

HUNTSVILLE AREA
TRANSPORTATION STUDY
AGREEMENT

AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE HUNTSVILLE URBANIZED AREA

BETWEEN THE

COUNTY OF MADISON

AND THE

CITIES OF HUNTSVILLE, MADISON, TRIANA, AND OWENS CROSS ROADS

AND THE

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AND THE

STATE OF ALABAMA HIGHWAY DEPARTMENT

APRIL , 1976

An Agreement concerning a Transportation Planning Process for the
Huntsville Urbanized Area between the County of Madison,
hereinafter referred to as COUNTY;
the cities of Huntsville, Madison, Triana, and Owens Cross Roads;
hereinafter referred to as CITIES;
the Top of Alabama Regional Council of Governments;
hereinafter referred to as A-95 AGENCY;
and the State of Alabama Highway Department,
hereinafter referred to as DEPARTMENT.

WHEREAS, Section 134, Title 23, U. S. C., and Section 1604 of Title 49,
U. S. C., requires a continuing, cooperative, and comprehensive planning pro-
cess covering all modes of surface transportation to be carried on by the
states and the governing bodies of local communities, and

WHEREAS, the U. S. Department of Transportation, Federal Highway Adminis-
tration, and Urban Mass Transportation Administration issued Rules and Regu-
lations on September 17, 1975, relative to Urban Transportation Planning and
Transportation Improvement Program in urbanized areas, and

WHEREAS, the Rules and Regulations relative to Urban Transportation Plan-
ning and Transportation Improvement Program issued by U. S. Department of
Transportation on September 17, 1975, requires the Governor to designate the
Metropolitan Planning Organization.

NOW, THEREFORE, it is hereby agreed as follows.

The parties to this agreement agree to cooperatively support and con-
tinue the comprehensive Huntsville Area Transportation Planning Process, here-
inafter referred to as the "3C PROCESS"; and

The City of Huntsville agrees to and accepts the responsibility for the coordination of the 3C PROCESS, and further agrees to provide the local coordination necessary for all of the member governmental units and agencies as needed to achieve a comprehensive transportation planning program; and

The City of Huntsville reaffirms and accepts the designation as the recipient of Transportation Planning Funds as provided in Section 112 of the Federal-aid Highway Act of 1973; and

FURTHERMORE, it is understood by the COUNTY, CITIES, A-95 AGENCY, and DEPARTMENT that an unwillingness to participate in the 3C PROCESS may result in the Secretary of Transportation refusing to approve Federal-aid Funds for surface transportation within the area defined by law (the Federal-aid urban boundary) as established by the Metropolitan Planning Organization with concurrence of the DEPARTMENT and the Federal Highway Administration; and

IT IS agreed and further understood by the parties to this agreement that by execution of this agreement upon and on behalf of the State, the Governor designates the following as the Metropolitan Planning Organization for the Huntsville Urbanized Area: Chairman, Madison County Commission; Mayor, City of Huntsville and one member of the Huntsville City Council to be selected by the Huntsville City Council; Mayor, City of Madison; Mayor, City of Owens Cross Roads; Mayor, Town of Triana; Executive Director, A-95 Agency (non-voting); Division Engineer, State of Alabama Highway Department (voting member); Division Administrator, Federal Highway Administration (non-voting); and Urban Planning Engineer, Alabama Highway Department (non-voting).

IT IS agreed that overall direction of the 3C PROCESS shall be a function of the Metropolitan Planning Organization as previously identified herein.

The responsibilities of the Metropolitan Planning Organization shall be as follows:

1. To organize and elect a Chairman, Vice-Chairman, Secretary, and establish its rules of procedure and bylaws.
2. To appoint members of Technical and Citizens' Advisory Committees.
3. To appoint a Transportation Planning Process Coordinator.
4. To take official action on Technical and Citizens' Committees recommendations and other matters pertaining to furthering the planning process.
5. To adopt transportation goals and objectives to guide the Huntsville Area Transportation Planning Process.
6. To adopt a Transportation Improvement Program that is updated annually.
7. To adopt plans and submit said plans and recommendations to participating agencies and obtain resolutions of adoption from governing bodies.
8. To establish transportation study area boundary.

Responsibilities of the Technical Committee, consisting of technical personnel of operating agencies represented on the Metropolitan Planning Organization and other agencies (including private, when and if applicable) responsible for or affected by, implementation of the transportation plans and programs, shall be as follows:

1. Analyze and recommend technical methods, procedures and standards to further the transportation planning process to the Metropolitan Planning Organization.
2. Help coordinate work of operating departments and agencies participating in the study.
3. Analyze and recommend alternate transportation plans and programs to the Metropolitan Planning Organization.

IT IS further agreed that the Metropolitan Planning Organization will appoint and affirm its designated representatives to the Technical Committee within 30 days following execution of this agreement.

IT IS further agreed that a representative Citizens' Advisory Committee will have the following responsibilities:

1. Reviewing and responding to local transportation plans prepared for the area.
2. Assessing the local areawide transportation and transportation related needs as perceived by area residents.
3. Initiating actions related to providing area residents the opportunity to input individual, group, private, and semi-private ideas, suggestions, needs, and concepts for consideration and recommendation to the Metropolitan Planning Organization and/or Technical Coordinating Committee involved in the transportation planning process.
4. Objectively assessing the social, economic, and physical impact within the area of all transportation plans submitted by the Metropolitan Planning Organization or Technical Coordinating Committee.
5. Assisting the transportation planning staff, where possible, in the development of specific program solutions to areawide needs as identified through community research and public meetings.

IT IS further agreed that the Metropolitan Planning Organization will appoint and affirm its designated representatives to the Citizens' Advisory Committee within 30 days following execution of this agreement.

