



TO: John McDonough, City Manager

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

DATE: February 14, 2013 for Submission onto the Agenda of the February 19, 2013 City Council Meeting

ITEM: Consideration of Approval of the Georgia Department of Transportation Maintenance Reimbursement Contract

Public Works Department's Recommendation:

Staff recommends that the Mayor and City Council approve the revised state right-of-way maintenance agreement between the City and the Georgia Department of Transportation (GDOT). This revised agreement amends the mileage to straight center line miles and the amount per mile paid to the City by GDOT.

Background:

In July 2012, Council voted to enter into an agreement with GDOT whereby the City agreed to perform certain maintenance activities on State Route 9 (Roswell Road), SR 400 and SR 407 (Interstate 285). In return for these activities, GDOT agreed to reimburse the City \$3,500 per mile per year.

Discussion:

In the original agreement the City agreed to maintain a total of 40.32 miles of shoulder miles for \$3,500 per mile for a total of \$141,120 per year in reimbursements. GDOT has requested that the mileage be amended to reflect only centerline miles which will be consistent with the other municipalities throughout the district.

As a result of this request, GDOT is submitting a revised agreement that reflects the requested change in mileage but also increases the amount per mile reimbursed in order to remain consistent with the current agreement. The new figures are 24.67 centerline miles to be maintained at a rate of \$5,720 per mile per year for a total of \$141,112.40 per year.

Alternatives:

The Mayor and Council may elect not to amend the agreement. GDOT will likely void the existing agreement likely halting further reimbursements.

Financial Impact:

The City will be responsible for all work associated with the activities listed under the scope of the maintenance contract. For that work, the City will receive an annual total payment of \$141,112.40

Attachments:

1. Agreement
2. Resolution

*Public
Works*

CONTRACT FOR MAINTENANCE
OF HIGHWAYS

THIS AGREEMENT made and entered into this the ____ day of _____, 20____,
by and between the Department of Transportation, State of Georgia, (hereinafter called the Department)
and the City of Sandy Springs, (hereinafter called the City), to be effective the _____ day of
_____20_____.

WITNESSETH:

WHEREAS, the Department and the City have agreed that it will be advantageous to both parties
hereto, as well as to the traveling public, for the City to maintain State highways and Interstate highways
together with bridges and approaches thereto within the City limits of said City as herein provided; and

WHEREAS, the parties hereto are acting under the authority of the Constitution of the State of
Georgia, Section 2-5901.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each of the parties to
the other in hand paid, the receipt whereof is hereby acknowledged, and the mutual covenants herein
contained, the parties hereto agree as follows:

1. The City will initially maintain 24.67 miles of State Highway (including 5.9 miles of
Interstate Highway) together with all bridges and approaches within the City limits of said
City as more particularly described according to the sketch or plat hereto attached and
marked "Exhibit A" which exhibit by reference is incorporated herein and made a part of this
instrument for the purpose of describing the highways to be maintained under this agreement.
2. The number of miles of State Highways within the City will be adjusted every 12 months
from the date of this contract based on the latest available
3. Figures on file in the Department of Transportation and "Exhibit A" will likewise be adjusted
every 12 months from the date of this contract.

4. The number of miles of State Highways within the City shall be as published by the Planning Division of the Department of Transportation.
5. The City will furnish all labor, materials and equipment for the proper maintenance of these highways, bridges and approaches thereto which shall consist of but not be limited to the following:

(1) State Route 9/Roswell Road:

1. Litter pickup and disposal
2. Mowing
3. Traffic signal monitoring and maintenance
4. Street sweeping
5. Dead animal removal
6. Sidewalk repair
7. Illegal sign removal
8. Emergency minor road repair/pot hole repair
9. Tree removal
10. Emergency storm drain cleaning
11. Street sign maintenance
12. Snow and ice removal

(2) State Route 400:

1. Mowing of grassed shoulders along SR 400 as well as interchanges at Glennridge Drive, Interstate 285, Hammond Drive, Abernathy Road and Northridge Road.

2. Litter removal from grassed and paved shoulders along SR 400 as well as interchanges at Glennridge Drive, Interstate 285, Hammond Drive, Abernathy Road and Northridge Road.
3. Traffic signal monitoring and maintenance at the ramps and interchanges at Glennridge Drive, Hammond Drive, Abernathy Road and Northridge Road.

