



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/22/2024

File ID: TMP-3830

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Alabama Department of Transportation for Public Transit parking under I-565.

Resolution No.

Finance Information:

Account Number: N.A.

City Cost Amount: N.A.

Total Cost: N.A.

Special Circumstances:

Grant Funded: N.A.

Grant Title - CFDA or granting Agency: N.A.

Resolution #: N.A.

Location: (list below)

Address: 500 Church St.

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 24-108

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Lease Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and Alabama Department of Transportation for parking vehicles on a parcel of land at 500 Church Street, in the amount of Zero dollars (\$0), which is similar to certain document attached hereto and identified as "Lease Agreement between the City of Huntsville and Alabama Department of Transportation," consisting of six (6) pages and the date of February 22, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a 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 22nd day of February, 2024.

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

APPROVED this the 22nd day of February, 2024.

Mayor of the City of Huntsville,
Alabama

LEASE

**STATE OF ALABAMA
MADISON COUNTY**

Project No. I-565-5(8)

THIS LEASE, made and entered into this 22 day of February, 2024, by and between the State of Alabama, acting by and through its Department of Transportation, Party of the First Part (hereinafter referred to as the State), and the City of Huntsville, Party of the Second Part (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, the City desires to lease an area of right-of-way owned by the State for public parking in conjunction with a City Public Transit Office and Transportation Hub; and

WHEREAS, the State desires to cooperate with the City;

NOW THEREFORE, the State hereby grants the City permission to occupy the area herein described for the purpose of developing, constructing, maintaining, supervising, controlling, operating, and directing the management of a parking area, said area being more particularly described as follows:

The area within the right of way lines beneath the I-565 bridges from Church Street East to the Off-Ramp for Washington Street, Huntsville, Alabama, Project No. I-565-5(8) as shown on Exhibit A.

In consideration of the premises, the mutual covenants herein contained, and the sum of \$1.00 by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The State right-of-way area shall be leased for the purpose of providing free parking of public transit vehicles and free public parking space for motor vehicles. No wrecked vehicles shall be stored or deposited thereon. Vehicular access to the area directly from the established grade line of I-565 is specifically prohibited. Plans for improvements on the premises herein described are subject to State approval with concurrence of the Federal Highway Administration (FHWA).
2. No use will be permitted by the City of airspace over ramps and the connecting roadways which will require piers, columns, or any other

President of the City Council of the
City of Huntsville, Alabama
Date: 2/22/2024

facilities to be placed so as to interfere with necessary visibility or reduce sight distances of drivers or in any other way interfere with the safety and freedom of traffic on such ramps and roadways. The occupancy and use of the areas below the highway shall not be such as will permit hazardous or objectionable smoke, fumes, vapor, or odors to rise above the grade line of the highway. The City will permit no hazardous waste on or contamination of the leased premises. Should such occur for any reason, the City will be solely responsible for remediation of said hazardous waste and/or contamination with no liability to the State, its members, officials, officers, agents, employees, or the FHWA. No storage of materials or supplies of any nature will be permitted without the express written approval of the State and FHWA.

3. The premises herein described and its use shall not be transferred, assigned, or conveyed to another party without prior written approval of the State subject to concurrence by the FHWA.
4. The City, as part of the consideration herefor, does hereby agree that no person, on the grounds of race, color, national origin, religion, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the area herein described, and the City shall in all respects comply with Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Section 21.5 as amended, and with applicable sections of the Americans with Disabilities Act, 42 U.S.C. 12101, et seq. (1990). The City is permitted hereby to enter into agreements with non-profit groups and public organizations when the involved area will remain in public use. Name plates or any other identification of lots or parking spaces that would indicate assignment to an individual or group shall not be permitted.
5. The City may install paving, striping, signs, lighting, gates, displays, and other control fixtures or devices on the premises herein described. Any signs, displays, or devices will be restricted to lawful signs, being those indicating ownership and type of on-premise activity and will be subject to regulation by the State and FHWA with respect to number, size, location, and design. All improvements, installations, and modification shall be at no cost to the State and shall be subject to State approval. The City may not make any improvements, installations, or modifications without the prior written approval of the State. Upon completion of the project, the City shall forward a copy of the as-built plans to the State.
6. The design of the parking areas shall be developed around existing bridge columns within the limits of the premises herein described. The City shall install appropriate protective devices such as bollards, barriers, guardrails, etc. around any bridge columns that are within the limits of the proposed parking area and take other steps reasonably necessary to protect bridge columns. Such installations will be at no cost to the State. Details of such protective devices shall be submitted to the State for review and approval. The plans and installation shall be pre-approved by the State.
7. The City agrees to take reasonable steps to protect any fences, guardrails, and/or other parts of highway structures from damage incident to the use of the premises herein described. The City shall replace any damaged protective devices at no cost to the State. If, during the life of the structure, any type of protection to the columns is required because of accidents, the State, in conjunction with the City and the FHWA, will consider the problem and determine the type of action to be taken for the protection of piers.
8. The City shall be responsible for the security and safety of the

parking area.

