CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 3/22/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Cooperative Maintenance of Public Right-of-Way Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement with the Alabama Department of Transportation for a Cooperative Maintenance of Public Right-of-Way for the Storm Drain Pipe along U. S. Highway 72 from Milepost 84.18 to Milepost 84.56

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

An agreement with ALDOT for the maintenance of proposed improvements along U.S. Highway 72, west of County Line Road between milepost 84.18 to milepost 84.56, for North-South Connector Roadway between Browns Ferry Road and U.S. Highway 72 (Project Number 65-11-RD01).

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 3/6/12

revised 4/13/2011

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **3/22/2012**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **Cooperative Maintenance Agreement**

Document Name: **ALDOT-US Hwy 72 Project No. 65-12-SP17**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **N/A**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		3/6/12
2) Legal		3/8/12
3) Finance		3/9/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with the State of Alabama Department of Transportation for a Cooperative Maintenance of Public Right-of-Way for the Storm Drain Pipe along U. S. Highway 72 from Milepost 84.18 to Milepost 84.56, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement with the State of Alabama Department of Transportation for a Cooperative Maintenance of Public Right-of-Way for the Storm Drain Pipe along U. S. Highway 72 from Milepost 84.18 to Milepost 84.56" consisting of a total of three (3) pages, plus one (1) additional page consisting of Attachment "A" and the date of March 22, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of March, 2012.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of March, 2012.

_____
Mayor of the City of Huntsville, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY

Permit No._____

DIVISION 2 DISTRICT 4

THIS AGREEMENT, entered into this the 22nd day of March, 2012, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and City of Huntsville, in an effort to secure a more efficient and safe traffic flow within the city limits of Huntsville along Route US 72 (AL 002), the City of Huntsville agrees to maintain the existing service road in the state right-of-way from milepost 84.18 to 84.56, including but not limited to, pavement structures, ditches, drainage structures, signing, striping, pavement markings, and lighting. All maintenance shall conform to standards and specifications of the Alabama Department of Transportation and the Manual on Uniform Traffic Control Devices. Construction of service roads, and subsequent access turnouts, shall be requested by permit and be subject to approval by the Alabama Department of Transportation. It is furthermore understood by the parties that the map attached hereto describes the current situation as to the existing service road. The parties understand that this agreement and the map attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, the Department of Transportation and club, group, business, or municipality agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise the Department of Transportation reserves the right to remedy this situation in the most expedient manner.

2. The Department of Transportation is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

President of the City Council of the City of Huntsville, AL
Date: March 22, 2012

3. If Department of Transportation construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the Department of Transportation to establish a stand of vegetative cover if deemed necessary by the Department of Transportation and then the groups', clubs', business', or municipalities' responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by the Department of Transportation.

4. All work shall be subject to the inspection and approval of the Alabama Department of Transportation. Description of the proposed work must accompany this and any associated proposal. If the maintenance is not conducted as specified herein, the Department of Transportation shall assume maintenance and this Agreement will be invalid. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant applicant any right, title, or claim on any highway right-of-way.

5. The club, group, business, or municipality agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

6. The APPLICANT shall be solely responsible for and hold harmless the Alabama Department of Transportation for any claim for damage done to existing private property, public utility, or the traveling public.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. This Agreement is executed with the understanding that it is not valid until the club, group, business or municipality has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

9. Failure of the club, group, business or municipality to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the Department of Transportation.

The above conditions are agreed upon:

Name of Club, Group, Business or Municipality:
City of Huntsville, Alabama

BY_____ 3/22/12
Name and Title Date
Tommy Battle, Mayor

BY_____ _____
Name and Title Date

BY_____ _____
Name and Title Date

256-427-5300
Telephone Number

Reviewed as to Form

_____
Counsel – State of Alabama
Department of Transportation

For the Alabama Department of
Transportation :

_____ _____
District Manager Date

_____ _____
Division Engineer Date

_____ _____
Maintenance Engineer Date