CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Through: Chandra Nicholson, Economic Development and Planning Director

Date: December 20, 2013

Subject: MDOT Adopt an Interchange Agreement for I-10 at Exit 61

REQUEST:

The Economic Development and Planning Department requests authorization to enter into an Adopt an Interchange Agreement with the Mississippi Department of Transportation (MDOT) for the I-10 interchange at Exit 61 (Gautier-Vancleave Road).

BACKGROUND:

The City of Gautier has previously expressed interest to MDOT regarding the construction of a Park and Ride Facility at this location for the convenience of the commuting public. The City is also interested in improving the aesthetics of this section of the Federal Highway within the city limits.

DISCUSSION:

The attached Adopt an Interchange Agreement outlines MDOT's and the City's responsibilities. The City will be responsible for litter control in the area as well as funding for the planting and continued maintenance of sod, shrubs, and other fauna. The City will also be responsible for the maintenance and monitoring of a Park and Ride Facility. See the attached document for details.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize entering into the attached Adopt an Interchange Agreement with the Mississippi Department of Transportation for the interchange listed above.

The City Council may:

1. Approve the Adopt an Interchange Agreement with the Mississippi Department of Transportation as presented above;
2. Approve the Adopt an Interchange Agreement with the Mississippi Department of Transportation with changes; or
3. Disapprove entering into the proposed Adopt an Interchange Agreement.

ATTACHMENT(S):

MDOT Adopt an Interchange Agreement

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

December 3, 2013

Ms. Samantha Abell
City Manager
3330 Highway 90
Gautier, MS 39553

Re: Adopt an Interchange Agreement for I-10 at Exit 61 (Gautier Vancleave Road)

Dear Ms. Abell,

Please find the attached Adopt an Interchange Agreement for the above referenced area. As previously discussed, MDOT will begin the process to construct the park and ride facility the city is interested in. The Adopt an Interchange Agreement encompasses all the request the city has previously submitted. Permitting is still required once the city determines what type of vegetation the city is interested in planting while still meeting safety requirements. I have also talked with Ms. Chandra Nicholson concerning this area for aesthetic improvement.

Please sign all the agreements and attach the council minutes to them. Return both agreements to me for the Commission to approve. Upon approval, I will mail the city an original for your records.

Sincerely,

Kelly Castleberry, P.E.
District Engineer

ADOPT AN INTERCHANGE AGREEMENT

This Agreement is made and entered into by and between the MISSISSIPPI TRANSPORTATION COMMISSION ("COMMISSION"), acting through the duly-authorized Executive Director of the Mississippi Department of Transportation, and the CITY OF Gautier ("CITY"), effective as of the date of latest execution shown below, and shall remain in effect until canceled by one of the parties as provided below.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY desires to make certain improvements to the aesthetic beauty of Federal Highway inside the City Limits, including Interstate 10 at the Gautier Vancleave Road; designated as being from station 782+00 to station 810+00 Interstate 10, as shown in aerial picture on Exhibit "A", attached to and made a part of this Agreement; and

WHEREAS, the CITY agrees to assume all responsibility for the safety of its employees and volunteers working in the said areas, and further agrees to save the COMMISSION harmless on all claims arising from work performed under this Agreement; and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 65-1-85 MCA, 1972, and is desirous of so doing.

NOW THEREFORE, for and in consideration of the stated premises and of the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE COMMISSION SHALL:

1. Grant unto the CITY a non-exclusive right of ingress and egress upon the right-of-way between the shoulder lines and the right-of-way lines on both sides of the roadway, including the median area.

2. Retain the specific right to enter upon the above-stated areas to maintain and perform work commensurate with good highway and road maintenance practices.

3. Retain all maintenance rights, duties, and responsibilities within the areas from shoulder line to shoulder line, including the roadway, shoulders, drainage, storm drains, signing, and striping.

4. Retain all rights and responsibilities for control of access, outdoor advertising, and other uses of the highway right-of-way other than those specifically granted to the CITY.

THE CITY SHALL:

1. Provide all funds necessary for the initial planting and continual maintenance, including mowing of all sod and litter control, on the entire right-of-way of said highways.

2. Provide all funds necessary for the initial planting and continual maintenance of shrubs and other types of flora on said highways.

3. Provide equipment and labor necessary for mowing, edging, trimming sod and perform same within the right-of-way of said highways, and provide for trimming of all bushes, trees, and shrubs. Said services will be provided in a manner and at such times so as not to create a hazardous condition or restrictions to the traveling public.

4. Purchase any and all fertilizer, seed, additional labor, or equipment necessary for proper maintenance within the limits specified.

5. Provide work area signing in accordance with current standards set out in the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

6. Submit to the COMMISSION's designated agent for approval, the type and location of all flowers, shrubs, bushes, etc. prior to planting.

7. Assume all maintenance and operation of roadway/interchange lighting including high mast and low mast lighting systems. (City Request August 2010)

8. Assume the maintenance and monitoring of a Park and Ride Facility located within the interchange. (City Request November 2013)

9. Assume total responsibility for the safety and liability of its operations within the limits described, and shall hold the COMMISSION harmless on any and all claims arising from work performed under this Agreement.

10. Submit to the COMMISSION's designated agent for approval a copy of any proposed contract with any individual, company, or firm which the CITY desires to employ to carry out its obligations under this Agreement prior to its execution.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights not specifically conveyed herein are retained by the COMMISSION.

2. That the COMMISSION reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the CITY under this Agreement .

3. That the COMMISSION executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, the CITY executes all of its orders and directives through the office of the Mayor. All notices and correspondence with the CITY shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

COMMISSION:

Mr. Kelly Castleberry
District Engineer
P.O. Box 551
Hattiesburg, MS 39403
Telephone: 601-544-6511
Facsimile: 601-544-0227

CITY:

Ms. Samantha Abell
City Manager
3330 Highway 90
Gautier, MS 39553
Telephone: 228-497-8000
Facsimile: 228-497-8028

4. That this Agreement may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the COMMISSION an unsafe condition exists, in which situation, this Agreement may be terminated without prior notice.

Authorized by the Commission on the _____ day of _____, 20____ Minute Book _____, at Page _____ and executed this _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

_____
EXECUTIVE DIRECTOR

Authorized by the Board of Aldermen of the City of _____, on the _____ day of _____, 20____, per Order found in Minute Book _____, at Page _____ and executed this the _____ day of _____, 20____.

CITY OF Gautier

BY _____
Samantha Abell
CITY MANAGER

ATTEST:

_____
City Clerk

Adoptint1.DOC/K:\maint/W/forms
REVISED 12/03/13 8:49 AM

N
Proposed Park & Ride
Exit 11
I-10