

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 9, 2014

Action Requested By: Engineering

Agenda 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 Slotted Drain Pipe along U. S. Highway 72 from Milepost 90.73 to Milepost 90.73, Project No. 65-14-T104

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 is for the City to maintain 40 linear feet of an 18" slotted drain required for the Hiley Automotive left turn lane on Highway 72 West. Account No. N/A.

Associated Cost: N/A

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathy Moore

Date: 9/29/14

Handwritten initials: b, PK, RE

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **10/9/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **ALDOT Maintenance Agreement**

Document Name: **AL Hwy 72, Project No. 65-14-TI04**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **N/A**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathryn...</i>	9/29/14
2) Legal	<i>...</i>	10/1/14
3) Finance	<i>...</i>	10/2/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

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 Slotted Drain Pipe along U. S. Highway 72 from Milepost 90.73 to Milepost 90.73, 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 Slotted Drain Pipe along U. S. Highway 72 from Milepost 90.73 to Milepost 90.73" consisting of a total of three (3) pages, plus one (1) additional page consisting of Attachment "A" and the date of October 9, 2014, 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 9th day of October, 2014.

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

APPROVED this the 9th day of October, 2014.

Mayor of the City of Huntsville,
Alabama

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

Permit No. _____

REGION / DIVISION 1 DISTRICT 2

THIS AGREEMENT, entered into this the 9th day of October, 2014, 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 Alabama Hwy 2, the City of Huntsville agrees to

maintain the existing service road in the state right-of-way from milepost 90.73 to 90.73, *to maintain 40 linear feet of corrugated metal slotted drain,* 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 APPLICANT 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: October 9, 2014

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 APPLICANT'S 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 APPLICANT 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 be responsible at all times for all of the work performed under this agreement and, 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 action, 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 Agreement.

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

9. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

10. Failure of the APPLICANT 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 APPLICANT:

CITY OF HUNTSVILLE, ALABAMA

BY _____ 10/09/14
Name and Title Date
Tommy Battle, Mayor

BY _____
Name and Title Date

BY _____
Name and Title Date

Telephone Number

Reviewed as to Form

Counsel – State of Alabama
Department of Transportation

For the Alabama Department of Transportation:

District Manager Date

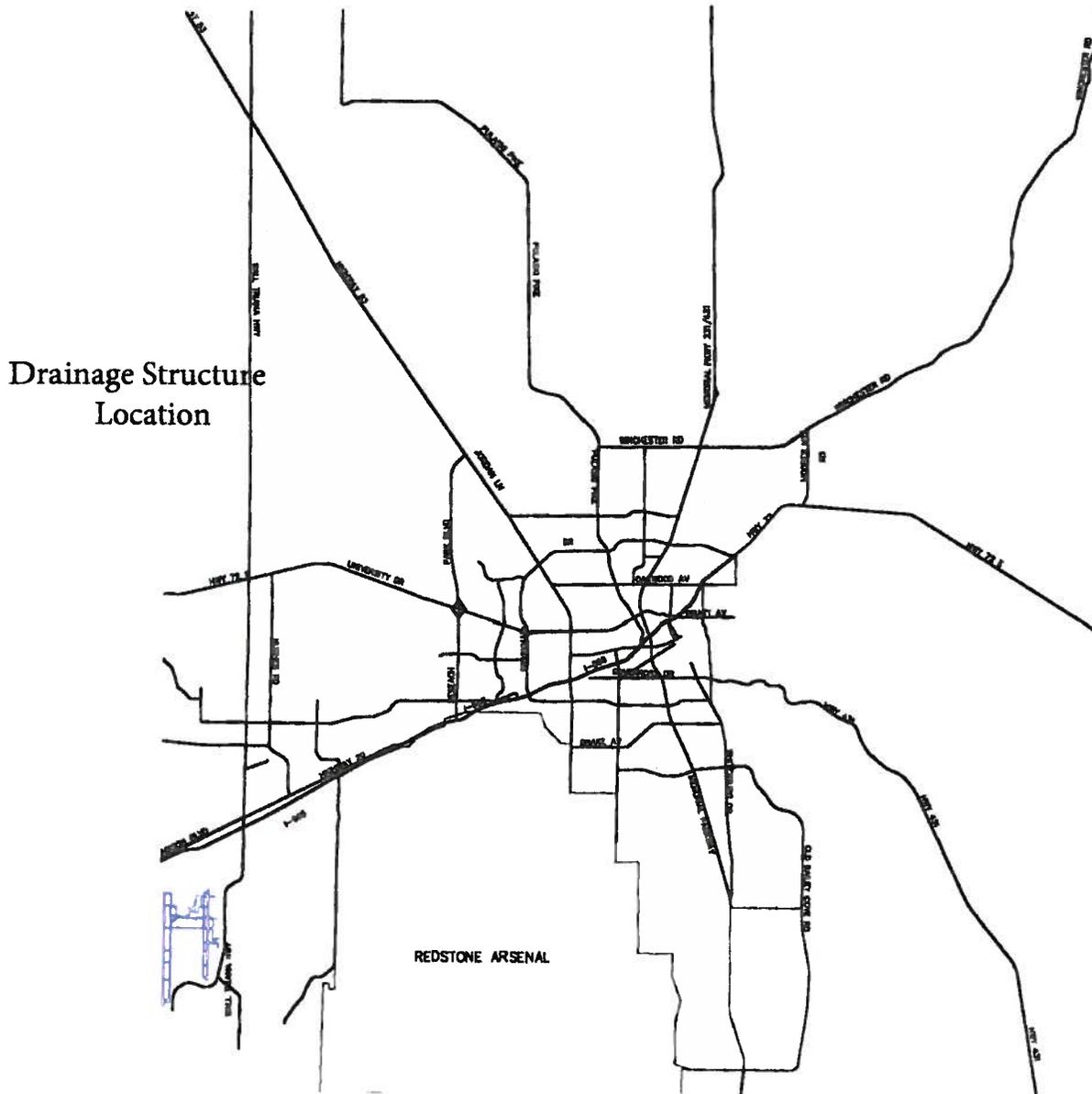
Maintenance / Region / Division Engineer Date

ATTACHMENT "A"



HUNTSVILLE

Urban Development Department
Engineering Division



Hiley Automotive
Vicinity Map