

MEMORANDUM OF AGREEMENT

FOR

**ROADWAY LIGHTING ON STATE ROUTE 383/JIMMIE DYESS PARKWAY from
WRIGHTSBORO ROAD TO A POINT APPROXIMATELY 1,150 FT. SOUTH OF
POWELL ROAD, AUGUSTA, GA., RICHMOND COUNTY**

CONSISTING OF

Twenty-four (24) new 200W LED pendant fixtures on twenty-four (24) new poles and by Permit No. U-245-006088-2 along State Route 383/Jimmie Dyess Parkway, from Wrightsboro Road to a point approximately 1,150 ft. south of Powell Road, Augusta, GA, Richmond County.

BETWEEN

Richmond County, acting by and through its Board of Commissioners, hereinafter called the **COUNTY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **COUNTY** is requesting to install twenty-four (24) new 200W LED pendant fixtures on twenty-four (24) new poles and by Permit No. U-245-006088-2 along State Route 383/Jimmie Dyess Parkway, from Wrightsboro Road to a point approximately 1,150 ft. south of Powell Road, Augusta, GA, Richmond County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **COUNTY**, 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 **COUNTY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance

with the Georgia Department of Transportation's Design Policy Manual, to twenty-four (24) new 200W LED pendent fixtures on twenty-four (24) new poles and by Permit No. U-245-006088-2 along State Route 383/Jimmie Dyess Parkway, from Wrightsboro Road to a point approximately 1,150 ft. south of Powell Road, Augusta, GA, Richmond County.

2. The **COUNTY**, 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 which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY**.

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: RICHMOND COUNTY, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-RICHMOND COUNTY, GA.)

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

This Agreement approved by the
Board of Commissioners at a meeting
held at _____ on
the ____ day of _____, 202_.

Attest:

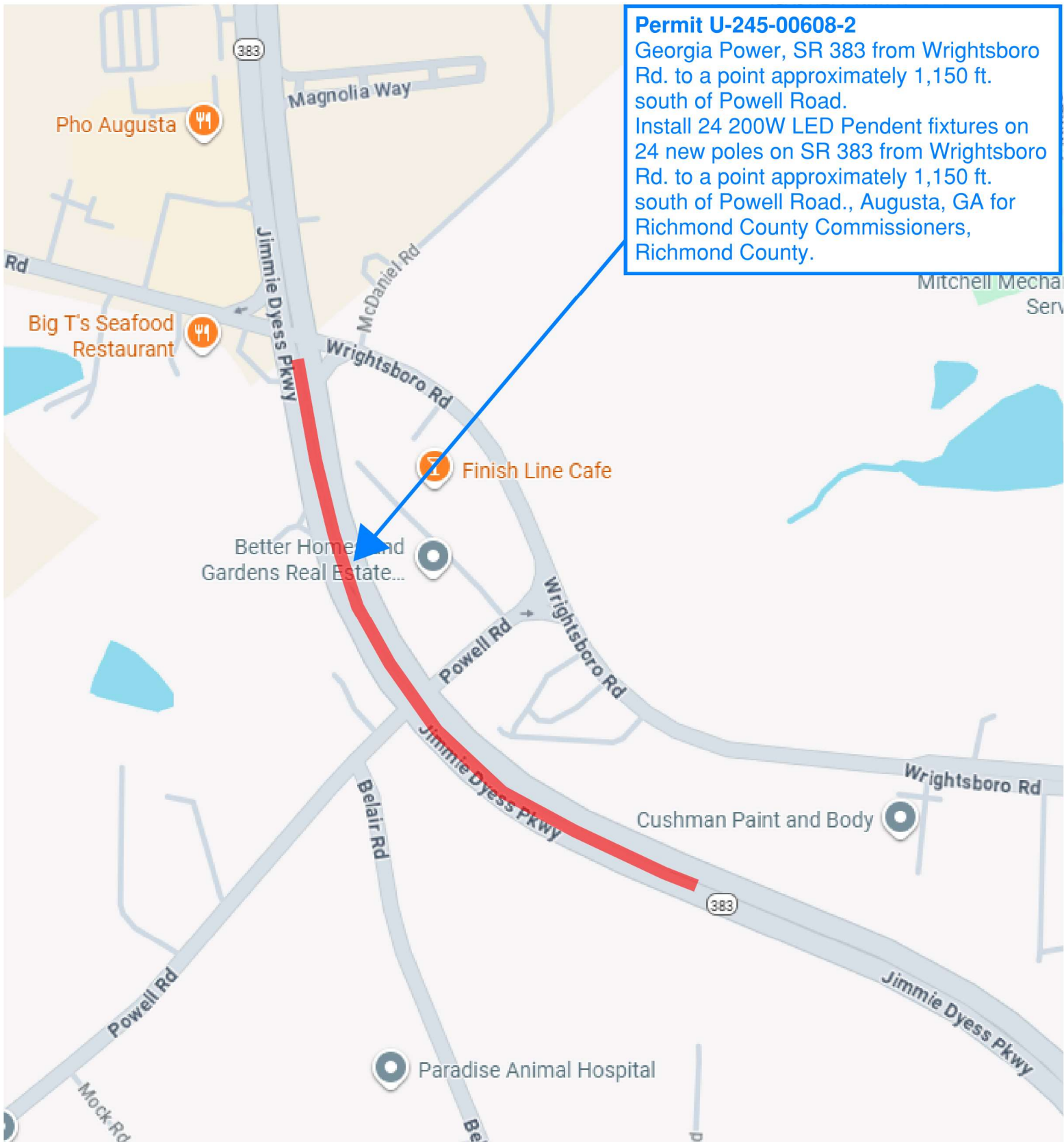
BY: _____
Board Secretary

9/19/2025 KH

Permit U-245-00608-2

Georgia Power, SR 383 from Wrightsboro Rd. to a point approximately 1,150 ft. south of Powell Road.

Install 24 200W LED Pendant fixtures on 24 new poles on SR 383 from Wrightsboro Rd. to a point approximately 1,150 ft. south of Powell Road., Augusta, GA for Richmond County Commissioners, Richmond County.



Georgia Department of Transportation - Office of Design Policy & Support

Permit Review Request: *U-245-006088-2*

Reviewer: *Kimberly Kimbrough*

Date: *September 18, 2025*

County: *Richmond*

Roadway: *SR 383*

Permit Lighting Request Intent: *Roadway Lighting as per Lighting Checklist for Permits*

Review Comments:

The Office of Design Policy and Support has completed a review for the above-mentioned lighting photometric layout submittal prepared by Jacob Rigdon of SouthCon on behalf of Georgia Power for the above-mentioned permit submittal on September 17, 2025.

The lighting photometric layout for Permit #U-245-006088-2 as submitted by the lighting designer seem to comply with the rest of the lighting requirements established in Chapter 14 of GDOT's Design Policy Manual based on the review of the documents that were provided.

Please also ensure that approved AASHTO breakaway devices are used for all proposed lighting poles during installation.

The Department's review of the consultant's work shall not relieve them of the responsibility and accountability for the accuracy of these lighting photometrics.

Any future revisions of the approved photometrics should be forwarded to the Office of Design Policy and Support for review and approval.