IT IS further agreed that the Transportation Planning Process Coordinator will have the following duties and responsibilities:

1. Responsible to Metropolitan Planning Organization for coordination of the study.
2. Act as liaison between the parties to this agreement and assist in various phases of the study.
3. Responsible for informing the general public through the Citizens' Advisory Committee.
4. Arrange meetings and set agenda for the Metropolitan Planning Organization.
5. Arrange meetings and set agenda for the Technical Coordinating Committee.
6. Assist in arranging meetings and setting agenda for the Citizens' Advisory Committee.
7. Responsible for developing a Unified Work Program for submission on a regular basis.
8. Responsible for maintaining a current Prospectus.
9. Responsible for developing and distributing an annual report to the general public.
10. Present suggested changes of the Transportation Plan to the Metropolitan Planning Organization and others, as appropriate, for their consideration and adoption.

IT IS agreed that a Prospectus and a Unified Work Program will be developed and/or revised, as required, by the 3C Process Coordinator and adopted by the Metropolitan Planning Organization, which will outline in detail the specific responsibilities and services of the applicable CITIES, COUNTY, A-95 AGENCY, and DEPARTMENT.

IT IS envisaged that the DEPARTMENT will determine future trip patterns, based on the socio-economic and land use data furnished by the CITIES and/or

COUNTY and allocate this traffic to the principal street system as a guide in developing plans and programs.

IT IS envisaged that in general the CITIES and/or COUNTY will monitor changes in at least the following items as the need is determined by the Metropolitan Planning Organization:

1. Socio-economic and land use data, by traffic analysis zone.
2. Railroad transportation needs and requirements.
3. Air transportation needs and requirements.
4. Public transit needs and requirements.
5. Bikeways and pedestrian needs and requirements.

IT IS envisaged that the CITIES and COUNTY will request the City of Huntsville to accomplish the technical transportation planning requirements, including the monitoring of the above items within the Transportation Planning Process Area.

IT IS agreed that the participating agencies will cooperate in all phases of the 3C PROCESS which require joint effort of all participants.

The A-95 AGENCY joins in this decision for the purpose of assuring and providing a procedure for the A-95 review process in accordance with established and required procedure, and for the purpose of providing coordination between the Metropolitan Planning Organization (MPO) and the A-95 AGENCY. In order to insure proper coordination with areawide requirements during the 3C PROCESS, the Executive Director of the A-95 AGENCY shall be a non-voting member of the Metropolitan Planning Organization and shall be entitled to join in any discussion on any matter before the Metropolitan Planning Organization, and shall be notified of all meetings of said committee in the same manner as other members.

IT IS envisaged that the representation of the Metropolitan Planning Organization, as set by this agreement, and the Board of Directors of the A-95 AGENCY will continually overlap to ensure coordination of the 3C PROCESS and areawide plans.

IT IS further envisaged that the Executive Director of the A-95 AGENCY as a member of the Technical Committee will review proposed programs and projects of the 3C PROCESS and comment on relationship to areawide planning.

IT IS agreed that the base data, statistics and projections developed by the A-95 AGENCY for areawide comprehensive planning will be available to the City of Huntsville for determining socio-economic and land use data within the Huntsville Area Transportation Study.

IT IS further agreed that cooperative arrangement for shared planning resources for the 3C PROCESS will be coordinated by the Transportation Planning Process Coordinator and the Executive Director of the A-95 AGENCY.

The A-95 AGENCY will perform the A-95 functions in accordance with required procedure and the regulations of the Office of Management and Budget, U. S. Government, concerning the plans of the Metropolitan Planning Organization.

IT IS agreed that the agreement executed between the City of Huntsville and the State of Alabama Highway Department dated the 3rd day of September, 1963, is hereby made null and void.

IT IS further agreed that this agreement may be terminated by any party giving the other parties written notice six (6) months in advance of the termination date. Such notice to be given by registered mail. The termination date shall be construed as that date six months hence from date of delivery.

IT IS further agreed that this agreement shall remain in full force and effect upon the succeeding State Administrations providing the succeeding State Administration does not advise the CITIES, COUNTY, and A-95 AGENCY by letter within thirty (30) days after assuming office that this agreement is not being continued.

Nothing shall be construed under the terms of this agreement by the CITIES, COUNTY, A-95 AGENCY, or the State that shall cause any conflict with Title 23, Section 15(1) of the Laws of the State of Alabama (7/24th Law).

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

ATTEST:

E. E. Quick
Clerk

COUNTY OF MADISON

James R. Reed
Chairman

ATTEST:

Bobby C. Keelley
Clerk

CITY OF HUNTSVILLE

Joe W. Davis
Mayor

ATTEST:

Matthew H. Hapley
Clerk

CITY OF MADISON

Bruce G. Wilbanks
Mayor

ATTEST:

Barth Foster
Clerk

CITY OF TRIANA

Clyde Foster
Mayor

ATTEST:

Marvin E. Glover
Clerk

CITY OF OWENS CROSS ROADS

C. W. Dwyer
Mayor

ATTEST:

Richard L. Cuyler
Secretary

TOP OF ALABAMA REGIONAL COUNCIL
OF GOVERNMENTS

Sam Hunt II
President, -A-95 Agency

RECOMMENDED:

John L. Minner
Chief, Bureau of Urban Planning

WITNESS:

Earline C. Strickland

APPROVED AS TO FORM AND LEGALITY

Chief Counsel
Alabama Highway Department

ALABAMA HIGHWAY DEPARTMENT

Ray W. Bass
Highway Director

The within and foregoing agreement is hereby approved on this 14th
day of June, 1976.

George C. Wallace
Governor
State of Alabama

ATTEST:

Mrs. Agnes Baggett
Secretary of State