

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 22, 2016

Action Requested By: Planning

Agenda Type: Resolution

Subject Matter:

Resolution authorizing the Mayor to execute an agreement between the City of Huntsville and the Land Trust of North Alabama, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an agreement between the City of Huntsville and the Land Trust of North Alabama, Inc. for the Acquisition, Maintenance, and Promotion of Greenway Space

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.

See attached agreement for detailed terms. This agreement will commence on October 1, 2016 and continue through October 1, 2021.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Murphy B. Jones

Date: 9/12/16

ROUTING SLIP

CONTRACTS AND AGREEMENTS

Originating Department: **Planning**

Council Meeting Date: **9/22/2016**

Department Contact: **Kimberly Gosa**

Phone # **ext. 5115**

Contract or Agreement: **Agreement**

Document Name: **Agreement Between COH and the Land Trust of N. AL**

City Obligation Amount: **up to \$375,000**

Total Project Budget:

Uncommitted Account Balance:

Account Number: ~~3020-71-00000-520900-00000000~~
to be established

Procurement Agreements

Select...	Select...
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Grant-Funded Agreements

Select...	Grant Name:
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Department	Signature	Date
1) Originating	<i>M. Gosa</i>	9/12/16
2) Legal	<i>[Signature]</i>	9/13/16
3) Finance	<i>M. Gosa</i>	9-15-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)	<i>[Signature]</i>	9/15/16
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the Land Trust of North Alabama, Inc., 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 "Agreement Between the City of Huntsville, Alabama and the Land Trust of North Alabama, Inc. for the Acquisition, Maintenance and Promotion of Greenway Space" consisting of four (4) pages, and the date of September 22, 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 22nd day of September, 2016

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

APPROVED this the 22nd day of September, 2016

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE, ALABAMA,
AND THE LAND TRUST OF NORTH
ALABAMA, INC. FOR THE ACQUISITION,
MAINTENANCE AND PROMOTION OF
GREENWAY SPACE**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 2016, by and between the City of Huntsville, Alabama, an Alabama municipal corporation (hereinafter referred to as the "City") and The Land Trust of North Alabama, an Alabama non-profit corporation (hereinafter referred to as the "Land Trust").

RECITALS

WHEREAS, public greenways provide a highly valuable quality of life benefit to the citizens of Huntsville; and

WHEREAS, the City's Greenway Plan calls for the expansion and improvement of its current public greenway system; and

WHEREAS, the Land Trust has particular knowledge and ability to assist the City with its Greenway plan by aiding in the acquisition and maintenance of public greenway space; and

WHEREAS, the Land Trust has the expertise and ability to solicit, receive and administer grant funding in support of the Greenway Plan; and

WHEREAS, the Land Trust has a positive reputation within the Huntsville community which gives it the ability to increase public support and contributions toward the Greenway Plan; and

WHEREAS, the City and the Land Trust desire to work cooperatively in the development and implementation of the Greenway Plan;

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to-wit:

1. The Land Trust will provide the following services to assist in Land Acquisition in aid of the implementation of the City's Greenway Plan:

- a) Identify key parcels necessary for acquisition based on the prioritized implementation of the City's Greenway Plan, as amended.
- b) Contact property owners and negotiate preliminary agreements for acquisitions.
- c) Coordinate the completion of pre-acquisition items, including appraisals, surveys and title work.
- d) Complete acquisition negotiations with property owners. The Land Trust and its employees will not act as a real estate broker or attorney, nor provide any such services to the City. Before contracts are executed the Land Trust and City shall agree on the price of any acquisition and whether the Land Trust or the City shall enter into the real estate contract.

2. The Land Trust will provide the following services to encourage community involvement in and fundraising for the Greenway Plan:

- a) Coordinate private fundraising efforts to facilitate the implementation of the Greenway Plan.
- b) Provide grant research, identification and application assistance for targeted greenway projects, as agreed on between the City and Land Trust.
- c) Administer greenway grant awards. Dependent on project sponsor, this may occur in conjunction with the City.
- d) Coordinate volunteer construction days on non-paved greenways to foster community involvement and expedite a greenway segments completion.

3. The Land Trust will provide the following technical services:

- a) Participate in the design and construction administration for identified greenway project(s).

- b) Coordinate planning of inter-jurisdictional greenways to promote connectivity and leveraging of resources.
- c) Assist in the revision/update of the 2006 City Greenway Plan, specifically in the identification of new and modified greenway corridors, as led by a greenway coordinating group comprised of 8-10 members selected evenly between the City and Land Trust.
- d) Coordinate with City Engineering and Public Works Services to determine appropriate design standards for greenway construction.
- e) Serve as the point of contact for local, regional, state and federal agencies working on greenways in the metro area.

4. As consideration for the services provided by the Land Trust, the City will

- a) Reimburse the Land Trust for pre-acquisition items including, but not limited to, appraisals, surveys and title work for identified greenway parcels. The Land Trust shall obtain pre-approval from the City prior to incurring any said expense. All reimbursements shall be made by the City within thirty (30) days of the date of the Land Trust's invoice to the City.
- b) Provide annual matching funds in the amount of up to \$250,000 for implementation of greenway construction through the City's Capital Improvement Plan. The said funds will be provided as follows: (i) covering acquisition and engineering costs for new greenway projects and/or the extension of an existing Huntsville greenway; and (ii) construction matching funding for said greenway installation. City matching funds shall be issued upon notice by the Land Trust to the City that said scope of work is under contract for execution. Payment of the said matching funds will be contingent upon approval by the Huntsville City Council.
- c) Furnish mapping services (GIS) to the Land Trust for use in completing the services the Land Trust is to complete pursuant to this Agreement.
- d) Pay Land Trust the sum of \$125,000 annually, as professional services, payable in quarterly installments of \$31,250.

5. The term of this Agreement is five (5) years commencing on October 1, 2016 and continuing through October 1, 2021.

6. This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein, embodies the entire agreement, intent and understanding of the City and the Land Trust and merges herein all prior and contemporaneous agreements,

conditions, covenants, discussions, provisions, representations, statements, terms, warranties and understandings heretofore made between the City and the Land Trust, whether written, oral or both.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures and seals, as of the day and year first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Kenneth Benion
Its: City Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor

**THE LAND TRUST OF
NORTH ALABAMA, INC.**

By: Marie Bostick
Its: Executive Director