



TO: John McDonough, City Manager

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

DATE: May 2, 2013 for Submission onto the Agenda of the May 7, 2013 City Council Consent Agenda

ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Lighting Agreement for SR9 from Johnson Ferry Road to Abernathy Streetscape Project (CIP T-0012)

Public Works Department's 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-0012, the City is preparing a lighting design so that the lighting may be competitively bid and installed as a part of the 80/20 federal matching fund construction project. A sole source justification for the City Overlay District Pedestrian Lights is in staffing with GDOT and the Federal Highway Administration. This agreement addresses the 48 decorative street lights to be installed as a part of this project. All lighting fixtures will be light emitting diode (LED) and will be metered for billing to the City.

Discussion:

The City is being asked to sign a standard Lighting Agreement with GDOT to serve as the framework for the inclusion of the lighting in the project. This capital transportation project will provide Overlay District streetscape elements to include pedestrian lighting along Roswell Road from Sandy Springs Circle to Abernathy. The project is scheduled for construction advertising this summer.

Alternatives:

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

Financial Impact:

The City will be responsible for paying the power and maintenance of the lighting. The operating cost for power should be approximately \$5,150 per year. Maintenance and Repair cost of the 48 fixtures and painting the poles is approximately \$57,600 every 10 years (\$10/light/month).

Attachments:

- I. GDOT Lighting Agreement for Northridge Interchange Bridge
- II. Resolution

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF SANDY SPRINGS

This Agreement is made and entered into this _____ day of _____, 2013, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and CITY OF SANDY SPRINGS acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain pedestrian Lighting along SR 9 from Johnson Ferry Road to Abernathy Road, said Lighting to be installed under GDOT Project CSSTP-0006-00(728) P.I. No. 0006728; and

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

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting systems at the aforesaid locations, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for the pedestrian Lighting system along SR 9 from Johnson Ferry Road to Abernathy Road, GDOT Project CSSTP-0006-00(728) Fulton County P.I. No. 0006728, as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, 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.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

CITY OF SANDY SPRINGS, GEORGIA

BY: _____
Mayor

(SEAL)

DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the
City Council at a meeting held at

this _____ day of _____,
2013.

ATTEST:

Treasurer

City Clerk



Abernathy Rd

ATTACHMENT "A"
Location Map showing
SR 9 from Johnson Ferry
Rd to Abernathy Rd

CSSTP-0006-00(728)
P.I. No. 0006728
Fulton County

SR 9/Roswell Rd

Johnson Ferry Rd

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE THE AUTHORIZATION OF THE MAYOR TO EXECUTE A LIGHTING AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR LIGHTING ALONG SR9 FROM JOHNSON FERRY ROAD TO ABERNATHY ROAD PROJECT (T0012), GDOT PROJECT CSSTP-0006-00(728), P.I. NUMBER 0006728

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 obtain Pedestrian Lighting along Roswell Road (SR9) from Johnson Ferry Road to Abernathy Road in the City of Sandy Springs. Said Pedestrian Lighting to be installed under GDOT Project CSSTP-0006-00(728) Fulton County P.I. No. 0006728; and

WHEREAS, by Resolution adopted, the City of Sandy Springs (City) has entered into a Lighting 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, GDOT has indicated a willingness to fund the materials and installation for the said street lighting systems along Roswell Road (SR9) from the intersections of Johnson Ferry to Abernathy Road, with GDOT funds, Federal Highway Administration funds, local funds or a combination from any of the above sources; and

WHEREAS, the City desires to enter into a Lighting Agreement (LA) 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 Lighting Agreement.

APPROVED AND ADOPTED on this the 7th day of May, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(Seal)