



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/12/2023

File ID: TMP-2336

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement for Maintenance between the City of Huntsville and the State of Alabama Department of Transportation for Memorial Parkway from Mastin Lake Road to Winchester Road, ALDOT Project No. NH-0001(610).

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

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: N/A

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

Additional Comments:

Agreement between the City and ALDOT for maintenance and use of local roadways adjacent to the SR-1 (Memorial Parkway) associated with improvements between Mastin Lake Road and Winchester Road for roadway improvements to include service roads, overpass at Mastin Lake Road and access management to Winchester Road. Project consists of approximately 1.5 miles of roadway improvements scheduled for construction between March 2023-June 2025.

RESOLUTION NO. 23-

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 for Maintenance between the City of Huntsville and the State of Alabama Department of Transportation for Memorial Parkway from Mastin Lake Road to Winchester Road, ALDOT Project No. NH-0001(610), 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 for Maintenance between the City of Huntsville and the State of Alabama Department of Transportation for Memorial Parkway from Mastin Lake Road to Winchester Road, ALDOT Project No. NH-0001(610)." consisting of a total of eighteen (18) pages and the date of January 12, 2023, 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 12th day of January, 2023.

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

APPROVED this the 12th day of January, 2023.

Mayor of the City of Huntsville, Alabama

For Official Use Only: ALDOT Agreement Number: _____

Region : NR – Guntersville Area

Project Number : NH-0001(610)

County : MADISON

Alabama Department of Transportation

Agreement for Maintenance

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation (hereinafter referred to as the "STATE") and the CITY of Huntsville, Alabama, (hereinafter referred to as the "CITY")

WITNESSETH:

WHEREAS, the City of City of Huntsville, desires to cooperate in certain improvements made on SR-1 (US-231/431) / North Memorial Parkway within the City Limits of City of Huntsville, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number NH-0001(610), SR-1 (Memorial Parkway) from 0.31 miles South of CR-75 (Mastin Lake Road) to CR-65 (Winchester Road) Including an Overpass at CR-75 and Access Management Improvements to CR-65 [Grade, Drain, Base, Pave, Lighting, Signal, Retaining Walls, and Bridges]

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless

the City will agree to certain requirements of the Federal Highway Administration.

NOW, THEREFORE, THE PARTIES HERETO, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following terms and conditions:

1. The plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

2. The City by and through its City Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

3. The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required

by the State along said improvements, all of which are more specifically stated as follows:

See Plans: NH-0001(610) [Sheets 4 – 14, 15 – 18D, 21 – 26B, 41 – 48 and 51]

Please refer to: Traffic Control Notes [Sheets 2P] – Traffic Signal Notes [Sheets 2R]

Please refer to: Traffic Control Plans [Sheets 60 – 85]

4. The City Council , that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping

with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

5. That the City agrees to perform all maintenance on crossroads, service or frontage roads, service drives, and sidewalks. (See Exhibit C)
6. That the City agrees to perform all maintenance on relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City. (See Exhibit C).
7. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same. (See Exhibit C).
8. That the N/A agrees to perform all maintenance on interchanges along the roadways and along the ramps to the end of the bridge or frontage roads.
9. That the N/A agrees to perform all maintenance on grade separations along the roadway to the end of the bridge.
10. Exhibit "M" and "N" is attached hereto as a part of this agreement.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal)

City of Huntsville, Alabama

BY: _____
City Clerk (Signature)

BY: _____
Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

Agreement Recommended for approval:

BY: _____
Area Operations Engineer Signature

STATE OF ALABAMA acting by and through the Alabama Department of
Transportation

The within and foregoing AGREEMENT is hereby approved on the _____ day of
_____, 20_____.

APPROVED:

BY: _____
Region Engineer Signature

STATE OF ALABAMA

MADISON COUNTY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City Council of Huntsville, Alabama as follows:

1. That the City of Huntsville, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Maintenance of the Huntsville Northern By-Pass Route by the City of Huntsville for the project number NH-0001(610) in Huntsville, Alabama.

Which Agreement is before this Council.

2. That the agreement be executed in the name of the City, by its Mayor for and on its behalf;

3. That the signature of the Mayor be attested by the City Clerk and that the seal of the City be affixed to the agreement.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on record by the City Clerk.

