



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: July 10, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of Approval of the GDOT Maintenance Reimbursement Contract

MEETING DATE: For Submission onto the July 17, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

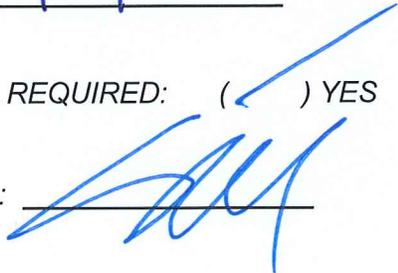
Memorandum
Agreement
Resolution

APPROVAL BY CITY MANAGER:  APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 7/17/2012

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: 

REMARKS:



TO: John McDonough, City Manager

FROM: Kevin J. Walter, Public Works Director

DATE: July 12, 2012 for Submission onto the Agenda of the July 17, 2012 City Council Meeting

ITEM: Consideration of Approval of the GDOT Maintenance Reimbursement Contract

Public Works Department's Recommendation:

Staff recommends that the Mayor and City Council approve the state right-of-way maintenance agreement between the City of Sandy Springs and the Georgia Department of Transportation.

Background:

In April 2012, the Georgia Department of Transportation (GDOT) elected to make their maintenance agreement program available to all municipalities in the state. The program allows the Department to pay municipalities up to \$3500 per centerline mile every year for the general maintenance of the state rights-of-way that the municipality agrees to perform. Sandy Springs already performs the work that the program covers.

Discussion:

The City of Sandy Springs currently performs general maintenance of the state's right-of-way (ROW) and infrastructure that equates to 40.32 centerline miles of state ROW on SR 9/Roswell Road, Ga. 400 and I-285. The general maintenance services that the City currently performs are mowing, litter removal, minor pavement repairs, storm drain maintenance, tree removal, dead animal removal, sidewalk maintenance, snow and ice removal, street sweeping, signal and sign maintenance and landscape maintenance.

Staff proposes using the annual funds received from the GDOT maintenance agreement program of \$141,120.00 to increase general maintenance services on the state rights of way to enhance our commitment to community appearance of the City.

Alternatives:

Should the Mayor and City Council not approve the contract, the City will not be reimbursed by the Georgia Department of Transportation for the work being performed as described herein.

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 payment of \$141,120.00. This money will be used to complement our existing right-of-way maintenance services that the City performs annually.

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 40.32 miles of State Highway (including 11.77 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 \$3,500.00 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 \$141,120.00.

RESOLVED this the 17th day of July 2012.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)