(3) State Route 407/Interstate 285

1. Mowing of grassed shoulders along I-285 as well as interchanges at New Northside Drive, Riverside Drive, Roswell Road, SR 400 and Peachtree Dunwoody Road.
 2. Litter removal from grassed and paved shoulders along I-285 as well as interchanges at New Northside Drive, Riverside Drive, Roswell Road, SR 400 and Peachtree Dunwoody Road.
 3. Traffic signal monitoring and maintenance at the ramps and interchanges at New Northside Drive, Riverside Drive, Roswell Road, and Peachtree Dunwoody Road.
6. The Department will pay \$5720 per mile per year for maintenance of said highways, bridges and approaches thereto, payment to be made on a prorated monthly basis. The City will invoice the Department monthly.
 7. The Department will continue to perform the following services:
 - (1) Maintain all highway signs and markers but the Department will not delineate any “parking or pedestrian” areas
 - (2) Place all center stripes and edge striping
 - (3) Sweeping of inside and outside shoulders of SR409/I-285 and SR 400

(4) Perform or have performed under contract any necessary reconstruction of bridges and other heavy or substantial maintenance activities

(5) Furnish all guardrail material.

8. The Department expressly reserves the right to make periodic inspections of the aforementioned highways and to make whatever recommendations necessary to insure proper maintenance of said highways.
9. The City agrees to indemnify and hold harmless the Department from all suits, claims for damages, or causes of action brought on account of City's failure to perform any maintenance activities set out in Paragraph 4 of this agreement.
10. This agreement will be automatically renewed every twelve (12) months beginning with the effective date of this agreement. The Department or City reserves the right to terminate this agreement by giving notice in writing to the other party at least 30 days prior to the end of the twelve (12) month agreement period.
11. In the event it is determined by the Department that the City is not properly performing any maintenance function under this agreement, the Department will notify the City in writing of such deficiency. If such deficiency is not corrected within 30 days from the date of such notice, the Department may proceed to correct such deficiency and deduct the cost of such correction from amounts otherwise due the City under this agreement.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the Department of Transportation by the Director of the Department of Transportation, and on behalf of the City of _____, By _____, he being duly authorized to do so by _____ of said City.

This on the day and year below written.

**GEORGIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SANDY SPRINGS

Commissioner (SEAL)

By _____ (SEAL)

(Title)

ATTEST:

IN THE PRESENCE OF:

Treasurer

Witness

Sworn and subscribed before me this _____ day of _____, 20 ____, in the presence of:

Notary Public
(SEAL)

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

STATE OF GEORGIA

COUNTY OF _____

Be it resolved by the City Council of the City of _____, and it is hereby resolved, that the foregoing attached Contract for Maintenance of Highways be entered into by the City of _____ and that _____, as Mayor (Chairman), and _____, as Clerk, be, and they are, thereby authorized and directed to execute the same for and in behalf of said City Council of the City of _____.

Passed and adopted this _____ day of _____, 20_____.

ATTEST:

(Clerk)

By: _____
MAYOR (CHAIRMAN)

I hereby certify that I am Clerk of the city, town or municipality (as the case may be) of the official acts of the authorities charged with the management of the business of said municipality; and the written and foregoing constitutes a true and correct copy of a resolution passed on the _____ day of _____, 20_____, and entered on the minutes of said officers.

This the _____ day of _____, 20_____.

CLERK

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO ADOPT AND APPROVE THE CONTRACT BETWEEN THE GEORGIA
DEPARTMENT OF TRANSPORTATION AND THE CITY OF SANDY SPRINGS FOR
MAINTENANCE OF STATE RIGHT-WAYS FOR THE CITY OF SANDY SPRINGS, FULTON
COUNTY, GEORGIA**

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, Georgia's State Constitution, and the Charter for the City of Sandy Springs and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has negotiated a contract with the Georgia Department of Transportation ; and

WHEREAS, upon adoption of this Resolution, staff will incorporate the maintenance of State Route 9, State Route 400 and State Route 407 into the City's Right-of-Way Maintenance Program to effectuate the management of Department of Public Works policy; and

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

Have reviewed the contract between the Georgia Department of Transportation and the City and agree to include the maintenance of the state rights-of-way as described therein. In return the Georgia Department of Transportation will pay an annual amount to the City of \$141,112.00.

RESOLVED this the 19th day of February 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)