

**AN AGREEMENT CONCERNING A  
TRANSPORTATION PLANNING PROCESS**

**FOR**

16 SEP 20 08:45

**THE GADSDEN URBANIZED AREA**

**BETWEEN**

**THE COUNTY OF**

**ETOWAH**

**AND**

**THE MUNICIPALITIES OF GADSDEN, ATTALLA, GLENCOE,  
SOUTHSIDE, REECE CITY, RAINBOW CITY, AND HOKES BLUFF**

**AND THE**

**EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT**

**COMMISSION**

**AND THE**

**STATE OF ALABAMA**

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Gadsden Urbanized Area between the County of Etowah,

hereinafter referred to as COUNTY;

the municipalities of Gadsden, Attalla, Glencoe, Southside, Reece City, Rainbow City, and Hokes Bluff;

hereinafter referred to as CITIES;

the East Alabama Regional Planning and Development Commission,

hereinafter referred to as COMMISSION;

and the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, section 134 of Title 23 of the United States Code and Chapter 53 Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning the metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing process for the Gadsden Urbanized Area, hereinafter referred to as the "3C PROCESS;" and
- (b) FURTHERMORE, it is understood by the parties to this Agreement 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 Gadsden Urbanized Area.
- (c) IT IS agreed and further understood by the parties of 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 (MPO) for the Gadsden Urbanized Area:
  - (1) The mayor of each of the municipalities within the transportation planning study area. These municipalities are:
    - City of Gadsden                      City of Reese City
    - City of Attalla                      City of Rainbow City
    - City of Glencoe                      City of Hokes Bluff
    - City of Southside
  - (2) The President of the Etowah County Commission
  - (3) Director of Engineering, City of Gadsden
  - (4) Director of Planning, City of Gadsden
  - (5) Transportation Planner, City of Gadsden
  - (6) North Region Engineer, State of Alabama Department of Transportation
  - (7) Transportation Planning Engineer, State of Alabama Department of

Transportation (non-voting)

- (8) Division Administrator, Federal Highway Administration (non-voting)
  - (9) Executive Director, East Alabama Regional Planning and Development Commission (non-voting)
  - (10) Mayor, City of Ohatchee (non-voting)
  - (11) The Chamber of Commerce, Gadsden and Etowah County (non-voting)
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
- (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws;
  - (2) Appoint members to the Technical Coordinating Committee, Citizens' Advisory Committees, Bicycle, Pedestrian and Greenways Advisory Committee;
  - (3) Take official action on Technical Coordinating Committee, Citizens' Advisory Committees and Bicycle, Pedestrian and Greenways Advisory Committee recommendations and other matters pertaining to furthering the planning process;

- (4) Set the transportation study area and Federal Aid urban area boundaries;
  - (5) Adopt transportation goals and objectives to guide the Gadsden Urbanized Area metropolitan planning process;
  - (6) Annually endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds for Fixing America's Surface Transportation (FAST) Act and other funding sources;
  - (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations;
  - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations; and
  - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical Coordinating Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
  - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials

necessary for the MPO endorsements; and

- (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.
- (d) IT IS further agreed that a representative of the Transportation Bicycle, Pedestrian and Greenways Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
  - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the City of Gadsden accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.
- (b) IT IS further agreed that the City of Gadsden accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the City of Gadsden will have the following duties and responsibilities:
  - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
  - (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Transportation Citizens' Advisory Committee, and Transportation Technical Advisory

Committee;

- (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
- (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
- (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
  - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and
  - (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the COMMISSION performs the functions required by the Office of Management and Budget Circular 2 CFR Chapter I, Chapter II, Part 200 et al. (Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement, and the Board of Directors of the COMMISSION will continually overlap to insure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS further envisioned that the Executive Director of the COMMISSION, as a non-voting member of the MPO, will review proposed programs and projects of the "3C PROCESS" and comment on their relationship to regional planning.

- (d) IT IS agreed that the base data, statistics, and projections developed by the COMMISSION for regional comprehensive planning will be available to the City of Gadsden for determining socio-economic and land use data within the Gadsden metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Etowah, the municipalities of Gadsden, Attalla, Glencoe, Southside, Reece City, Rainbow City, Hokes Bluff, East Alabama Regional Planning and Development Commission, and the State of Alabama acting by and through the Alabama Department of Transportation Planning entered into on July 10, 2015, is hereby made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTY, the CITIES, and the COMMISSION, by letter within thirty (30) days after assuming office that this Agreement has been discontinued.
- (d) Nothing shall be construed under the terms of this Agreement by the COUNTY, the CITIES, the COMMISSION, or the STATE that will cause any conflict with Section 23-1-63, Code of Alabama 1975 (7/24<sup>th</sup> Law).
- (e) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. 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 Ala. 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 the (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.

