



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Community Development **Presenter(s) & Title:** Bethany Watson
City Engineer

Agenda Item Title:

Discussion and Possible Action on Resolution to authorize the City of Canton to enter into a Local Government Lighting Project Agreement with the Georgia Department of Transportation

Summary:

This is a Resolution to authorize the City to enter into a Local Government Lighting Project Agreement with GDOT for Roundabout Lighting at SR 140 @ SR 5 CONN (Reinhardt College Parkway).

Budget Implications:

Budgeted? Yes No N/A
 Total Cost of Project: Check if Estimated
 Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

Staff recommends approval of Resolution to authorize the City of Canton to enter into a Local Government Lighting Project Agreement with the Georgia Department of Transportation.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Resolution Agreement

STATE OF GEORGIA
COUNTY OF CHEROKEE
CITY OF CANTON

Resolution 2024-

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF CANTON, GEORGIA TO ENTER INTO A LOCAL GOVERNMENT LIGHTING PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, The City of Canton is a duly created and validly existing political and administrative subdivision of the State of Georgia under the Constitution and laws of the state of Georgia and governed by the Canton City Council, and;

WHEREAS, the Canton City Council are empowered with the authority to enter into contracts and agreements with other government agencies, including local, state and federal, and;

WHEREAS, the City had previously agreed to enter into such an agreement with the Georgia Department of Transportation, hereinafter called the Department, at such time as certain state projects, programmed and planned for the City of Canton, were ready to be implemented, and;

WHEREAS, the City has represented to the Department a desire to obtain roundabout lighting as part of the project for a planned roundabout to be constructed at the intersection of SR 140 and SR 5 CONN, classified as P.I. 0017982, and;

WHEREAS, the Department has prepared an instrument of agreement to be ratified by the City that outlines all responsibilities, terms and conditions, now, therefore be it; and

NOW THEREFORE BE IT RESOLVED that the Council authorizes the Mayor of the City of Canton to sign this Resolution on their behalf and all associated documents related to the passage and implementation of the provisions of this Resolution.

BE IT SO RESOLVED on this the 18th day of April, 2024.

Bill Grant, Mayor
City of Canton, Georgia

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Annie Fortner, City Clerk
City of Canton, Georgia

Robert M. Dyer, City Attorney
City of Canton, Georgia



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

March 25, 2024

Mr. Billy Peppers
City Manager
City of Canton
110 Academy Street
Canton, GA 30114

RE: Roundabout lighting assistance for SR 140 @ SR 5 CONN – P.I. No. 0017982; City of Canton

Dear Mr. Peppers,

The Department will require a signed agreement for roundabout 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.

Attached for your review are two (2) original copies of the proposed LGLPA between the Georgia Department of Transportation and the City of Canton, 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 the two copies of the Agreement and return both 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 the Department will complete this upon execution.* We will return one copy of the executed Agreement for your files.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
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If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Pass', followed by a long horizontal line extending to the right.

FOR Daniel Pass, P.E.
State Design Policy Engineer

Enclosure: Local Government Lighting Project Agreement (2 copies)

cc: Jeff Lewis, State Transportation Board, Congressional District 11
Meg Pirkle, Chief Engineer
Grant Waldrop, District 6 Engineer
Christopher Rudd, Director of Engineering

INTERGOVERNMENTAL LIGHTING AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF CANTON

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the **CITY OF CANTON, GEORGIA** acting by and through its City Council, hereinafter called the **CITY** (the **DEPARTMENT** and the **CITY** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **CITY** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the **SR 140 @ SR 5 CONN** project, said lighting to be installed under P.I. No. 0017982, Cherokee 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 **CITY** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **CITY**.

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:

ARTICLE I
INSTALLATION

The **CITY** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 140 @ SR 5 CONN** project, said lighting to be installed under P.I. No. 0017982, Cherokee County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II
CITY'S RESPONSIBILITIES

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **CITY** shall assume full responsibility and costs 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.

2. 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**.