Passed, adopted, and approved this ____ day of _____, 20__.

WITNESS BY:

City Clerk

Mayor

I, the undersigned, Clerk of the City of City of Huntsville, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the City Council, of the foregoing City, at its regular meeting held on the _____ day of _____, 20____, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 20____.

City Clerk

Region Tracking Number: _____

Project Number: NH-0001(610)

Region: NR - Guntersville ☐

County: MADISON

7/18/90

EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

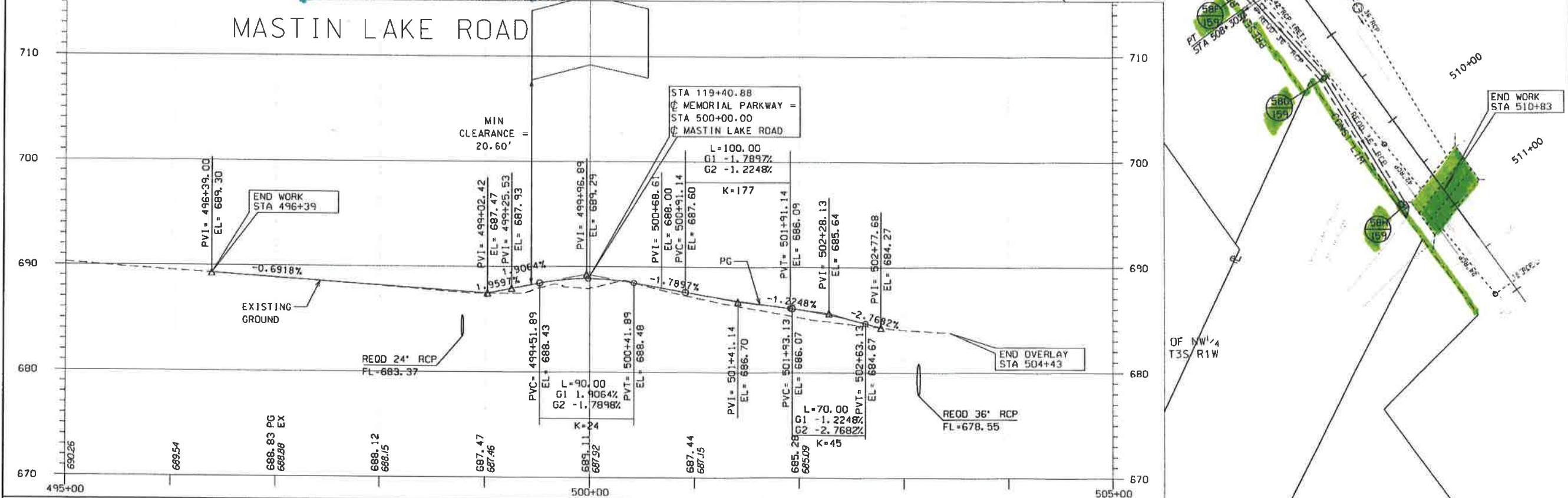
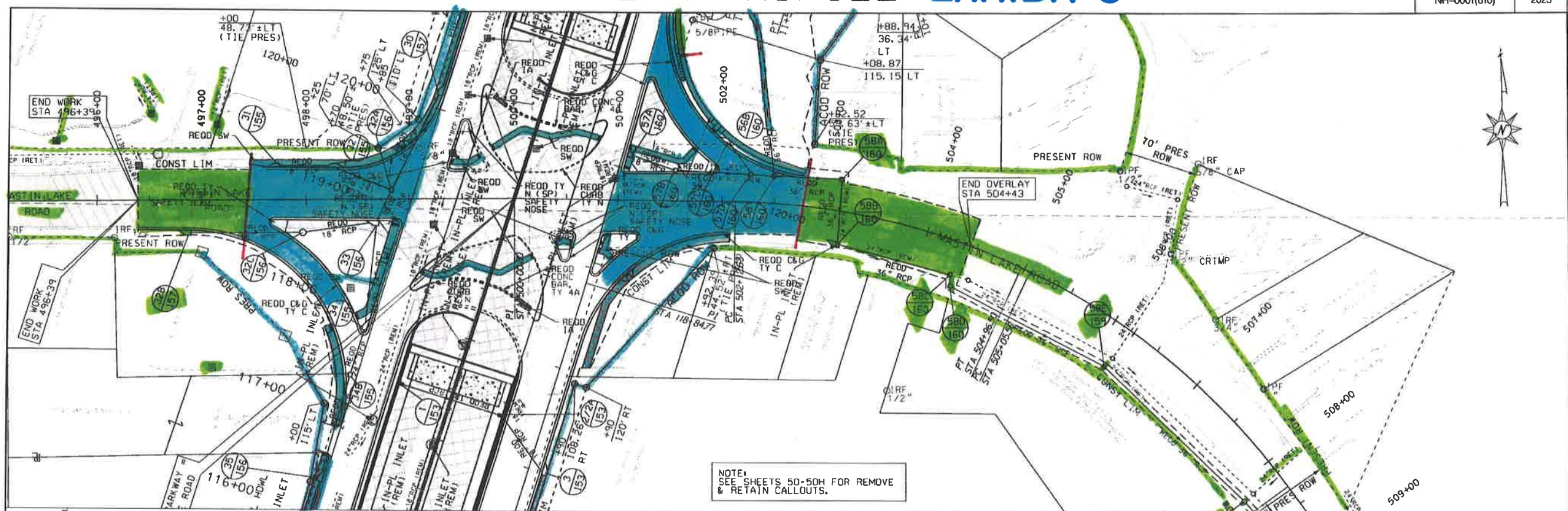
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