- (f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their 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 CITIES, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of 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

CITIES, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES, their agents, servants, representatives or employees, or anyone for whose acts the CITIES may be liable.

- (g) To the fullest extent permitted by law, the COMMISSION shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its officers, officials, agents, servants, employees and/or facilities, in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, caused by or as a result of, but only to the extent caused in whole or in part by alleged or proven deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, or misexpenditure of any source of funding, compensation or reimbursement or by negligent acts or omissions of the COMMISSION, anyone directly or indirectly employed by the COMMISSION or anyone for whose acts the COMMISSION may be liable, regardless of whether such claim, damage, loss or expense is caused part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

- (h) By entering into this Agreement, the COUNTY, the CITIES, and the COMMISSION are not agents of the STATE, its officers, employees, agents or assigns. The COUNTY, the CITIES, and the COMMISSION are independent entities from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (i) 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.
- (j) Notwithstanding any provision of this Agreement to the contrary, the parties agree that any safety data or information protected by 23 U.S.C. §§ 148 (h)(4) and 409 and State law shall be confidential. The parties agree that all crash and traffic data used by the parties for or in transportation improvement plans, highway safety improvement programs and strategic highway safety plans will not be disclosed to third parties without the express written permission of ALDOT. The parties agree that the data shall not be referenced, disclosed, discussed or otherwise made public. The provision of the above data by ALDOT shall not be considered a waiver of 23 U.S.C. §§ 148 (h)(4) and 409 or State precedent. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. If the data in any form should be disclosed, released or published in any manner without the

consent of ALDOT or should an attempt be made to use the data in an action for damages against the parties, their officials or employees. then access to the data shall terminate immediately. ALDOT expressly reserves its right under 23 U.S.C. §§ 148 (h)(4) and 409 and State precedent to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

Karen L. Betaw  
Clerk

ETOWAH COUNTY COMMISSION  
[Signature]  
President

ATTEST:

Ava Nelson  
Clerk

CITY OF GADSDEN  
[Signature]  
Mayor

ATTEST:

Ava Nelson  
Clerk

CITY OF GADSDEN  
[Signature]  
Director of Engineering

ATTEST:

Ava Nelson  
Clerk

CITY OF GADSDEN  
[Signature]  
Director of Planning

ATTEST:

Ava Nelson  
Clerk

CITY OF GADSDEN  
[Signature]  
Transportation Planner

ATTEST:

Sharon Jones  
Clerk

CITY OF ATTALLA  
[Signature]  
Mayor

ATTEST:

Jashia Blankenship  
Clerk

CITY OF GLENCOE  
[Signature]  
Mayor

ATTEST:

Cynthia B. Osborne  
Clerk

CITY OF SOUTHSIDE  
[Signature]  
Mayor

ATTEST:

Linda Burkhead  
Clerk

CITY OF REECE CITY

Phil C.  
Mayor

ATTEST:

Barbara J. Water  
Clerk

CITY OF RAINBOW CITY

Terry John Calhoun  
Mayor

ATTEST:

Joal Jelum  
Clerk

CITY OF HOKES BLUFF

Jeffery Chestnut  
Mayor

ATTEST:

James A. Powell  
Secretary

NORTH REGION ENGINEER

Curtis W. Vinent  
North Region Engineer

ATTEST:

Arbetha F. Grant  
Executive Director

EAST ALABAMA REGIONAL PLANNING &  
DEVELOPMENT COMMISSION

[Signature]  
Chairman

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED  
AND APPROVED AS TO FORM AND CONTENT:

BY: Jim R. Appolito by J.T.  
Chief Counsel, Jim R. Appolito, Jr.

RECOMMENDED FOR APPROVAL:

Robert J. Jilla  
Multimodal Transportation Engineer,  
Robert J. Jilla

Don T. Arkle  
Chief Engineer, Don T. Arkle, P. E.

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

John R. Cooper  
Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and  
signed by the Governor on this 17<sup>th</sup> day of March, 20 17.

