



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/9/2026

File ID: TMP-7149

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Preliminary Engineering, Right-of-Way, Utility and Construction Agreement between the City of Huntsville and Alabama Department of Transportation for Slaughter Road at Madison Boulevard, Project No. 71-25-TI01 & ALDOT Project No. STHV-4514(254), Supplemental Agreement #1.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-ALDOT003-

City Cost Amount: \$1,075,000.00

Total Cost: \$ 5,375,000.00

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:

Supplemental Funding Agreement No. 1 between the ALDOT and the City for Slaughter Road and Madison Boulevard Intersection Improvements to include an allocation of Federal Highway Infrastructure Program (HIP) funds. Resulted in a decrease of MPO funding towards the project cost.

RESOLUTION NO. 26-

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 Preliminary Engineering, Right-of-Way, Utility and Construction Agreement between the City of Huntsville and Alabama Department of Transportation for Slaughter Road at Madison Boulevard, Project No. 71-25-TI01 & ALDOT Project No. DEMO-STPHV-4514(254), Supplemental Agreement #1, 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 "Preliminary Engineering, Right-of-Way, Utility and Construction Agreement between the City of Huntsville and Alabama Department of Transportation for Slaughter Road at Madison Boulevard, Project No. 71-25-TI01 & ALDOT Project No. DEMO-STPHV-4514(254), Supplemental Agreement #1," consisting of a total of four (4) pages, and the date of July 9, 2026, 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 9th day of July, 2026.

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

APPROVED this the 9th day of July, 2026.

Mayor of the City of Huntsville,
Alabama

**PRELIMINARY ENGINEERING,
RIGHT-OF-WAY, UTILITY
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF HUNTSVILLE
Madison County**

Project No. STPHV-4514(254)

CPMS Ref#100062240

Project No. DEMO-4514(254)

CPMS Ref# 100062253 & 100062254

Project No. DEMO-STPHV-4514(254)

CPMS Ref# 100062255

Supplemental Agreement No. 1

PART ONE (1): INTRODUCTION

This Supplemental 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.

WHEREAS, the STATE and the CITY desire to cooperate in the intersection improvements on Slaughter Rd. at Madison Blvd. to include additional turn lanes and signals; Project# STPHV-4514(254); CPMS Ref# 100062240; DEMO-4514(254); CPMS Ref# 100062253 and 100062254; Project# DEMO-STPHV-4514(254); CPMS Ref# 100062255.

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 16th day of January 2025, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated January 16, 2025, be and the same is hereby amended in the following respect:

1. The description of the foregoing Agreement is hereby amended to read as follows:
Intersection improvements on Slaughter Rd. at Madison Blvd. to include additional turn lanes and signals.

2. Part 2, paragraph A of the foregoing Agreement is hereby amended to read as follows:
The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$3,500,000.00 Federal Highway Infrastructure Program (HIP) Funds. The project will be limited to \$800,000.00 Federal MPO funds unless the Huntsville Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Huntsville Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. Indirect costs will be applied only to the Federal HIP funds of this project. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

3. Part 2, paragraph B of the foregoing Agreement is hereby amended to read as follows:
The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Huntsville Area Dedicated)	\$ 300,000.00
City Funds	\$ 75,000.00
TOTAL	\$ 375,000.00

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
Federal HIP Funds	\$ 400,000.00
City Funds	\$ 100,000.00
TOTAL (Incl Indirect Costs)	\$ 500,000.00

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal HIP Funds	\$ 400,000.00
City Funds	\$ 100,000.00
TOTAL (Incl CE&I & Indirect Costs)	\$ 500,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HIP Funds	\$ 2,700,000.00
City Funds	\$ 675,000.00
STP Funds (Huntsville Area Dedicated)	\$ 500,000.00
City Funds	\$ 125,000.00
TOTAL (Incl CE&I & Indirect Costs)	\$ 4,000,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

4. 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.
5. All other and remaining terms of the Agreement of January 16, 2025 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Huntsville, Alabama

ATTEST:

By: _____
As Mayor (Signature)

By: _____
Clerk (Signature)

Tommy Battle
Print Name of Mayor

Shaundrika Edwards
Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Derrick R. Wilson, P.E.
North Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA