

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 14, 2016

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Department of the Army Right-of-Entry for survey and exploration onto Redstone Arsenal.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Department of the Army Right-of-Entry for Survey and Exploration for offsite groundwater monitoring in the City of Huntsville.

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.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 03/29/2016

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to execute a "Department of the Army Right-of-Entry For Survey and Exploration," on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said document is substantially in words and figures similar to that certain document attached hereto and identified as a "Department of the Army Right-of-Entry For Survey and Exploration" for the Benefit of The United States of America, consisting of Three (3) pages including Exhibits A & B, and the date of April 14, 2016 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 14th day of April, 2016.

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

ADOPTED this the 14th day of April, 2016.

Mayor of the City of
Huntsville, Alabama

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR SURVERY AND EXPLORATION
CITY OF HUNTSVILLE, ALABAMA**

Project: Offsite Groundwater Monitoring
Name: City of Huntsville, Alabama

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," its employees, contractors, and subcontractors, a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right, for a period of 24 months, beginning July 14, 2015 to July 13, 2017 to enter upon the property of the **City of Huntsville, Alabama**, shown in yellow on Exhibit A in order to perform the scope of work described in **Exhibit-B**.

2. All tools, hand-carried equipment, and other properly taken upon or placed upon the land by the Government shall remain the property of the Government and will be removed by the Government within a reasonable period prior to the expiration of this permit or right-of-entry.

3. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at 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 interest of 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 other damages than provided herein.

4. The Owner agrees to give sufficient notification (1 year optimal) if any of the wells on their property are going to be affected by any work that is to be performed on their property. The Government agrees to pay for the relocation of existing wells due to any construction on the Owner's property as long as coordination to the fullest extent possible is made between the Owner and Government in order to avoid having to relocate any existing well(s). The Government agrees to coordinate any future monitoring activities, relocation and/or the addition of wells with the Owner and with any future roadway project.

WITNESS MY HAND AND SEAL this 14th day of April, 2016.

LANDOWNER:

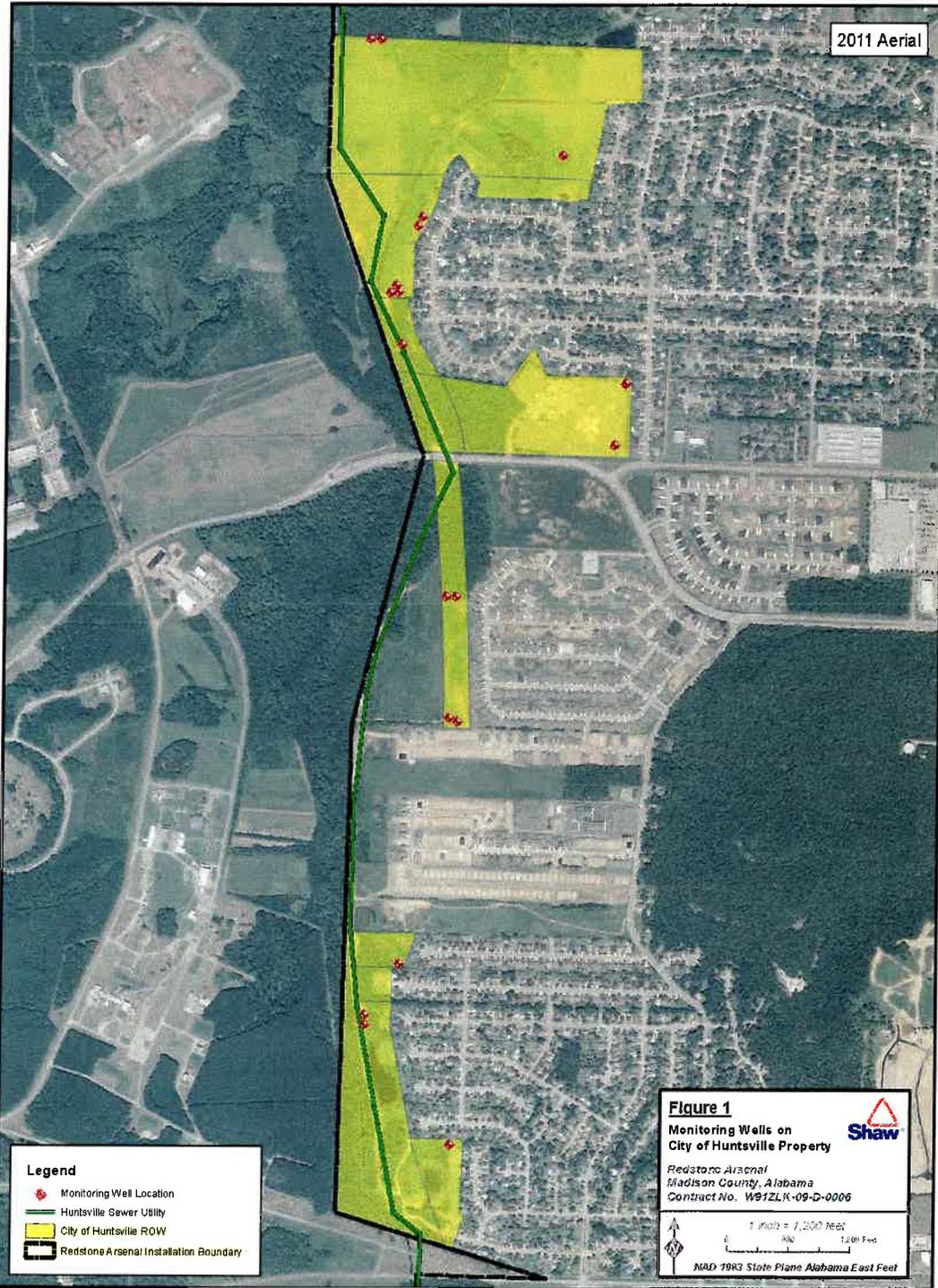
Tommy Battle, Mayor
City of Huntsville, Alabama

ACCEPTED BY THE UNITED STATES OF AMERICA:

Derrick D. Moton
Senior Chief, Acquisition Branch
Real Estate Contracting Officer

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

Exhibit A



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EXHIBIT "B"

I. Continued existence and additional sampling sites of groundwater monitoring wells to expand the groundwater monitoring network in accordance with U.S. Environmental Protection Agency and the Alabama Department of Environmental Management requirements.