

DATE: *May 28, 2020*  
TO: Mayor and City Council  
FROM: *[Signature]* Assistant City Manager  
SUBJECT: GDOT Pedestrian Lighting Agreement – Highway 20



---

#### RECOMMENDED ACTION

**Approve the agreement with the Georgia Department of Transportation (GDOT) for the operation, maintenance, and costs associated with decorative pedestrian-scale streetlights along Highway 20 serving new developments on the north and south sides of the road.**

The attached agreement details the requirements for placing pedestrian lighting in the state right-of-way of Highway 20. The City would be responsible for paying for the service (operating) and maintenance, both with a separate agreement with Georgia Power. There are 15 total post-top style lights proposed with 11 on the north side of the road and four (4) on the south.

All will be of a style, type (LED) and light color (3000K) to match the existing installations and those approved by GDOT for use along their state routes. The photometric plans have demonstrated appropriate minimum light levels for the new sidewalks proposed along the frontages of the new Bower project and the new assisted living project.

The cost to install will be borne by the developers of each development and like other residential developments, transferred to the city when complete. At that later date, the city will assume operational control of the lights and energy bills from Georgia Power associated with them, with an expected energy cost of approximately \$165 per month. Maintenance will be part of the structure of the agreement.

#### *Attachments*

*Memorandum of Agreement – GDOT State Route 20/Buford Drive Near Hillcrest*  
*Photometric Plan – Dogwood Forest*  
*Photometric Plan – Bower Multi-Family*

**MEMORANDUM OF AGREEMENT**

**FOR**

**PEDESTRIAN LIGHTING ON STATE ROUTE 20/BUFORD DRIVE NEAR  
HILLCREST DRIVE,CITY OF SUGAR HILL, GWINNETT CO.**

**CONSISTING OF**

Fifteen (15) new Pedestrian Lighting Structures by Permits No. 1198736 and 1201521 along State Route 20/Buford Drive near Hillcrest Drive, City of Sugar Hill, Georgia, Gwinnett County.

**BETWEEN**

The City of Sugar Hill, 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 fifteen (15) new pedestrian lighting structures by Permits No. 1198736 and 1201521 along State Route 20/Buford Drive near Hillcrest Drive, City of Sugar Hill, Georgia, Gwinnett County

**I. IT IS THE INTENTION OF THE PARTIES:**

A. That the **CITY**, only to the extent that it may be bound by contracts that 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, by permits 1198736 and 1201521 along State Route 20/Buford Drive near Hillcrest Drive, City of Sugar Hill, Georgia, Gwinnett 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 that 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 \_\_\_\_\_,  
202\_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION  
\_\_\_\_\_  
STATE UTILITIES ENGINEER

\_\_\_\_\_  
WITNESS

-----  
REQUESTED BY: CITY OF SUGAR HILL, GEORGIA

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (OFFICIAL SEAL-CITY OF SUGAR HILL, GA.)  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

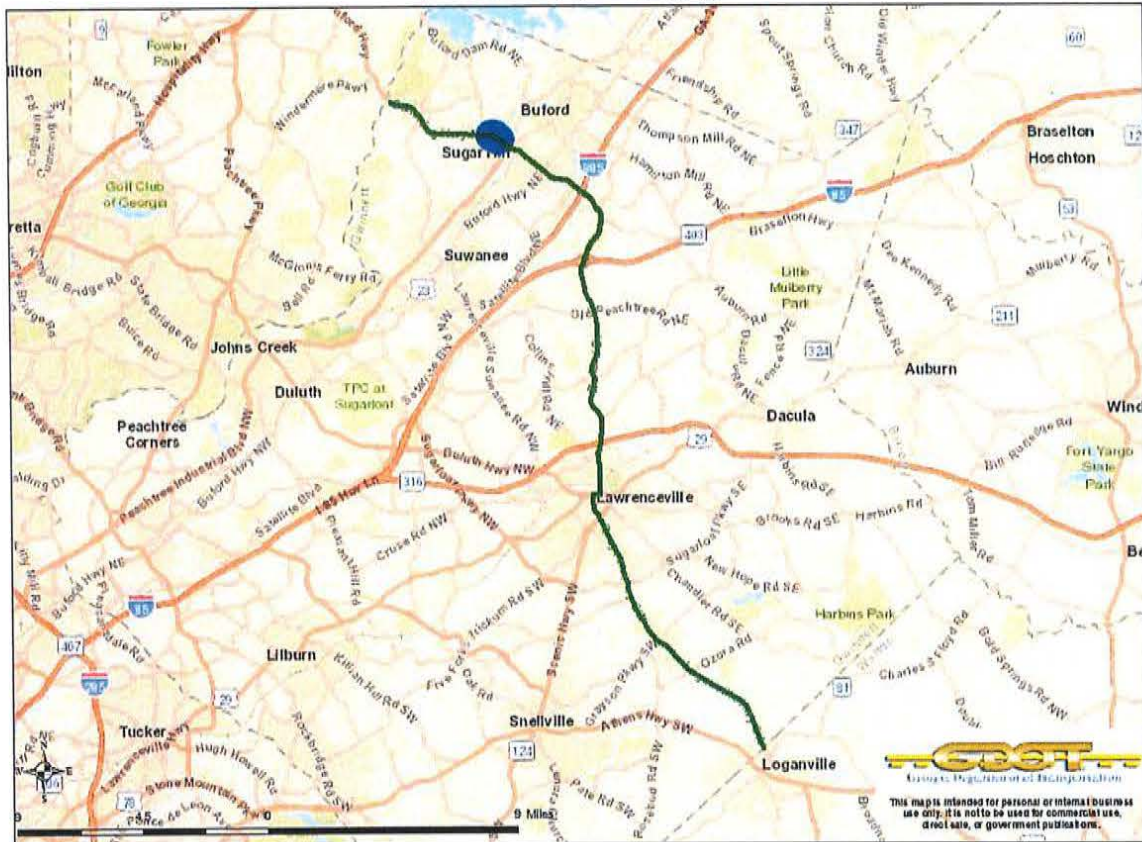
SWORN TO AND SUBSCRIBED BEFORE  
ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
202\_.

This Agreement approved by the  
City Council at a meeting held  
at \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 202\_.

Attest:  
BY: \_\_\_\_\_  
City Clerk

4-23-2020-cnw

1198736\_Map.jpg





1201521\_Map.jpg

