

M2020-05A

May 4, 2020

Special Meeting

Meeting called to order by Mayor Bates on Monday, May 4, 2020 at 7:03 P.M.

Roll call by Clerk Keirstyn Maxwell. Bud Reed, not present.

Mayor called for any public comments, there were none.

Approval of minutes from April 20, 2020 meeting. Motion to approve by Jimbo Quick, second by Donald Gunter. Approved 5-0.

Mayor asked permission to pay utility installation fees in the amount of \$899. Motion to approve by Jimbo Quick, second by Don Bates. Approved 5-0

Council discussed Town Hall and Farmers Market site plan report.

Mayor Bates presented RESOLUTION NO. 2020 – 003 PARTICIPATION IN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNALS. Motion to approve by Donald Gunter, second by Bruce Bentley. Approved 5-0.

Mayor Bates presented RESOLUTION NO. 2020 – 004 TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH CITY OF CULLMAN. Motion to approve by Donald Gunter, second by Bruce Bentley. Approved 5-0

Council discussed Clerk's terms of employment, Clerk's regular hours will be 6 hours a day, 4 days a week on the days of Monday, Wednesday, Friday, Saturday.

Councilman Bruce Bentley made to motion to raise Clerk's rate of pay 20% effective June 01,2020, Second by Donald Gunter. Approved 5-0.

Mayor Bates asked permission to purchase mailbox for Town Hall in the amount not to exceed \$500. Motion by Donald Gunter, second by Bruce Bentley. Approved 5-0.

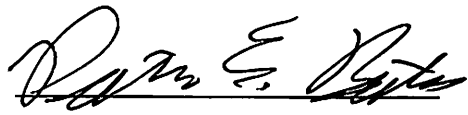
Mayor Bates asked permission to make purchases from Eva Surplus to furnish Town Hall in the amount not to exceed \$1,000. Motion by Jimbo Quick, second by Bruce Bentley. Approved 5-0.

In Other Business, Council agreed that the Town Clerk will work on an as needed basis until the end of May.

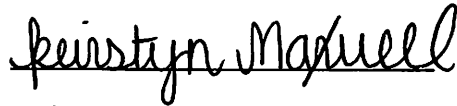
Motion to adjourn by Bruce Bentley, second by Jimbo Quick. Approved 5-0.

Adjourned at 7:45 PM.

The next meeting of the Berlin Town Council will be Monday, May 18, 2020 at the Berlin Community Center.

A handwritten signature in cursive script, appearing to read "Bruce E. Bentley", written over a horizontal line.

Mayor

A handwritten signature in cursive script, appearing to read "Keirstyn Maxwell", written over a horizontal line.

Attest

AGENDA

Town of Berlin Council Meeting

May 4, 2020 – 7:00 PM

Call to Order

Invocation

Pledge

Roll call

Public comments

Approval of minutes of April 20, 2020 meeting

Site plan – report

Farmers Market

Resolutions

Utilities

Clerk's terms of employment

Other business

Adjournment

M2020-04

April 20, 2020

Regular Meeting

Meeting called to order by Mayor Bates on Monday, April 20, 2020 at 7:01 P.M.

Roll call by Clerk Keirstyn Maxwell. All Council members present.

Mayor called for any public comments, there were none.

Approval of minutes from March 16, 2020 meeting. Motion to approve by Donald Gunter, second by Don Bates. Approved 6-0.

Approval of April invoices & payroll. Motion by Jimbo Quick, second by Bruce Bentley. Approved 6-0.

Mayor Bates presented RESOLUTION NO. 2020 – 002 PARTICIPATION IN COOPERATIVE MAINTENANCE AGREEMENT. Motion to approve pending Attorney review by Donald Gunter, second by Bruce Bentley. Approved 6-0.

Mayor Bates confirmed driveways for new Town Hall site are installed.

Mayor Bates presented quotes for septic to council.

Mayor Bates asked permission to hire Toney Elrod to install septic in the amount of \$5,254. Motion by Donald Gunter, second by Jimbo Quick. Approved 6-0.