Robert Bentley  
GOVERNOR OF ALABAMA, ROBERT BENTLEY

# City of Attalla



LARRY MEANS  
MAYOR

SHARON JONES  
CITY CLERK

RICHARD RHEA  
CITY ATTORNEY

JOE W. HEREFORD  
DIRECTOR OF PUBLIC SAFETY

COUNCIL MEMBERS  
KENNETH SCISSUM  
DISTRICT 1  
KENNETH DIXON  
DISTRICT 2  
TERRY McCLAIN  
DISTRICT 3  
VIRGINIA SMITH  
DISTRICT 4  
BOB CROSS  
DISTRICT 5  
MAYOR PRO-TEM

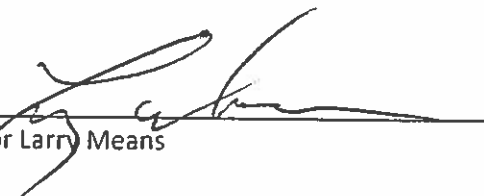
## RESOLUTION No. 5829 (16)

WHEREAS, Section 134 of Title 23 and Sections 1604 (1), 1607 (a) and 1607 (c) of Title 49 of the United States Code require that each urbanized area, as a condition of receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

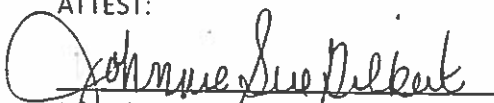
WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on July 2, 2012, new regulations concerning the metropolitan transportation planning process;

WHEREAS, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Resolution.

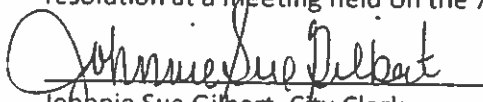
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF ATTALLA, ALABAMA, that the Mayor is authorized to execute and the City Clerk to attest to the cooperated agreement, a copy of which has been exhibited to the City Council.

  
\_\_\_\_\_  
Mayor Larry Means

ATTEST:

  
\_\_\_\_\_  
Johnnie Sue Gilbert, City Clerk

I, Johnnie Sue Gilbert, certify that the Attalla City Council of Attalla, Alabama duly adopted this resolution at a meeting held on the 7<sup>th</sup> day of November, 2016.

  
\_\_\_\_\_  
Johnnie Sue Gilbert, City Clerk



**STATE OF ALABAMA  
COUNTY OF ETOWAH**

**RESOLUTION**

**Authorizing Agreement for Transportation Planning Process  
for the Gadsden Urbanized Area**

**Whereas**, Section 134 of Title 23 and Sections 1604(1), 1607(a) and 1607(c) of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process "C-3-C Process" that results in plans and programs that consider all transportation modes and support metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

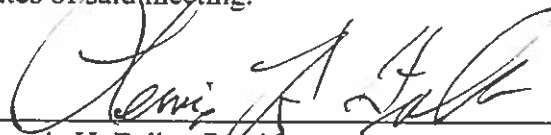
**Whereas**, on July 6, 2012, the Federal Transit Administration and the Federal Highway Administration issued new regulations concerning the metropolitan process; and

**Whereas**, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement that was authorized by the Resolution approved on July 3, 2007.

**Now, Therefore**, BE IT RESOLVED BY THE ETOWAH COUNTY COMMISSION, given that the Commission President is authorized to execute and the County Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the Commission.

ADOPTED this \_\_\_\_ 1st \_\_\_\_ day of \_\_\_\_ November, 2016.

I, Lewis H. Fuller, President of the Etowah County Commission do hereby certify that the above is a true and correct copy of a resolution adopted at the regular meeting on November 1<sup>st</sup>, 2016, and the same appears in the minutes of said meeting.



\_\_\_\_\_  
Lewis H. Fuller, President

ATTEST:



\_\_\_\_\_  
Karen L. Bates  
County Clerk

RESOLUTION 327- B

Whereas, Section 134 of Title 23 and Sections 1604(I), 1607(a) and 1607 (c) of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient economic movement of people and goods; and

Whereas, the Federal Transit Administration and the Federal Highway Administration have issued on July 6, 2012 new regulations concerning the metropolitan transportation planning process;


Whereas, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Resolution No. R-114-95;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF REECE CITY, ALABAMA that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

I certify that the Town of Reece City, Alabama, duly adopted this resolution at a meeting held on November 14<sup>th</sup>, 2016.

