

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

August 25, 2016



Mr. Kenny Smith, City Manager
City of Griffin
P.O. Box T
Griffin, GA 30224

RE: Streetscape/enhancement lighting assistance for SR 155 @ CS 1020/North Hill Street – P.I. No. 0013295; City of Griffin

Dear Mr. Smith,

The Department will require a signed agreement for streetscape/enhancement lighting installed as part of the above referenced project. The lighting shall be administered in the form of a *Local Government Lighting Project Agreement* (LGLPA). It will be the responsibility of the City to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are five (5) original copies of the proposed LGLPA between the Georgia Department of Transportation and the City of Griffin, for City and State participation. It is requested that a Resolution be secured from the City Council before entering into the Agreement. By virtue of the Resolution, the City can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the City Council on all 5 copies of the Agreement and return all 5 copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement as this will be completed upon execution by the Department.* We will return one copy of the executed Agreement for your files.

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

For: Brent A. Story, P.E.
State Design Policy Engineer

BAS: BQ: rg

cc: Sam Wellborn, State Transportation Board, Congressional District 3
Meg Pirkle, Chief Engineer
Michael Presley, District 3 Engineer
Hiral Patel, Director of Engineering

Robert L. Graham, Jr.

Office of Design Policy & Support

If you have any questions, please contact me anytime.

Thanks,

A handwritten signature in blue ink, appearing to read "Robert L. Graham, Jr.", with a long horizontal flourish extending to the right.

*Senior Design Engineer – Roadway Lighting
Georgia Department of Transportation
Office of Design Policy & Support, 26th Floor
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308
(404) 631-1684 - office
e-mail: rgraham@got.ga.gov*

Have you remembered to:

- 1) Return all five (5) affidavits to the above address?*
- 2) Enclose a Resolution?*
- 3) Leave the date on p.1 of the agreements blank?*
- 4) Sign/seal only on the right ½ of p.4 ? (see attached SAMPLE)*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

STATE
DOT

CITY

CITY OF GRIFFIN

BY:

Mayor

(SEAL)

DEPARTMENT OF TRANSPORTATION

WITNESS

BY PLEASE DO NOT SIGN
Commissioner

Notary Public

(SEAL)

This Agreement approved by the City Council at a meeting held at

this day of ,
2016.

ATTEST:

PLEASE DO NOT SIGN
Treasurer

City Clerk

To complete this, please use a physical address such as 100 South Hill Street, Griffin, GA 30223.

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF GRIFFIN

This Agreement is made and entered into this _____ day of _____, 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF GRIFFIN, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain streetscape/enhancement lighting as part of the SR 155 @ CS 1020/North Hill Street project, said lighting to be installed under P.I. No. 0013295, Spalding County;

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 system 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 system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, 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 streetscape/enhancement lighting as part of the SR 155 @ CS 1020/North Hill Street project, said lighting to be installed under P.I. No. 0013295, Spalding County 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.

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RECOMMENDED:

CITY OF GRIFFIN

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 _____,

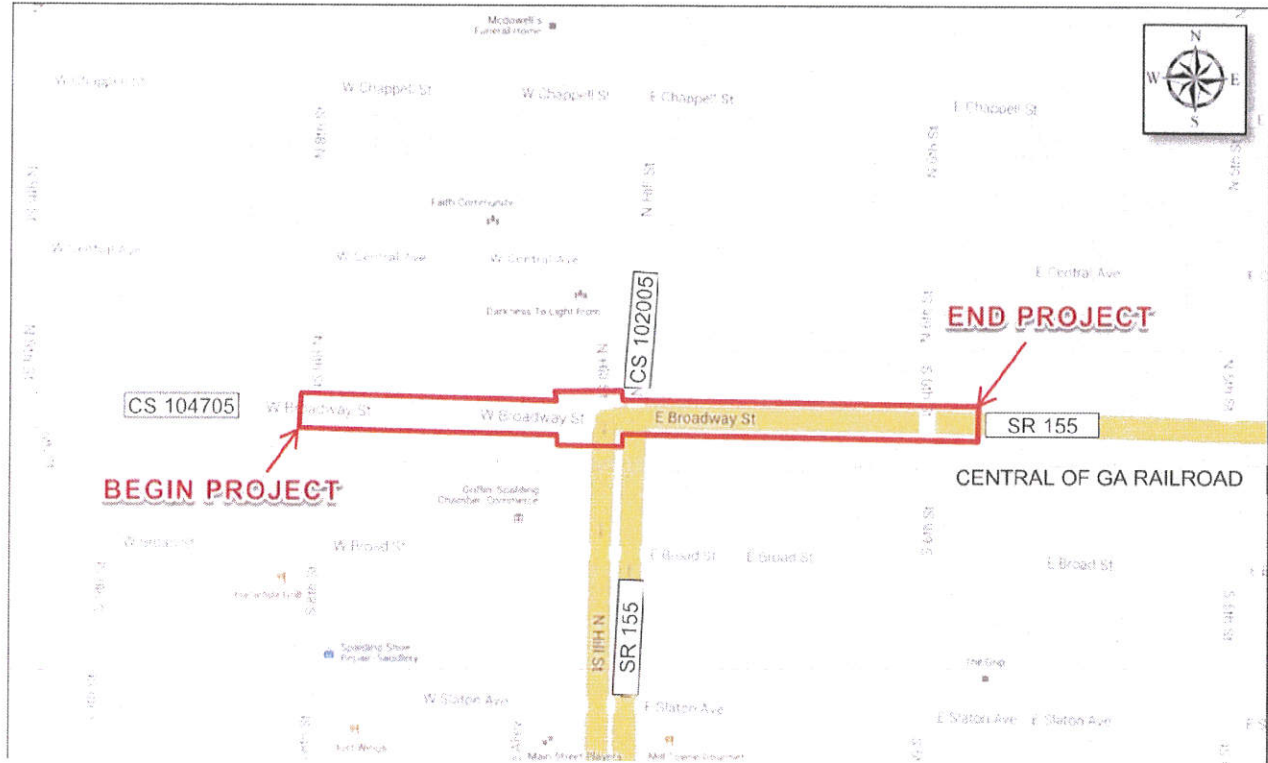
2016.

ATTEST:

Treasurer

City Clerk

Attachment "A"



Project Location Map

**SR 155 @ CS 1020/North Hill Street
City of Griffin (Spalding County)
P.I. No. 0013295**

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WITNESS

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Commissioner

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(SEAL)

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Treasurer

City Clerk

Attachment "A"



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