Council discussed Farmers Market.

Mayor Bates asked permission to start road patching not to exceed \$5,000. Motion by Don Bates, second by Bud Reed. Approved 6-0.

Mayor Bates asked permission to hire Dustin Gilmore for the installation of foundation and footer for Town Hall. Motion to approve by Bud Reed, second by Don Bates. Approved 6-0.

Mayor asked permission to purchase gravel for Town Hall site from the County for the amount not to exceed \$7,500. Motion to approve by Bud Reed, second by Donald Gunter. Approved 6-0.

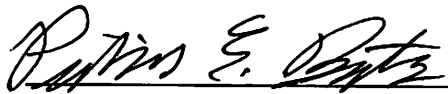
Council discussed water and electricity for Town Hall and Farmers Market site.

Council gave permission to purchase security cameras from Ubiquiti for the Town Hall and Farmers Market in the amount of \$1,500. Motion to approve by Donald Gunter, second by Bruce Bentley. Approved 6-0.

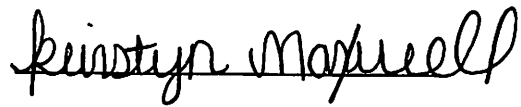
Motion to adjourn by Donald Gunter, second by Jimbo Quick. Passed 6-0.

Adjourned at 7:49 PM.

The next meeting of the Berlin Town Council will be May 18, 2020 at the Berlin Community Center.

A handwritten signature in cursive script, appearing to read "Martin E. Bantz", written over a horizontal line.

Mayor

A handwritten signature in cursive script, appearing to read "Kirstyn Maxwell", written over a horizontal line.

Attest

RESOLUTION NO. 2020 - 003
PARTICIPATION IN AGREEMENT FOR THE
OPERATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNALS

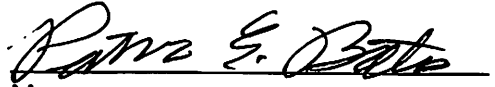
WHEREAS, the Town Council of the Town of Berlin, Alabama, has convened a special meeting at 7:00 PM on the 4th day of May 2020;

AND WHEREAS, the Town of Berlin, Alabama became responsible for the maintenance of county roads and associated public right of way within the municipal boundaries on the 1st day of May 2020;

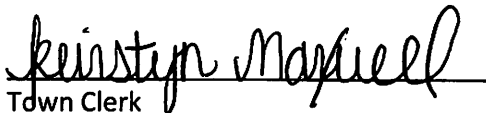
AND WHEREAS, the Alabama Department of Transportation requires municipalities to enter into agreements for the operation and maintenance of traffic control signals within municipal boundaries;

BE IT RESOLVED by the Town Council of the Town of Berlin, in the State of Alabama, that the Town of Berlin authorizes the Mayor to sign an agreement for the operation and maintenance of traffic control signals with the Alabama Department of Transportation for the signal located at the intersection of AL Hwy 74 / US Hwy 278 and County Road 747.

ADOPTED BY THE TOWN COUNCIL this the 4th day of May 2020.


Mayor

ATTEST:


Town Clerk

Region Tracking Number: NOT APPLICABLE Project Number: NOT APPLICABLE

Region: NR - Guntersville County: CULLMAN

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the TOWN OF BERLIN (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

AL-74/US-278 @ CR 747 [D&E]

- In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☒ MAINTAINING AGENCY will furnish and the ☐ STATE ☒ MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. ☐ Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. ☐ All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The ☒ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The ☐ COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. *OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".*} **NOTE – If more space is needed, please use continuation sheets.**

6-3 sec, 12" red/yellow/green ball

2-5 sec, 12" red/yellow/ green ball, yellow/green arrow

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____		SYSTEM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

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 of MAINTAINING AGENCY)

KEIRSTYN C. MAXWELL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 07-11-22

Town of Berlin
Legal Name of MAINTAINING AGENCY

Attest: Keirstyn Maxwell
(Seal or notary signature)

