

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: Legal

Council Meeting Date: 12/5/2013

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Right-of- Entry Agreement between the City of Huntsville the United States A...

Document Name: Right-of- Entry Agreement between the City of Huntsville the United States Army En...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

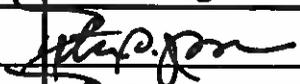
Account Number:

**Procurement Agreements**

<u>Not Applicable</u>	<u>Not Applicable</u>
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**Grant-Funded Agreements**

<u>Select...</u>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating		11-26-13
2) Legal		11-26-13
3) Finance		11/26
4) Originating		11-26-13
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: 12/5/2013

Action Requested By:  
Legal

Agenda Item Type  
Resolution

Subject Matter:

Right-of-Entry Agreement between the City of Huntsville the United States Army Environmental Command.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Right-of-Entry Agreement between the City of Huntsville the United States Army Environmental Command.

**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.

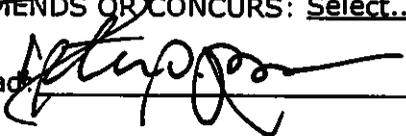
This allows the ARMY to conduct non-invasive environmental testing.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head



Date: 11-25-13

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

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into a Right -of- Entry Agreement between the City of Huntsville the United States Army Environmental Command 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 a "Right -of- Entry Agreement between the City of Huntsville the United States Army Environmental Command consisting of two (2) pages including an attachment and the date of December 5, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem 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 5th day of December, 2013.

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

APPROVED this the 5th day of December, 2013.

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

**DEPARTMENT OF THE ARMY**  
**RIGHT-OF-ENTRY**  
**FOR**  
**REDSTONE ARSENAL RANGE ASSESSMENT**

**Project: Redstone Arsenal Phase II Operational Range Assessment**  
**USACE Contract W9128F-10-D-0056**

**Property Owner: [Enter property owner name and address]**

The undersigned, herein called the "Owner", in consideration for the mutual benefits of the work described below, hereby grants the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable and assignable right to enter in, on, over and across the Owner's land located near the Redstone Arsenal, *for a period not to exceed twelve (12) months*, beginning with the date of the signing of this instrument, and terminating with the earlier of the completion of the inspection or the expiration of the term; for use by the United States, its representatives, agents, and contractors, and assigns, as a work area for range assessments; including the right to investigate and collect samples; and perform any other such work which may be necessary and incident to the Government's use for the investigation and response on said lands.
2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purposes listed above.
3. If any action of the Government's employees or agents in the exercise of this right-of-entry result in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.
4. The land affected by this right-of-entry is located in Madison County, Alabama, near the northwest boundary of Redstone Arsenal.
5. We will attempt to telephone you at least ten (10) days prior to commencing any activities on your property at the phone number you provide below.

Dated this \_\_\_\_\_ day of.

Owner:

**THE UNITED STATES OF AMERICA**

\_\_\_\_\_

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

U.S. Army Environmental Command

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

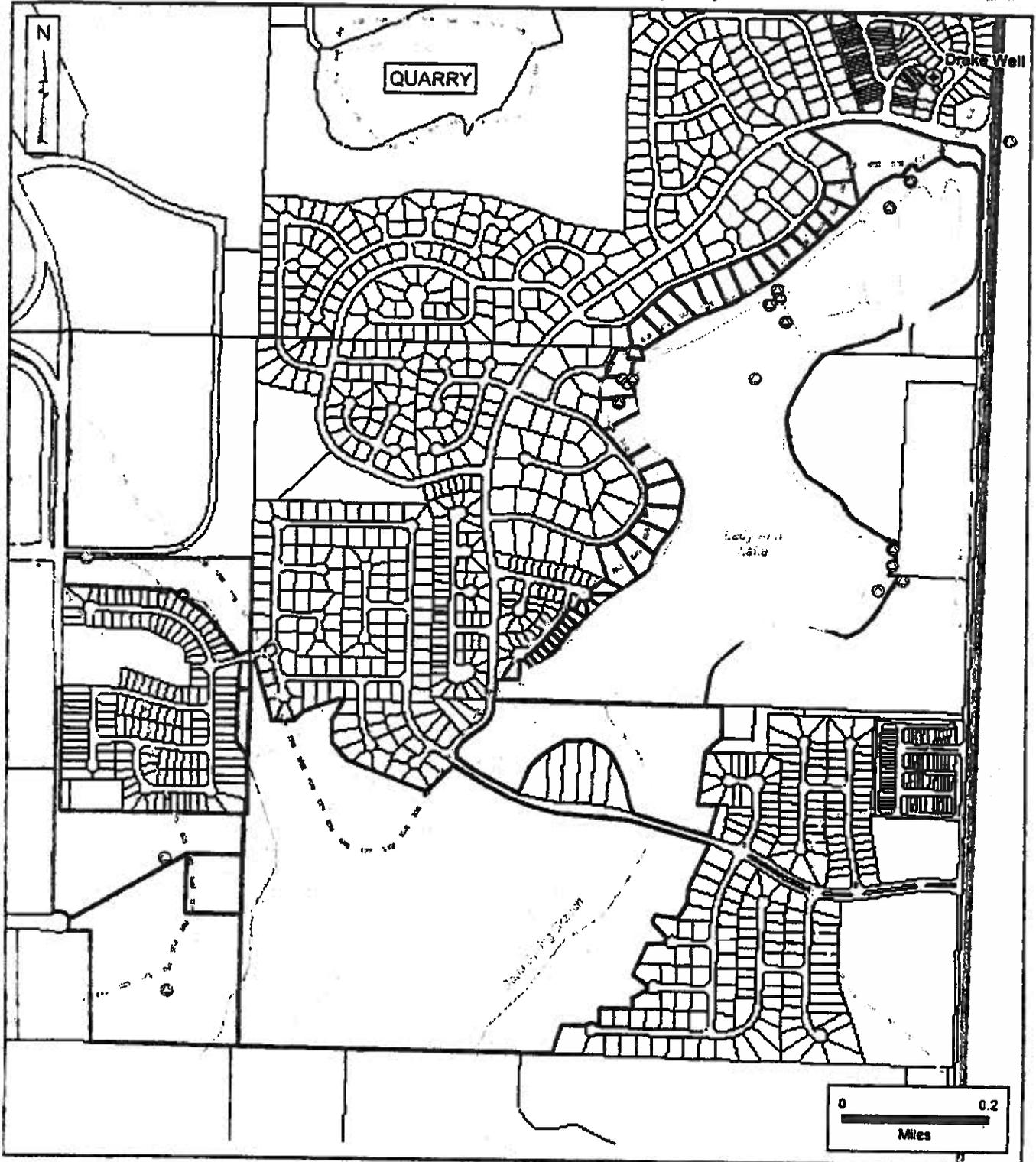


Operational Range Phase II Assessment  
USAG Redstone Arsenal, AL

ARCAOIS Environmental  
Assessment and Remediation



Figure 1  
Preliminary Parcels for Rights-of-Entry Requests



**Installation**

- Installation Boundary
- Inconclusive Range

**Hydrology**

- River/Stream
- Water Body
- Public Supply Well

Approximate area in which offsite springs could be located

Homes with Private Wells

Thermal Anomaly (Potential Spring)

Parcel for Right-of-Entry Request

**Data Sources:**

AEC, ARID-GEO, 2005  
ESRI, StreetMap USA, 2005

Date: October 2012  
Prepared By: ARCAOIS/Pimie  
Prepared For: U.S. Army  
Contract: W9128F-10-D-0058