

DATE: *February 17, 2022*
TO: Mayor and City Council
FROM: *[Signature]* Assistant City Manager
SUBJECT: GDOT Pedestrian Lighting Agreement – Highway 20



RECOMMENDED ACTION

Approve the general 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 along the state route.

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. These are for the post-top style lights proposed associated with new developments, but the agreement is meant to establish a format and framework for how we handle all future requests.

We require (separately during design review) that the cost to install will be borne by the developers of each development and like other residential developments, transferred to the city when complete. Upon completion of each development, 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 several hundred dollars per month. Maintenance will be part of the structure of the agreement and is typically handled by Georgia Power or their contractor as a part of the monthly service.

Attachments

Memorandum of Agreement – GDOT State Route 20

**MEMORANDUM OF AGREEMENT
MASTER
FOR**

**PEDESTRIAN/ROADWAY LIGHTING ON STATE ROUTE 20/NELSON BROGDON
BLVD./CUMMING HIGHWAY, CITY OF SUGAR HILL, GEORGIA, GWINNETT CO.**

CONSISTING OF

Install lighting structures along State Route 20, 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 new Pedestrian/Roadway Lighting Structures by Permit along State Route 20 throughout the 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 permit along State Route 20, Nelson Brogdon Blvd./Cumming Highway, 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: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-CITY OF SUGAR HILL, GA.)

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

2/14/2022-cnw

Sugar Hill, SR 20

Write a description for your map.

Legend

- Feature 1
- Sugar Hill

Master Lighting Agreement for City of Sugar Hill for entire State Route 20 from the Chattahoochee River to SR 13, Gwinnett Co.