By: Dawn E. Bith
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

RESOLUTION NO. 2020 - 004
TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH CITY OF CULLMAN


WHEREAS, the Town Council of the Town of Berlin, Alabama, has convened a special meeting at 7:00 PM on the 4th day of May 2020;

AND WHEREAS, the Town of Berlin, Alabama became responsible for the maintenance of county roads and associated public right of way within the municipal boundaries on the 1st day of May 2020;

AND WHEREAS, the City of Cullman employs personnel authorized to maintain traffic signals;

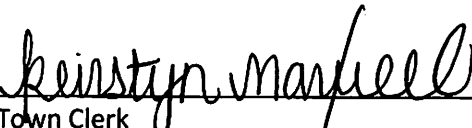
BE IT RESOLVED by the Town Council of the Town of Berlin, in the State of Alabama, that the Town of Berlin authorizes the Mayor to sign an agreement for the maintenance of traffic control signals with the City of Cullman for the signal located at the intersection of AL Hwy 74 / US Hwy 278 and County Road 747.

ADOPTED BY THE TOWN COUNCIL this the 4th day of May 2020.



Mayor

ATTEST:



Town Clerk

STATE OF ALABAMA)

COUNTY OF CULLMAN)

MAINTENANCE AGREEMENT

This Maintenance Agreement is made and entered into this 4th day of May, 2020 by and between The City of Cullman, Alabama, hereinafter referred to as "City" and Town of Berlin a municipality located in the County of Cullman, Alabama, hereinafter referred to as "Town" and collectively referred to as "Parties".

WHEREAS, Town has certain red lights, signal lights and/or caution lights hereinafter referred to as "traffic signals" located within Town's corporate limits; and

WHEREAS, Town does not have the ability to maintain its traffic signals; and

WHEREFORE, the City has agreed to maintain the traffic signals for the Town upon Town giving City reasonable notice of the need to service said traffic signals;

THEREFORE, in consideration of the mutual agreements hereinafter set forth, the Parties agree as follows:

1. Town contracts with City to maintain all the traffic signal lights within Town's corporate limits upon Town giving City reasonable notice of the need for such maintenance, replacement or improvement.

2. The City shall maintain signal lights in accordance with the U.S. Department of Transportation and Alabama Department of Transportation's minimum standards.

3. Town shall pay City for said service, labor, cost, material cost, equipment cost, and/or out of pocket expenses incurred by City for the maintenance, replacement or improvements to Town's signal lights.

4. Town acknowledges that City will be reasonable in its attention to performing maintenance after its receipt of notice for maintenance from Town and that City will perform maintenance during City's regular working hours. Town agrees that any response by City to any emergency requests will be subject to the availability of City's personnel to perform the said services. Town's traffic signal lights' needs are subordinate to the requirements of City's traffic light signals' maintenance and repair. Town further acknowledges City has similar agreements with other towns and cities within Cullman County and City shall, in its sole discretion, determine the order in which each town's lights are restored or repaired in the event of a common occurrence or event. Otherwise, repairs and maintenance shall be based on reporting time and traffic needs as determined by City.

5. Town hereby expressly agrees to indemnify and hold harmless City from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any connected with all work both present and future under said Maintenance Agreement and shall further indemnify and hold harmless City from any and all claims, loss, damage, injury, liability, cost, expense, judgment, defense cost, or any other liability real or imaginary from individuals, or any third party including the State of Alabama in any way connected with the maintenance as to loss of property, injury to persons or death of its employees, agents, servants, subcontractors and owners and/or its representatives.

6. Parties agree that this Agreement may be cancelled by either party upon giving seven (7) days' notice of such intent to the other party. Further, the Parties agree that cancellation of this Agreement shall not void any obligation owed by Town to City for maintenance, replacement or improvement provided to Town prior to City's receipt of such notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

CITY OF CULLMAN

BY: _____
ITS: _____

Kristyn Mayfield

TOWN OF Berlin

BY: Pat E. Beto
ITS: Mayor