  
Phil Colegrove, Mayor

ATTEST:

  
Linda Barksdale, Town Clerk

Resolution No. 5096

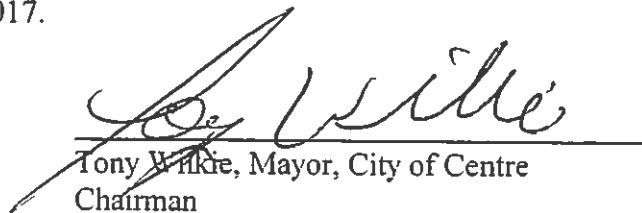
**WHEREAS**, Section 134 of Title 23 and Sections 1604(1), 1607(a) and 1607(c) of Title 49 of the United States Code require that each urbanized area , as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

**WHEREAS**, the Federal Transit Administration and the Federal Highway Administration have issued new regulations concerning the metropolitan planning process; and

**WHEREAS**, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Resolution No. 4904.

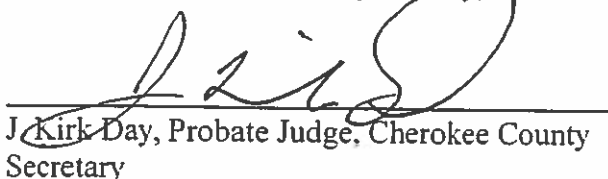
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the East Alabama Regional Planning and Development Commission, that the Commission's Chairman and Executive Director, as appropriate, are authorized to execute and the Commission's Secretary is authorized to attest the cooperative agreement, a copy of which has been exhibited to the Commission's Board of Directors.

Passed and adopted this 25<sup>th</sup> day of January, 2017.

  
Tony Wilkie, Mayor, City of Centre  
Chairman

**ATTEST:**

I, J. Kirk Day, the Commission's Secretary, certify that the Board of Directors of the East Alabama Regional Planning and Development Commission duly adopted this resolution at a meeting held on the 25<sup>th</sup> day January, 2017.

  
J. Kirk Day, Probate Judge, Cherokee County  
Secretary

RESOLUTION NO. R-422-16

**Authorizing Agreement for Transportation  
Planning Process for the Gadsden Urbanized Area**

Whereas, Section 134 of Title 23 and Sections 1604(1), 1607(a) and 1607(c) of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

Whereas, on July 6, 2012, the Federal Transit Administration and the Federal Highway Administration issued new regulations concerning the metropolitan planning process; and

Whereas, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Resolution No. R-176-15;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this resolution at a meeting held on November 8, 2016.

Iva Nelson  
Iva Nelson, City Clerk

I hereby certify that this is a true and correct copy of Resolution No. R-422-16.

Witness my hand and seal of the City of Gadsden this 15th day of November 2016.

Iva Nelson  
City Clerk, City of Gadsden

State of Alabama}  
County of Etowah}  
City of Hokes Bluff}

**RESOLUTION NO. HB20161025-A**

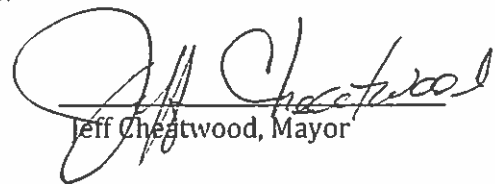
WHEREAS, Section 134 of Title 23 and Sections 1604(I), 1607(a) and 1607 (c) of Title 49 of the United States Code require that each urbanized are, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilities the, economic movement of people and goods; and

WHEAREAS, the Federal Transit Administration and Federal Highway Administration have issued on July 6, 2012 new regulations concerning the metropolitan transportation planning process.

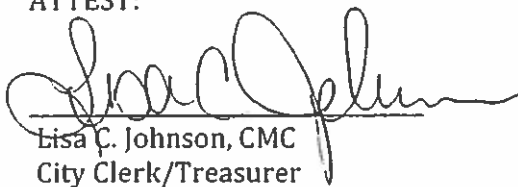
WHEAREAS, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Hokes Bluff Resolution R-20150526A.

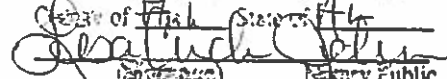
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hokes Bluff, Alabama that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

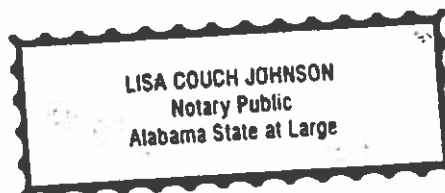
Passed and adopted this 25<sup>th</sup> day of October 2016.