PLAN/PROFILE EXHIBIT C

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
NH-0001(610)	2023	12

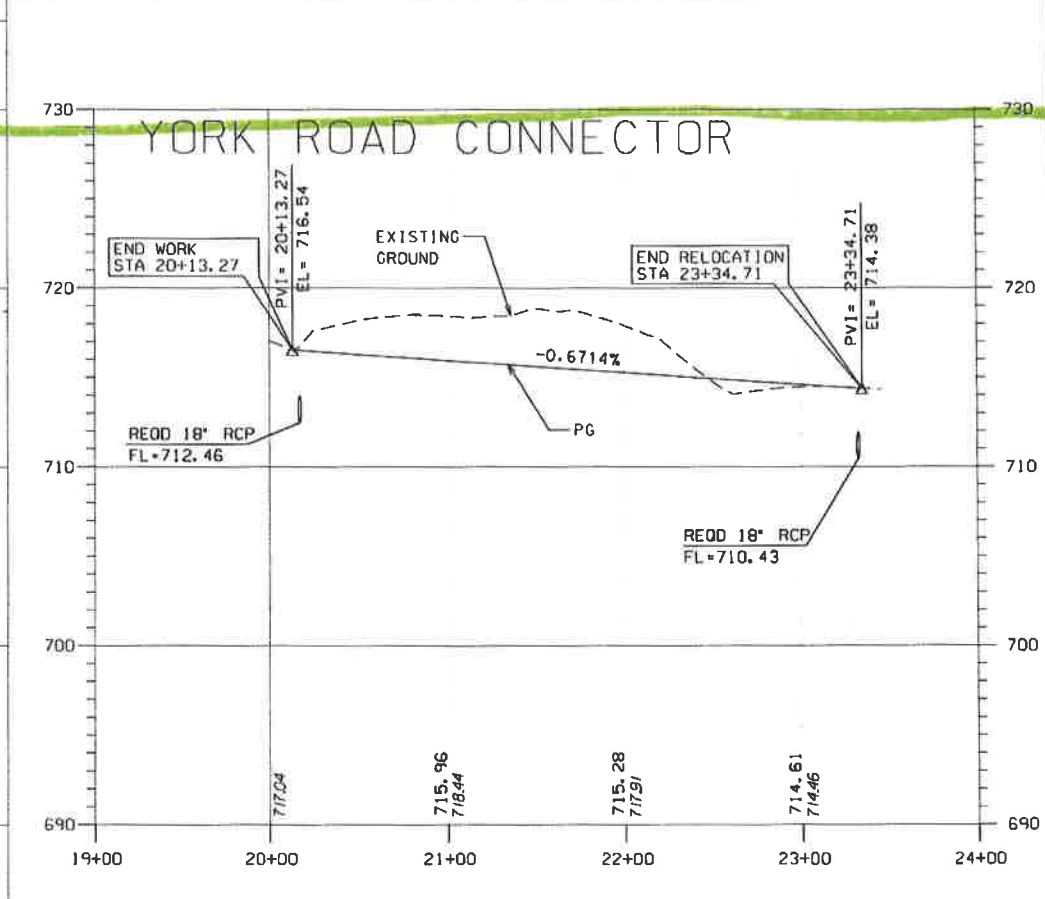
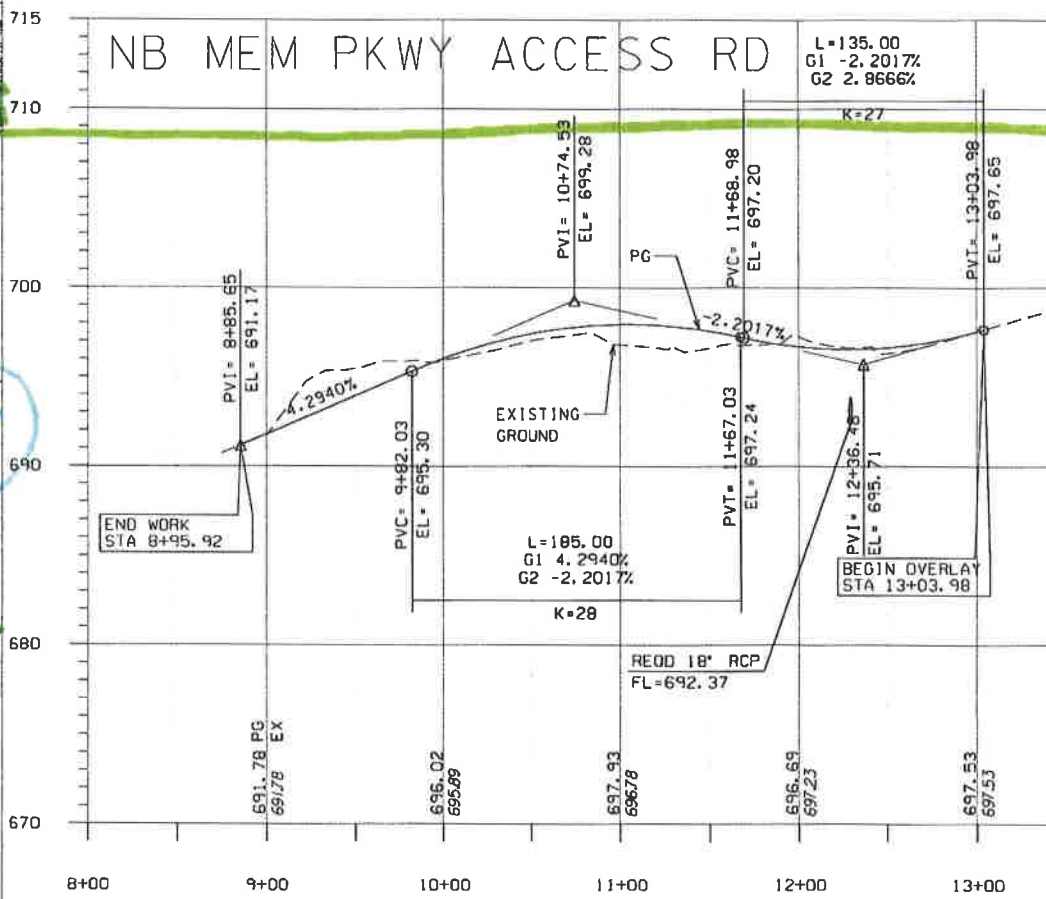
