



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: TMP-5145

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Funding Agreement between the City of Huntsville, Alabama and Land Trust of North Alabama, Inc., for Toll Gate Trail Improvements, Project No. 71-25-WP02.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-521000-BUDGET01-

City Cost Amount: \$500,000.00

Total Cost: \$1,000,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Funding Agreement between the City of Huntsville and the Land Trust of North Alabama, Inc. for improvements to the Tollgate Trail. LTNA providing 50% of the funding to install 10-foot wide paved surface for approx. 1.3 miles on an existing trail parallel to Bankhead Parkway.

RESOLUTION NO. 25-

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 Funding Agreement between the City of Huntsville, Alabama and Land Trust of North Alabama, Inc., for Toll Gate Trail Improvements, Project No. 71-25-WP02, 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 "Funding Agreement between the City of Huntsville, Alabama and Land Trust of North Alabama, Inc., for Toll Gate Trail Improvements, Project No. 71-25-WP02," consisting of a total of four (4) pages, and the date of February 13, 2025, 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 13th day of February, 2025.

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

APPROVED this the 13th day of February, 2025.

Mayor of the City of Huntsville,
Alabama

FUNDING AGREEMENT
LAND TRUST OF NORTH ALABAMA, INC. AND THE CITY OF HUNTSVILLE, ALABAMA, FOR
JOINT FUNDING OF TOLL GATE TRAIL IMPROVEMENTS

This Agreement is entered into this 13th day of February, 2025 by Land Trust of North Alabama, Inc., an Alabama non-profit corporation (“LTNA”) and the City of Huntsville, a municipal corporation within the State of Alabama (“City”).

RECITALS

WHEREAS, the City intends to improve an existing trail known as Toll Gate Trail located parallel to Bankhead Parkway between the Bankhead Trailhead and Fearn Street by installing 10-foot wide paved asphalt pathway for approximately 1.3 miles as depicted in Exhibit A (hereinafter referred to as “the Trail”); and

WHEREAS, all parties have a mutual interest in the improvement of the Trail to provide for recreation and safe alternate multimodal access for pedestrians and cyclist in lieu of using Bankhead Parkway and have agreed to share the costs of improvements to the Trail;

IT IS THEREFORE agreed and understood by the parties as follows:

1. **Scope of Work**: The City will assist the LTNA to perform work associated with securing pedestrian easements, as required for improvements to the existing Toll Gate Trail and will utilize existing periodic bids and/or city forces to perform the construction of the improvements to provide a 10-foot wide asphalt surface in the same general alignment as the existing Toll Gate trail to include an improved roadway crossing at Bankhead Parkway and Fearn Street in accordance with the attached Exhibit A. The City Engineer shall issue the notice to proceed once all required property owners have granted access for the project. The Work shall be performed to the satisfaction of the City Engineer. The LTNA grants the City a license to enter upon LTNA property in order to complete the Work.
2. **Cost-Sharing**: The Trail is estimated to cost one-million dollars (\$1,000,000) in which the LTNA will provide 50% of the cost, up to five-hundred thousand dollars (\$500,000) to the City prior to a Notice to Proceed being issued to the contractor. The City will be responsible for managing all aspects of the construction activities in accordance with city standard processes and procedures and further agrees to have the work complete within one hundred (180) working days from the date of the notice to proceed; however, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.
3. **Maintenance**: The City will maintain the Trail according to City standards for greenway maintenance. The LTNA grants the City a continuing license to enter upon LTNA property for maintenance and repair purposes.
4. **Trail to be Open to the Public**: Upon completion, the Trail will be open to the public and subject to the standard rules for City of Huntsville greenways.

Limitation of Liability: The parties shall hold harmless each other, their appointed and elected officials, employees, agents, and representatives against all claims, damages, losses and expenses. Neither party assumes any liability for traffic accidents occurring on right of way owned by the other party.

President of the City Council of the City of Huntsville, AL

Date: February 13, 2025

5. Limitation of Liability: The parties shall hold harmless each other, their appointed and elected officials, employees, agents, and representatives against all claims, damages, losses and expenses. Neither party assumes any liability for traffic accidents occurring on right of way owned by the other party.
6. NOTICE: Any notice required or permitted by this Agreement shall be personally delivered in writing or deposited with the U.S. Postal Service, postage prepaid, certified, and returned receipt requested, and addressed as follows:

To the Land Trust of North Alabama:
Attn: Marie Bostick, Executive Director
2707 Arie Street, Suite 6
Huntsville, AL 35805

To the City of Huntsville:
Attn: City Attorney
City of Huntsville
305 Fountain Cir. SW
Huntsville, Alabama 35801

7. Entire Agreement: This Agreement, including all exhibits and attachments, embodies the entire agreement and understanding of the City and the LTNA as to the matters set forth herein and merges herein all agreements, covenants, representation, statements and understandings made by and between the City and the LTNA.
8. Electronic Signatures: The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS whereof, the parties have executed the Agreement effective as of the day and year first above written.

Signatures following on the next page.

LAND TRUST OF NORTH ALABAMA

Marie Bostick, Executive Director

ATTEST:

CITY OF HUNTSVILLE, ALABAMA

Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk

Exhibit A

