



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** October 10, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Lighting Agreement for Interchange Reconstruction – SR 400/US 19 @ CR145/Northridge Road (CIP T0037)

MEETING DATE: For Submission onto the October 16, 2012, City Council Work Session Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Exhibits

APPROVAL BY CITY MANAGER: JAM APPROVED

PLACED ON AGENDA FOR: 10/16/2012

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: John McDonough, City Manager

FROM: Kevin J. Walter, Public Works Director

DATE: October 11, 2012 for Submission onto the Work Session Agenda of the October 16, 2012 City Council Meeting

ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Lighting Agreement for Interchange Reconstruction – SR 400/US 19 @ CR145/Northridge Road (CIP T0037)

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:

During the negotiations, the Mayor was successful in getting GDOT to agree to fund the installation of 19 decorative street lights (13 along the proposed bridge and 6 at the proposed roundabout at Somerset Court). 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 improvement project was identified by the City and is a short-term improvement project similar in scope to the current bridge widening project at Roswell Road/SR 9 and I-285.

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 annual operating cost for the power should be approximately \$2,040 per year. The replacement cost of the 19 fixtures and painting the poles should be approximately \$22,800 every 10 years (\$10/light/month).

Attachments:

- I. Exhibits
 - A. GDOT Lighting Agreement for Northridge Interchange Bridge
 - B. Northridge at SR 400 Interchange Lighting Graphic

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

This Agreement is made and entered into this _____ day of _____, 2012, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF SANDY SPRINGS, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain Roadway Lighting along Northridge Road at the SR 400 interchange in the City of Sandy Springs, said Roadway Lighting to be installed under GDOT Project NH000-0056-01(061) Fulton County P.I. No. 751580-; 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 State Road and Tollway Authority, 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 approximately 1850 linear feet of Roadway Lighting along Northridge Road @ the SR 400 interchange in Sandy Springs, Georgia, said Roadway Lighting to be installed under GDOT Project NH000-0056-01(061) Fulton County P.I. No. 751580-, 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 _____,

ATTEST:

2012.

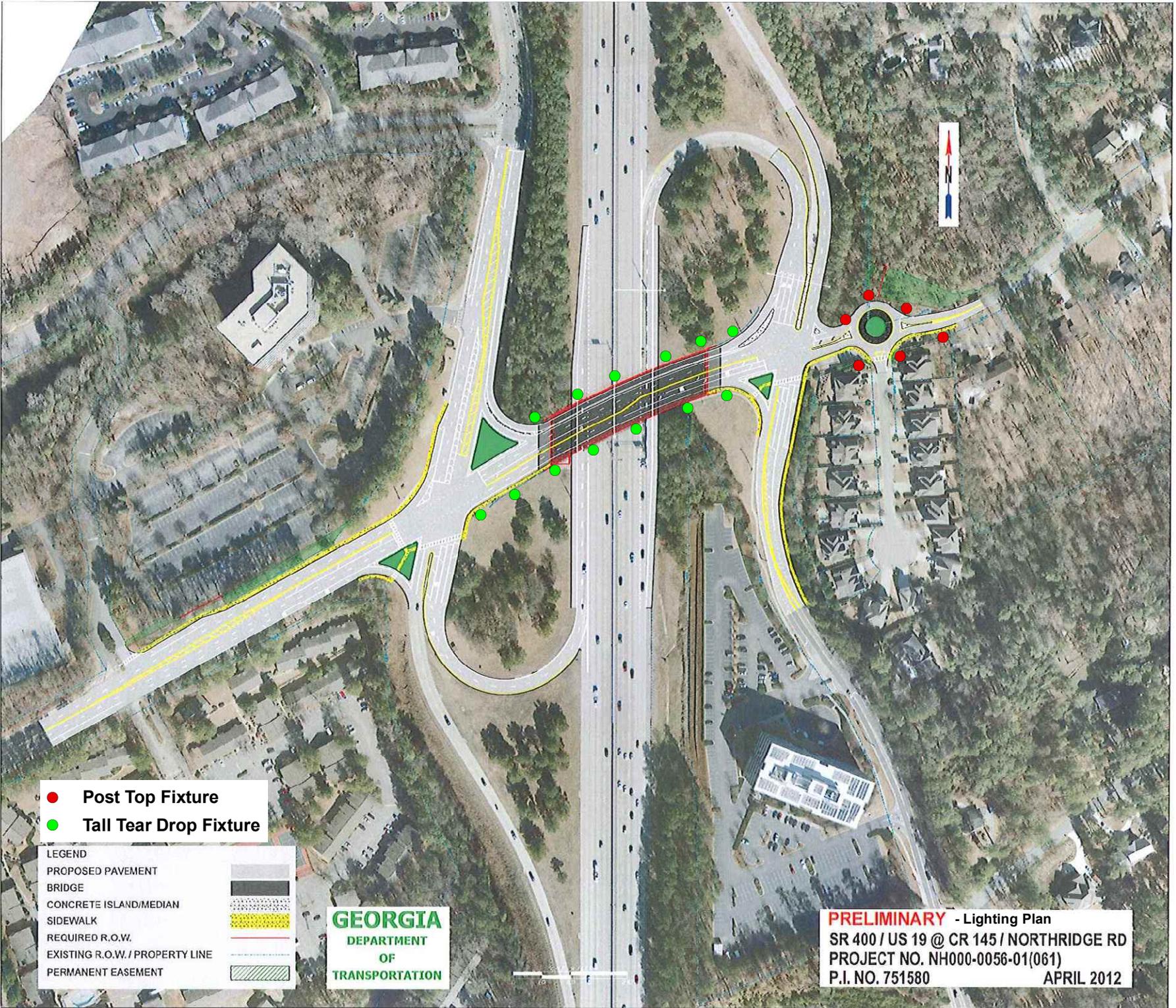
Treasurer

City Clerk

Attachment "A"



Project Location Map
GDOT Project: NH000-0056-01(061)
P.I. No. 751580
Fulton County
Northridge Road over SR 400



- Post Top Fixture
- Tall Tear Drop Fixture

LEGEND

PROPOSED PAVEMENT	
BRIDGE	
CONCRETE ISLAND/MEDIAN	
SIDEWALK	
REQUIRED R.O.W.	
EXISTING R.O.W. / PROPERTY LINE	
PERMANENT EASEMENT	

GEORGIA
DEPARTMENT
OF
TRANSPORTATION

PRELIMINARY - Lighting Plan
SR 400 / US 19 @ CR 145 / NORTHRIDGE RD
PROJECT NO. NH000-0056-01(061)
P.I. NO. 751580 APRIL 2012