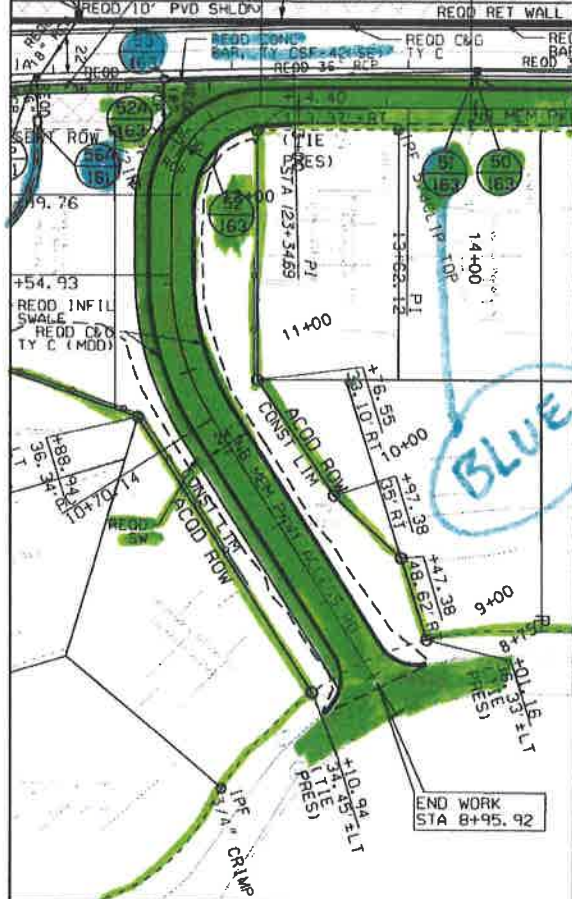
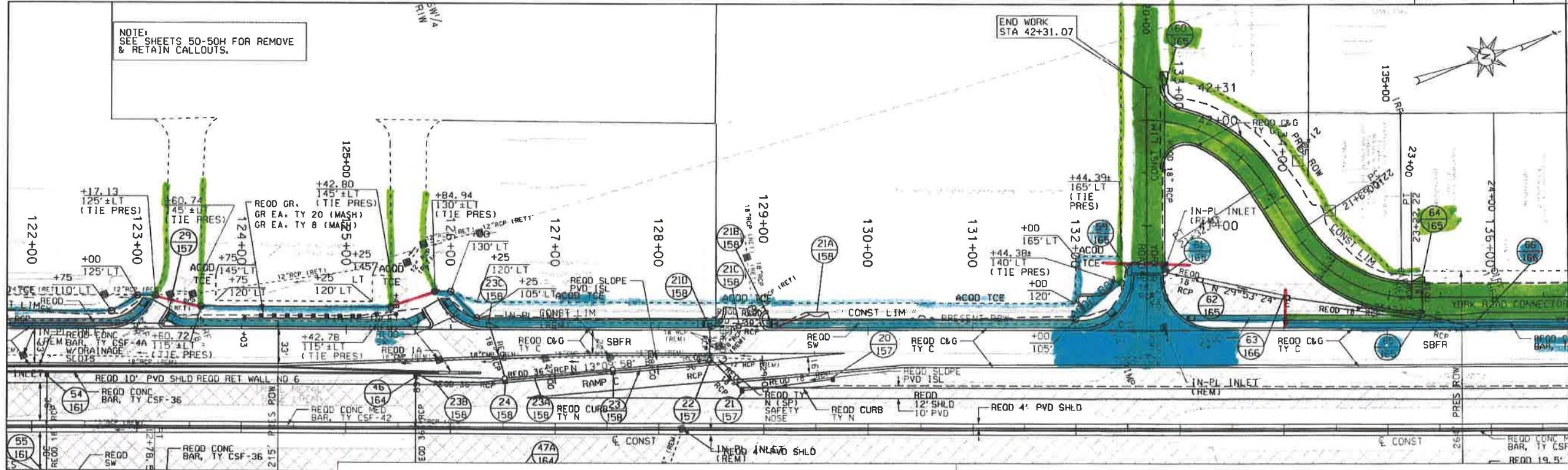


RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	VERT SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE				PLAN/PROFILE MASTIN LAKE RD	SR-1

STATES STWES \$USER NAMES \$\$\$DESIGN FILE SPECIFICATION\$\$\$

PLAN/PROFILE EXHIBIT C

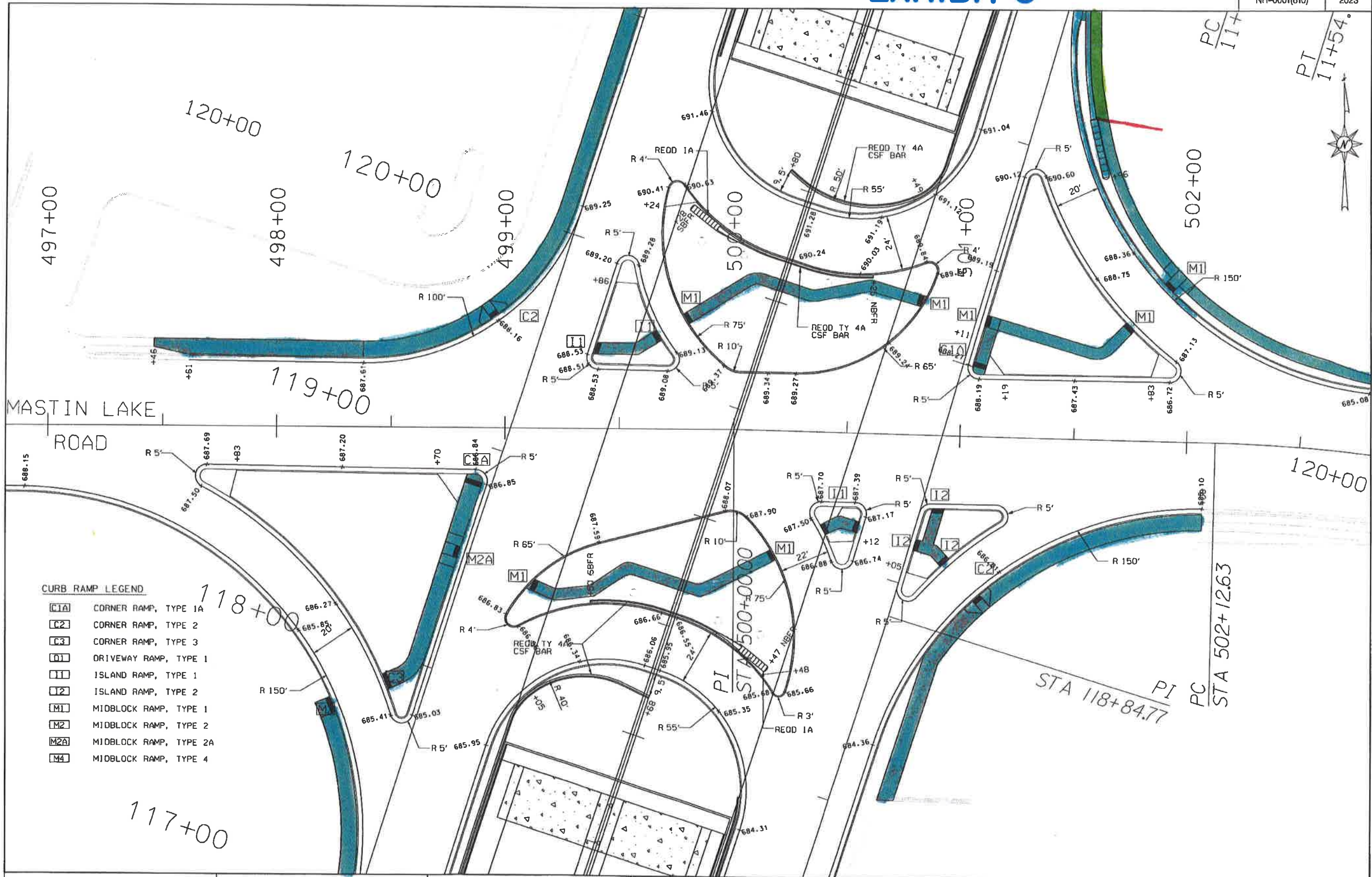
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
NH-0001(610)	2023	13



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	VERT SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE				PLAN/PROFILE NB MEM ACCESS ROAD & YORK ROAD CONNECTOR	SR-1

PAVING LAYOUT EXHIBIT C

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
NH-0001(610)	2023	16A



- CURB RAMP LEGEND**
- C1A CORNER RAMP, TYPE 1A
 - C2 CORNER RAMP, TYPE 2
 - C3 CORNER RAMP, TYPE 3
 - D1 DRIVEWAY RAMP, TYPE 1
 - I1 ISLAND RAMP, TYPE 1
 - I2 ISLAND RAMP, TYPE 2
 - M1 MIDBLOCK RAMP, TYPE 1
 - M2 MIDBLOCK RAMP, TYPE 2
 - M2A MIDBLOCK RAMP, TYPE 2A
 - M4 MIDBLOCK RAMP, TYPE 4