  
Jeff Cheatwood, Mayor

ATTEST:

  
Lisa C. Johnson, CMC  
City Clerk/Treasurer

Subscribed and sworn to before me in my  
office, this 25 day of Oct  
2016, a Notary Public in and for the  
County of Etowah, State of Ala  
  
Notary Public  
My commission expires 1-7-2019



RESOLUTION 0-051-2016

CITY OF SOUTHSIDE  
COUNTY OF ETOWAH  
STATE OF ALABAMA

Authorizing Agreement for Transportation  
Planning Process for the Gadsden Urbanized Area

WHEREAS, Section 134 of Title 23 and Sections 1604(1), 1607(a) and 1607(c) of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

WHEREAS, the Federal Transit Administration and the Federal Highway Administration issued on July 6, 2012 new regulations concerning the metropolitan planning process; and


WHEREAS, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace agreement authorized by Resolution number 0-020-2015.

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTHSIDE, ALABAMA that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

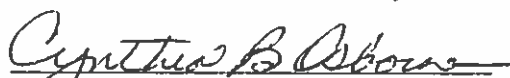
Duly adopted this the 24<sup>th</sup> day of October, 2016 by the Southside City Council.

  
Wally Burns, Mayor

ATTEST:

  
Cynthia B. Osborne, City Clerk

I certify that the City Council of the City of Southside, Alabama, duly adopted this resolution at the Southside city council meeting held on October 24, 2016.

  
Cynthia B. Osborne, City Clerk

RESOLUTION NO. 16-14

WHEREAS, Section 134 of Title 23 and Sections 1604(1), 1607(a) and 1607(c) of Title 49 of the United States Code require that each urbanized area as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient economical movement of people and goods; and


WHERE, the Federal Transit Administration and Federal Highway Administration have issued on July 6, 2012, new regulations concerning the metropolitan transportation planning process;

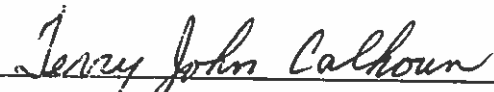
WHEREAS, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama, acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsder Urbanized Area, to replace the agreement authorized by Resolution 07-05.

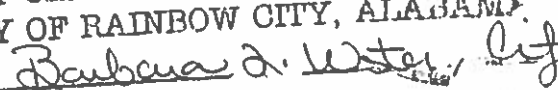
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF RAINBOW CITY, ALABAMA, that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

PASSED, ADOPTED, AND APPROVED THIS 24<sup>TH</sup> DAY OF October, 2015.

ATTESTED:

  
Barbara T. Wester, City Clerk/Treasurer

  
Terry John Calhoun, Mayor

CERTIFIED  
A TRUE COPY OF ORIGINAL  
BARBARA T. WESTER  
CITY CLERK / TREASURER  
CITY OF RAINBOW CITY, ALABAMA  
BY:  City Clerk  
DATE: Oct. 25, 2016

RESOLUTION NO. 16-012

Authorizing Agreement for Transportation  
Planning Process for the Gadsden Urbanized Area


Whereas, Section 134 of Title 23 and Sections 1604(d), 1607(a) and 1607(c) of Title 49 of the United States code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process ("3-C Process") that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

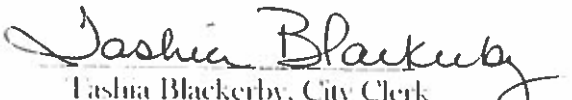
Whereas, on July 6, 2012, the Federal Transit Administration and the Federal Highway Administration issued new regulations concerning the metropolitan planning process; and

Whereas, the Etowah County Commission, the municipalities of Attalla, Gadsden, Glencoe, Hokes Bluff, Rainbow City, Reece City and Southside, the East Alabama Regional Planning and Development Commission and the State of Alabama acting by and through the Alabama Department of Transportation, desire to enter into a new cooperative agreement governing the transportation planning process for the Gadsden Urbanized Area, to replace the agreement authorized by Resolution No. 07-02;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GLENCOE, ALABAMA, that the Mayor is authorized to execute and the City Clerk to attest to the cooperative agreement, a copy of which has been exhibited to the City Council.

I certify that the City Council of the City of Glencoe, Alabama, duly adopted this resolution at a meeting held on October 25, 2016.

  
Charles Gilchrist, Mayor

  
Tashia Blackerby, City Clerk

