

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Recreation Services Council Meeting Date: 7/11/2013

Department Contact: Karen Lang Phone # 256-564-8026

Contract or Agreement: Agreement between the City of Huntsville and the Madison County Commissio...

Document Name: Agreement between the City of Huntsville and the Madison County Commission for th...

City Obligation Amount: \$150,000.00

Total Project Budget: \$400,000.00

Uncommitted Account Balance: \$384,461.00

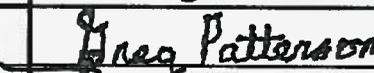
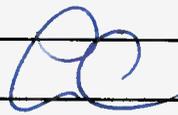
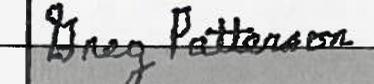
Account Number: 23-7200-0811-8412

### Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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### Grant-Funded Agreements

<u>Select...</u>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		7-3-13
2) Legal		7-5-13
3) Finance 		7/5/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 7/11/2013

Action Requested By:  
Recreation Services

Agenda Item Type  
Resolution

Subject Matter:

Agreement between the City of Huntsville and the Madison County Commission for the development and maintenance of a park on Chaney Thompson Road.

Exact Wording for the Agenda:

Agreement between the City of Huntsville and the Madison County Commission for the development and maintenance of a public park on Chaney Thompson Road.

**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.

Agreement between the City of Huntsville and the Madison County Commission for the development and maintenance of a public park on Chaney Thompson Road.

Associated Cost: \$150,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Greg Patterson

Date: 7/3/2013

RESOLUTION NO. 13 - \_\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute an agreement 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 certain document attached hereto and identified as "Memorandum of Agreement between the City of Huntsville, Alabama and the Madison County, Alabama Commission for the development and maintenance of a public park on Chaney Thompson Road," consisting of two (2) pages plus two (2) additional pages consisting of Exhibits A-B. The date of July 11, 2013, appearing on the margin of the first page, together with the signature of the President of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of July, 2013.

\_\_\_\_\_  
President of the City  
Council of the City of  
Huntsville, Alabama

**APPROVED** this the 11th day of July, 2012.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA  
AND THE MADISON COUNTY, ALABAMA  
COMMISSION FOR THE DEVELOPMENT AND  
MAINTENANCE OF A PUBLIC PARK  
ON CHANEY THOMPSON ROAD**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into on this 11th day of July, 2013, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama (hereinafter referred to as the "City") and the **Madison County, Alabama Commission** (hereinafter referred to as the "County").

**RECITALS**

**WHEREAS**, the County owns a certain parcel of land (the "Land") located on Chaney Thompson Road within the city limits of Huntsville and which is more particularly described in Exhibit "A" attached hereto; and

**WHEREAS**, the City and the County desire to jointly construct a public park on the Land that will be maintained and operated by the City; and

**WHEREAS**, the park will provide a public benefit to both the City and the County;

**IT IS THEREFORE** agreed and understood by the parties as follows:

1. The City and County agree to work cooperatively to construct and maintain a public park (the "Park") on the Land. The Park will include a playground, dog park, pavilion and other amenities available to the public.
2. The County will perform the following work in constructing the Park:
  - a) Installation of borrow material for the subgrade of the driveway and parking lot
  - b) Installation of crushed aggregate base course (this will serve as the construction drive until construction activity is complete)
  - c) Installation of 18" concrete pipe (contractor shall be responsible for installation of slope-paved headwalls and curb inlet as shown on the Plans)
  - d) Installation of binder and wearing asphalt layers (upon installation of curb and gutter and completion of construction activity by the contractor)
  - e) Installation of striping (upon installation and curing of asphalt)
  - f) Installation of borrow material for pavilion pad (pad will be at subgrade elevation and ready for contractor installation of the pavilion foundation)

**\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_**

3. The work specified in Section 2 herein shall be performed in accordance with the Phase I Grading Plan attached hereto as Exhibit "B" and shall further conform to the City of Huntsville engineering standards as determined by the City Engineer.

4. The County will retain an outside contractor to perform the work specified in Section 2, with the said contractor selected in accordance with the Alabama public bid laws. The City will pay to the County the actual amounts charged by the contractor. The County will forward all invoices to the City for payment, and the City will pay the invoiced amount to the County within thirty (30) days of the receipt of the invoice by the City. The City will pay the invoices up to an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

5. The City will perform the following work in the construction of the Park:

- a) All utilities, including water, electrical, and sanitary sewer service and site infrastructure
- b) All concrete works, including slope-paved headwalls, curb and gutter, sidewalks, pavilion foundation, and box culvert and associated headwalls
- c) Pavilion and all associated work
- d) Dog park fencing and gates (chain link)
- e) Site fencing (along Chaney Thompson Rd, split-rail type)
- f) Walking trail and connection to AC greenway

6. Upon completion and dedication of the Park, the City shall operate and maintain the Park as a City of Huntsville park in accordance with the policies and practices of the City's Department of Parks and Recreation.

7. The Work specified herein shall be completed by September 30, 2013.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on the day and year first above written.

City of Huntsville, Alabama

Attest:

By: \_\_\_\_\_  
Charles E. Hagood  
Clerk-Treasurer

By: \_\_\_\_\_  
Tommy Battle, Mayor

Date: \_\_\_\_\_

Madison County, Alabama Commission

Attest:  
By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_