3. 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.

ARTICLE III **TERM OF AGREEMENT**

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**.

ARTICLE IV **RIGHT OF ENTRY**

1. The **CITY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **Article I** and **ARTICLE II, PARAGRAPH 1**, of this Agreement.

2. The **DEPARTMENT** will be permitted to access the lightening system and/or an individual unit within the lighting system, if said access is needed to maintain or repair said lighting system or an individual unit within the lighting system, pursuant to **ARTICLE II, PARAGRAPH 3**, of this Agreement.

ARTICLE V
INDEMNIFICATION

To the extent allowed by law, the **CITY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **CITY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or

implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

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.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**

CITY OF CANTON

Commissioner

(SEAL)

Print Name: _____

Title: _____

(SEAL)



ATTEST:

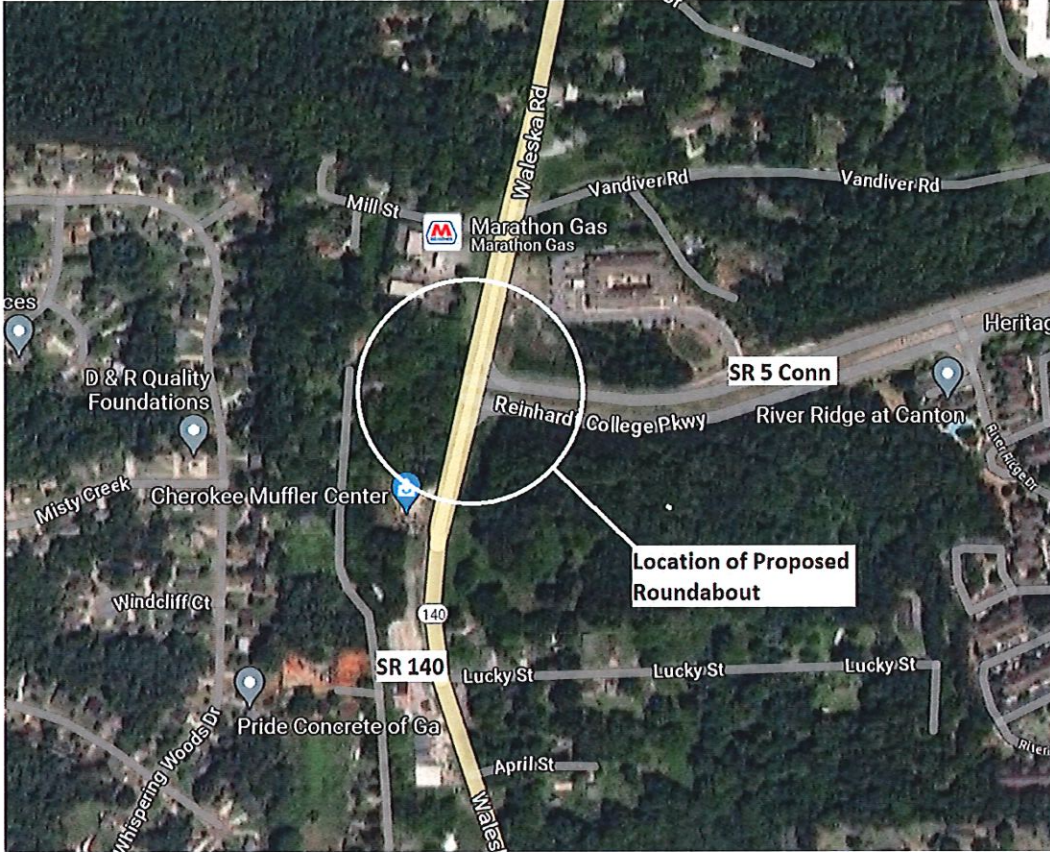
ATTEST:

Treasurer

Print Name: _____

Title: _____

Attachment "A"



Project Location Map

**SR 140 @ SR 5 CONN
Cherokee County
P.I. No. 0017982**