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

November 23, 2015

Mr. Chris Dockery, Chairman
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

RE: Roundabout lighting assistance for SR 9 @ SR 52 – P.I. No. 0009949; Lumpkin County

Dear Mr. Dockery,

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 County 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 Lumpkin County, for County and State participation. It is requested that a Resolution be secured from the Board of Commissioners before entering into the Agreement. By virtue of the Resolution, the County 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 Board of Commissioners 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.

Also enclosed is a Georgia Security and Immigration Compliance Act Affidavit. We ask that this be completed and returned along with the LGLPA package.

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: WDT: rg

cc: Emily Dunn, Chairman; State Transportation Board, Congressional District 9
Meg Pirkle, Chief Engineer
Brent Cook, District Engineer
Glenn Bowman, Director of Engineering

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

LUMPKIN COUNTY

This Agreement is made and entered into this _____ day of _____, 2015, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and LUMPKIN COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the SR 9 @ SR 52 project, said lighting to be installed under P.I. No. 0009949, Lumpkin County;

WHEREAS, the COUNTY 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 COUNTY 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 roundabout lighting as part of the SR 9 @ SR 52 project, said lighting to be installed under P.I. No. 0009949, Lumpkin 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 COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY 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 COUNTY with a statement of material costs upon completion of the installation.

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.

RECOMMENDED:

LUMPKIN COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

_____
WITNESS

BY_____
Commissioner

_____
Notary Public

(SEAL)

This Agreement approved by the Board of Commissioners at a meeting held at

_____

this _____ day of _____,

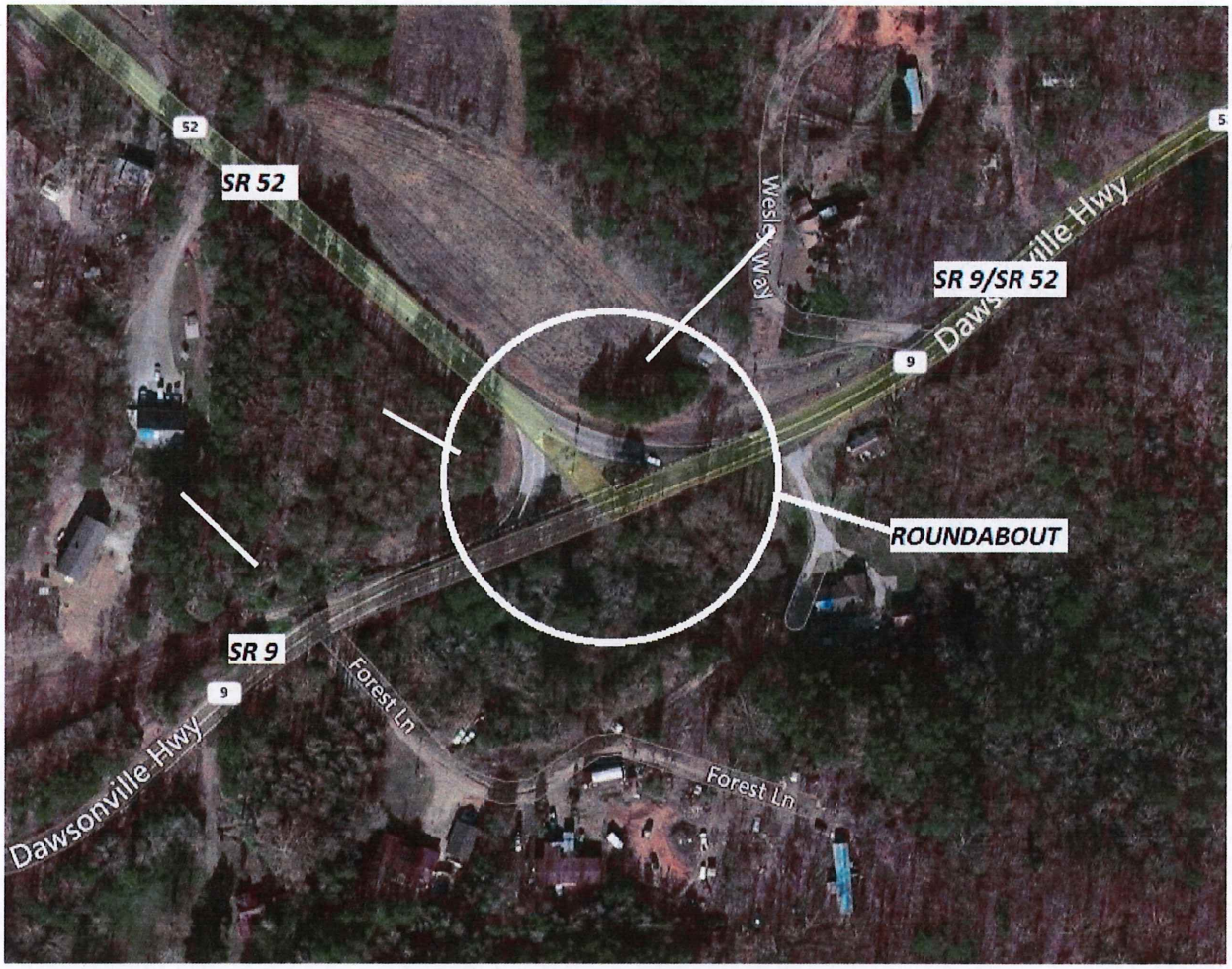
2015.

ATTEST:

_____
Treasurer

_____
Commission Clerk

Attachment "A"



Project Location Map

SR 9 @ SR 52 - Lumpkin County
P.I. No. 0009949