## **EXHIBIT A**