



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** July 10, 2014

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Lighting Agreement for CDBG Sidewalks, Phase 2, Project CIP T-0033-2, Roswell Road – Northridge to Roberts

MEETING DATE: For Submission onto the July 15, 2014, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Lighting Agreement
Resolution

APPROVAL BY CITY MANAGER: JM APPROVED

PLACED ON AGENDA FOR: 7/15/2014

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: July 10, 2014 for Submission onto the Agenda of the July 15, 2014 City Council Consent Agenda

ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Lighting Agreement for CDBG Sidewalks, Phase 2, Project CIP T-0033-2, Roswell Road – Northridge to Roberts

Recommendation:

Staff recommends that the Mayor and City Council approve the Lighting Agreement between the City of Sandy Springs (City) and the Georgia Department of Transportation (GDOT) and that the City Council authorize the Mayor to execute the agreement subject to Legal and Finance Department approval.

Background:

With Project T-0033, Phase 2, the City is installing pedestrian scale lighting funded as a part of the Community Development Block Grant Program. This Memorandum of Agreement with GDOT recognizes that the City is installing pedestrian lighting in the GDOT-controlled right of way on Roswell Road (State Route 9) and that the City accepts all responsibility for the maintenance and operation of the City-installed lighting. This agreement addresses the 86 decorative pedestrian lights to be installed as a part of this project.

Discussion:

The City is asked to sign a Memorandum of Agreement with GDOT to serve as the framework for ongoing maintenance and operation of the lighting installed by the sidewalk project.

Alternatives:

Should the Mayor and City Council not approve the agreement, GDOT will not permit installation of the lights as described above.

Financial Impact:

The City will be responsible for maintenance and repair. Maintenance and repair cost of the 86 fixtures and painting the poles is estimated at approximately \$103,200 every 10 years (\$10/light/month).

Attachments:

- I. GDOT Lighting Agreement for Roswell Road Streetscape – Cliftwood Drive to Hammond Drive
- II. Resolution

PUBLIC WORKS

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE AUTHORIZATION OF THE MAYOR TO
EXECUTE A ROADWAY LIGHTING MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF
TRANSPORTATION (GDOT) FOR ROADWAY LIGHTING ON STATE ROUTE 9**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal and Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the City of Sandy Springs (City) has represented to the Georgia Department of Transportation (GDOT), a desire to install Pedestrian Lighting along Roswell Road (SR9) from Northridge Road to Roberts Drive in the City of Sandy Springs. Said Pedestrian Lighting to be installed under City of Sandy Springs Project T-0033-2, CDBG Sidewalks, Phase 2; and

WHEREAS, by Resolution adopted, the City of Sandy Springs (City) has entered into a Memorandum of Agreement with the Department of Transportation (GDOT); and

WHEREAS, the City has represented to GDOT a desire to participate in: 1) providing the Energy and 2) the Operation and Maintenance of said lighting systems at the aforesaid location, and GDOT has relied upon such representation; and

WHEREAS, the City desires to enter into a Memorandum of Agreement (MOA) with GDOT; and

WHEREAS, upon adoption of this Resolution, the City will manage the installation, operations and maintenance of these street lights.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they receive, accept, and affirm the authorization for the Mayor to execute the Agreement with GDOT for the implementation of Memorandum of Agreement for Roadway Lighting on State Route 9.

APPROVED AND ADOPTED on this the 15th day of July, 2014.

Approved:

Russell K. Paul, Mayor

Attest:

Michael Casey, City Clerk

(Seal)

MEMORANDUM OF AGREEMENT

FOR

ROADWAY LIGHTING ON STATE ROUTE 9 / Roswell Road

CONSISTING OF

86 New Pedestrian Lighting Structures by Permit No. 1110395 along State Route 9/Roswell Road from Northridge Road to Roberts Drive, Sandy Springs, Georgia in Fulton County.

BETWEEN

The City of Sandy Springs, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **City** is requesting to install 86 new pedestrian lighting structures on Permit No. 1110395 on and along State Route 9/Roswell Road from Northridge Road to Roberts Drive, Sandy Springs, Georgia in Fulton County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, along the existing roadway of State Route 9/Roswell Road from Northridge Road to Roberts Drive, Sandy Springs, Georgia in Fulton County.

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the

undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
201_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: CITY OF SANDY SPRINGS, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-CITY OF SANDY SPRINGS)

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
201_.

Attest:

This Agreement approved by the
City Counsel at a meeting held
at _____ on
the ___ day of _____, 201_.

BY: _____
City Clerk

T-0033-02, CDBG Sidewalk Lighting

Location Map: SR09 / Roswell Rd. (Northridge Rd. – Roberts Drive)