9. The City agrees to maintain the area in a neat and safe condition at no cost to the State. The City will be responsible for litter control, the removal of abandoned vehicles, maintenance of protective devices, improvements, installations, and modification made by the City on the premises, and for all other items associated with maintaining the area herein described. Failure to properly maintain the area herein described shall be a violation of this LEASE.
10. This LEASE shall be revoked and terminated in the event the premises herein described ceases to be used for the purpose herein stated, is abandoned, or this LEASE is otherwise violated, and such violation is not corrected within 30 days following written notice.
11. The City shall at all times during the term of this LEASE carry public liability and property damage insurance with a company authorized to do business in the State of Alabama, insuring the State, their officers, agents, and employees, in both their official and individual capacities against any and all loss or claims for damage to property or injury to, or death of any person entering upon said area or premises in the amount of \$250,000.00 for injury to or death of one person; \$500,000.00 for injury or death to more than one person growing out of one accident; and \$250,000.00 for property damage loss. Said policy or policies of insurance shall each provide that no cancellation thereof shall be permitted without thirty (30) days prior notice thereof being given to the City Clerk of the City of Huntsville and to the State Transportation Director, at Montgomery, Alabama. The original of said policy or policies of insurance shall be kept on file in the office of the City Clerk of the City of Huntsville and a certificate thereof shall be furnished to the State Transportation Director, at Montgomery, AL. The City will pay the full cost of such insurance.
12. The City hereby saves and holds harmless, shall defend and indemnify FHWA, the State of Alabama, Alabama Department of Transportation, its officials, employees, agents, heirs, administrators, assigns, servants, and representatives ("State"), in both their official and individual capacities, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, representations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and hearings, of any nature whatsoever, and expenses, including attorney's fees, expenses and/or costs actually incurred, of any nature whatsoever, known or unknown (hereinafter referred to as "claim or claims"), which arises from or is related to this LEASE.
13. The State and FHWA shall at all times have the right to enter the premises or any part thereof, for the purpose of inspecting same, and for the inspection, maintenance, or re-construction of highways, highway structures, and/or devices. The City agrees to remove all vehicles from the parking area in the event of scheduled maintenance activities or unscheduled emergency activities. The City may be required to use its police powers to clear the area for the State's accessibility.
14. The State shall give the City not less than five (5) day notice prior to beginning any scheduled maintenance work in the area. In the event of emergency maintenance work, the State shall give notice as conditions permit.

15. Any other agreement between the City and the State for maintenance of vegetative cover in the City along the right of way of the Federal route identified above or any other agreement between the State and the City is not superseded or affected as a result of this LEASE.
16. This LEASE shall continue for a period of twenty (20) years with an option to renew for an additional five (5) year period renewable each year thereof by providing written notice to the State ninety (90) days before expiration of the initial term, commencing on the date of execution first written above, unless otherwise terminated as herein provided.
17. Either the State or the City may terminate this LEASE at any time by giving ninety (90) days written notice to the other party. Notice shall be sent by either Registered or Certified Mail and notice shall be deemed as given as of the first date the postal service attempts to make delivery. Said notice shall be addressed as follows:
- | | |
|---|---|
| <p>CITY:</p> <p>City Clerk
City of Huntsville
P.O. Box 308
Huntsville, AL 35804</p> | <p>STATE:</p> <p>Transportation Director
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110-2060</p> <p>With a copy to:
Right of Way Bureau Chief
1409 Coliseum Boulevard
Montgomery, AL 36110</p> |
|---|---|
18. Upon expiration of this LEASE, termination as provided herein, or in the event this LEASE is revoked, all improvements become the property of the State for disposition as deemed appropriate. The City shall vacate the premises leaving them in a clean and safe condition.
19. This LEASE and any subsequent modifications are subject to the approval of the Federal Highway Administration.
20. This LEASE shall be recorded in the Office of Probate Judge of Madison County, Alabama in the event the City elects to record same with all recording costs to be paid by the City of Huntsville.
21. This LEASE shall be governed in accordance with federal laws.
22. This LEASE may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.
23. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**{THIS SECTION INTENTIONALLY LEFT BLANK/
SIGNATURE LINES FOLLOW ON NEXT PAGE}**

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

CITY OF HUNTSVILLE

SHAUNDRIKA EDWARDS
CITY CLERK

TOMMY BATTLE
MAYOR

RECOMMENDED FOR APPROVAL:

ALABAMA DEPARTMENT OF
TRANSPORTATION

CURTIS W. VINCENT
NORTH REGION ENGINEER

JOHN R. COOPER
TRANSPORTATION DIRECTOR

PHILIP A. SHAMBURGER
RIGHT OF WAY BUREAU CHIEF

THIS LEASE HAS BEEN LEGALLY REVIEWED AND
APPROVED AS TO FORM AND CONTENT:

WILLIAM F. PATTY
CHIEF COUNSEL
ALABAMA DEPARTMENT OF
TRANSPORTATION

THE STATE OF ALABAMA

ATTEST:

WES ALLEN
SECRETARY OF STATE
OF THE STATE OF ALABAMA

KAY IVEY
GOVERNOR OF ALABAMA

Exhibit A

