

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/25/2013

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 Cooperative Maintenance of Public Right-of-Way for improvements along U.S. Highway 72 west of County Line Road

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

Item to be considered for: Action

Unanimous Consent Required: No

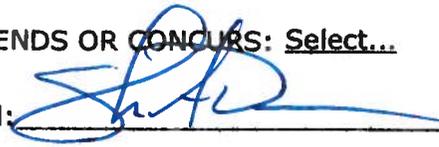
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

An agreement with ALDOT, which supersedes Resolution No. 12-250 of March 22, 2012, for the maintenance of proposed improvements along U.S. Highway 72, west of County Line Road between milepost 84.18 to milepost 84.59, for North-South Connector Roadway between Browns Ferry Road and U.S. Highway 72 (Project Number 65-11-RD01). Change was needed due to change in form from Alabama Department of Transportation. No City Funds involved.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 7/22/13

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/25/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **ALDOT Cooperative Maintenance Agreement**

Document Name: **Hwy 72 west of County Line Road**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

Account Number: **N/A**

Procurement Agreements

Not Applicable	Not Applicable
-----------------------	-----------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	--------------------

Department	Signature	Date
1) Originating		7/22/13
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-

WHEREAS the Agreement previously approved by Resolution No. 12-250 on March 22, 2012, was not executed by the Alabama Department of Transportation and that this revised agreement from the Alabama Department of Transportation supersedes that Agreement in total;

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 84.59, which said agreement supersedes Resolution No. 12-250 of March 22, 2012, 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 84.59" consisting of a total of three (3) pages and the date of July 25, 2013, 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 25th day of July, 2013.

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

APPROVED this the 25th day of July, 2013.

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 22 day of July, 2013, 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 84.59, 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.

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. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

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:

BY _____
Name and Title Date

BY _____
Name and Title Date

BY _____
Name and Title Date

256-472-5300
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