

RESOLUTION NO. 2024-07

**AGREEMENT WITH ALABAMA DEPARTMENT OF
TRANSPORTATION (ALDOT) FOR PROJECT# TAPUC-TA23(930);
CPMS REF# 100076084 AND 100075870, SIDEWALK
IMPROVEMENTS**

BE IT RESOLVED, by the Town of Magnolia Springs as follows:

That the Town enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Sidewalk improvements along Gates Ave. from east of the Magnolia Springs Volunteer Fire Department to Magnolia Springs Hwy., along Magnolia Springs Hwy. from Gates Ave. to School St., along School St. from Magnolia Springs Hwy. to Magnolia Ave., along Magnolia Ave. from School St. to US-98, and along Camelia Ave. from Magnolia Ave. to Magnolia Springs Hwy.
Project # TAPUC-TA23(930); CPMS Ref# 100076084 and 100075870.**

Which agreement is before this Council, and that the agreement be executed in the name of the Town, by the Mayor for and on its behalf and that it be attested by the Town Clerk and the official seal of the Town be affixed thereto.

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 file by the Town.

Adopted this 23rd day of April 2024.



Ross Houser, Mayor

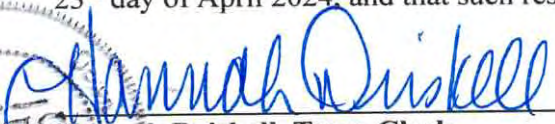
ATTEST:



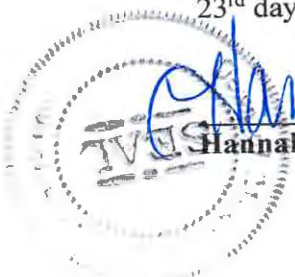
Hannah Driskell, Town Clerk



I, the undersigned qualified and acting Clerk of the Town of Magnolia Springs, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Town named therein, at a regular meeting of such Council held on the 23rd day of April 2024, and that such resolution is on file in the Town Clerk's Office.



Hannah Driskell, Town Clerk



**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
TOWN OF MAGNOLIA SPRINGS
Baldwin County**

**Project No. TAPUC-TA23(930)
CPMS Ref# 100076084 & 100075870
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 Town of Magnolia Springs, Alabama, hereinafter referred to as the TOWN.

WHEREAS, the STATE and the TOWN desire to cooperate in the sidewalk improvements along Gates Ave. from east of the Magnolia Springs Volunteer Fire Department to Magnolia Springs Hwy., along Magnolia Hwy. from Gates Ave. to School St., along School St. from Magnolia Hwy. to Magnolia Ave., along Magnolia Ave. from School St. to US-98, and along Camilia Ave. from Magnolia Ave. to Magnolia Hwy. Project# TAPUC-TA23(930); CPMS Ref# 100076084 and 100075870.

WHEREAS, the STATE and the TOWN entered into an “Agreement for a Transportation Alternatives Project” for the above referenced project, on the 25th day of January 2023; and

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 25th day of January 2023, 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 25, 2023 be and the same is hereby amended in the following respect:

1. The Project description is hereby amended to read as follows:

Sidewalk improvements along Gates Ave. from east of the Magnolia Springs Volunteer Fire Department to Magnolia Springs Hwy., along Magnolia Hwy. from Gates Ave. to School St., along School St. from Magnolia Hwy. to Magnolia Ave., along Magnolia Ave. from School St. to US-98, and along Camilia Ave. from Magnolia Ave. to Magnolia Hwy.

2. Page 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
Federal TAP Funds	\$ 42,400.00
Town Funds	\$ 10,600.00

TOTAL	\$ 53,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 487,224.80
Town Funds	\$ 121,806.20

TOTAL (Incl CE&I)	\$ 609,031.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the TOWN 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 TOWN relating to this project which is determined to be ineligible for reimbursement by the 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 TOWN.

3. 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.
4. All other and remaining terms of the Agreement of January 25, 2023 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.

ATTEST:

Town of Magnolia Springs, Alabama

By: Hannah Driskell

Town Clerk (Signature)

By: [Signature]

As Mayor (Signature)

Hannah Driskell

Type Name of Clerk

Ross Houser

Type Name of Mayor

(AFFIX SEAL)

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

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest 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