ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Administration** Council Meeting Date: **3/14/2013**

Department Contact: **Mayor Battle** Phone # **5005**

Contract or Agreement: **The Alabama Constitution Village Foundation**

Document Name: **Lease Agreement between the City of Huntsville and the Alabama Constitution Village...**

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	**Select...**

Grant-Funded Agreements

Select...	**Grant Name:**

Department	Signature	Date
1) Originating		3/4/13
2) Legal		3-6-13
3) Finance		3/7
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 3/14/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Lease Agreement between the City of Huntsville and The Alabama Constitution Village Foundation

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into Lease Agreement between the City of Huntsville and The Alabama Constitution Village Foundation.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 3/4/13

revised 3/12/2012

RESOLUTION NO. 13-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into a Lease Agreement by and between the City of Huntsville and The Alabama Constitution Village Foundation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Lease Agreement between the City of Huntsville and The Alabama Constitution Village Foundation" consisting of four (4) pages, including Exhibit "A" and the date of March 14, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of March, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of March, 2013.

Mayor of the City of
Huntsville, Alabama

LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ALABAMA CONSTITUTION VILLAGE FOUNDATION

STATE OF ALABAMA)
)
MADISON COUNTY)

LEASE AGREEMENT

This Lease Agreement is made and entered into on the _____ day of _____, 2013, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Lessor," and Alabama Constitution Village Foundation, hereinafter referred to as "Lessee."

Lessor hereby agrees to lease unto Lessee for that period beginning at 8:00 o'clock a.m. on Thursday, the 2nd day of May, 2013, through and including one o'clock p.m. on Sunday, the 5th day of May, 2013, those premises owned by Lessor hereinafter referred to as the "Leased Premises" and which are shown on the map attached hereto as Exhibit "A", which is made a part of this Lease Agreement as if fully set out herein. Such lease is according to the following terms and conditions:

1. Lessee agrees to sponsor a cultural and entertainment event denominated as the "Whistle Stop Festival 2013" on the Leased Premises during the period of the lease.

2. Lessee shall be responsible for the provision of security within the Leased Premises during the period of the lease. The Lessee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Lessee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

3. Lessee shall be permitted to erect a fence around the perimeter of the Leased Premises provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material. Lessee understands and agrees that the actual fence location, as depicted on Exhibit "A" may be modified as directed by Lessor to provide for traffic and pedestrian safety. Lessee further agrees that no road shall be closed, pursuant to any applicable permit, prior to

_____
President of the City Council of
the City of Huntsville, Alabama

_____
Date

8:30 o'clock a.m. on the Thursday preceding the event or after 12:00 p.m. on the Sunday following the event. It is the intent of the parties to this Agreement that roads to be closed in connection with the Whistle Stop Festival 2013 shall remain open as long as is reasonably practicable preceding the event. The following streets will be closed for the event; the outside northbound lane of Church Street starting at the railroad tracks to 100 feet south of Monroe Street, Monroe Street between Church Street and Jefferson Street, Spragins Street between Monroe Street and Holmes Avenue, and the right turn lane of Jefferson Street from the eastbound I-565 exit ramp to Monroe Street.

4. Lessee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Leased Premises and shall not use the premises in an unlawful manner. The Lessee shall obtain all licenses and permits and pay all fees necessary or required to hold events and sell alcoholic beverages on the leased premises.

5. Lessee shall be permitted to sell alcoholic beverages on the Leased Premises. Prices charged for alcoholic beverages shall remain fixed for the duration of the Whistle Stop Festival 2013 event.

6. Lessee agrees to prevent any patron from bringing alcoholic beverages into the Leased Premises, except as provided hereinabove. Lessee agrees to prevent any person from leaving the Leased Premises while in possession of any alcoholic beverage. Lessee further agrees to post signs at each access way into the Leased Premises informing patrons or visitors that (1) access will be denied to any person who attempts to bring alcoholic beverages into the Leased Premises, and (2) that no alcoholic beverages will be allowed to be removed from the Leased Premises.

7. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessor, its agents or employees, Lessee, or by any person who may at any time be using or occupying or visiting the Leased Premises or be in, on or upon the same if such loss, injury, death, or damage shall be caused or result from or arise out of the negligence of Lessee or of any occupant, visitor or user of any portion of the leased premises under the terms of this agreement. Lessee shall indemnify Lessor against all claims, liability, loss or damage aforesaid. The preceding two (2) sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the Lessor, its agents or employees.

8. Lessee agrees to pay to Lessor the overtime costs of providing Police Department personnel outside the boundary of the Leased Premises (related to the Whistle Stop Festival 2013), in an amount determined by the Lessor's Chief of Police.

9. Lessor agrees not to issue any licenses or permits to any entity other than the Lessee for the use of the public rights-of-way in the Central City area for the periods of time covered by this lease.

10. Lessee agrees to pay all costs associated with clean-up of, and damages to, City property, both within and outside of the Leased Premises.

11. Lessee shall maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance covering the leased premises in a minimum amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for the injury to or death of any one person and THREE HUNDRED THOUSAND ($300,000.00) DOLLARS for the injury to or death of any number of persons in one occurrence, and property damage liability insurance 'n the amount of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS. Such insurance shall specifically insure Lessee against all liability assumed by Lessee hereunder as well as liability imposed by law. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds,. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Lessee entering upon the leased premises upon the terms of this agreement.

12. Lessee shall utilize the Leased Premises in compliance with all laws regarding accessibility, including but not limited to, the Americans with Disabilities Act.

13. Lessee's use of the Leased Premises shall comply in all respects with the "Special Event Permit" issued by the Huntsville Police Department for the Whistle Stop Festival 2013.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first above written.

LESSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

ATTEST:

_____
Charles E. Hagood
City Clerk-Treasurer

LESSEE:
ALABAMA CONSTITUTION VILLAGE FOUNDATION

By:_____
Its: Chairman

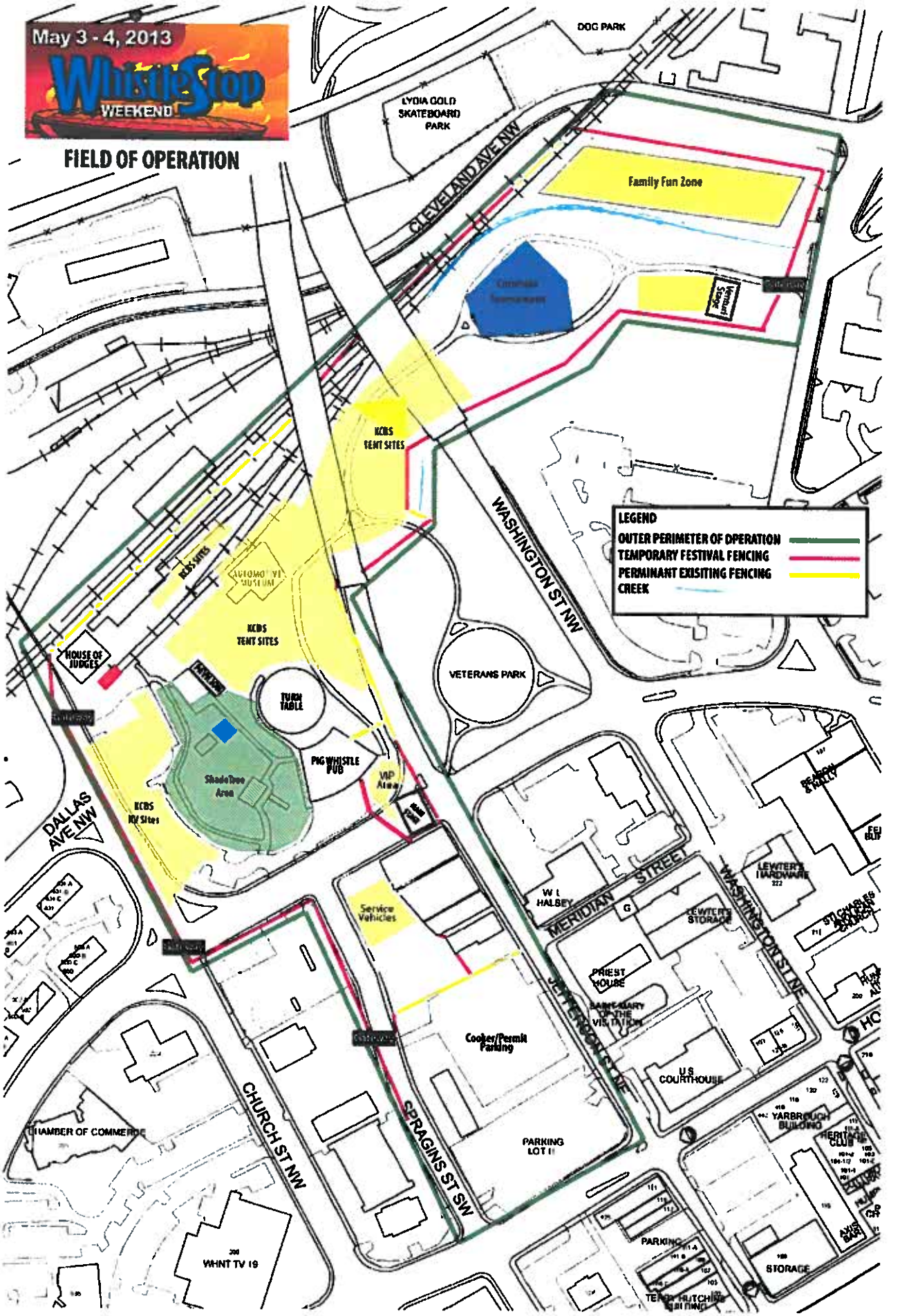
May 3 - 4, 2013
WhistleStop
WEEKEND
FIELD OF OPERATION
DOG PARK
LYDIA GOLD SKATEBOARD PARK
CLEVELAND AVE NW
Family Fun Zone
KCBS TENT SITES
WASHINGTON ST NW
LEGEND
OUTER PERIMETER OF OPERATION
TEMPORARY FESTIVAL FENCING
PERMANANT EXISITING FENCING
CREEK
KCBS SITES
AUTOMOTIVE MUSEUM
KCBS TENT SITES
HOUSE OF JUDGES
TURN TABLE
VETERANS PARK
PIG WHISTLE PUB
VIP Area
ShadeTree Area
KCBS RV Sites
DALLAS AVE NW
Service Vehicles
W L HALBEY
MERIDIAN STREET
LEWTER'S STORAGE
LEWTER'S HARDWARE
WASHINGTON ST NE
PRIEST HOUSE
SANCTUARY OF THE VISITATION
JEFFERSON ST NE
Cooker/Permit Parking
US COURTHOUSE
YARBROUGH BUILDING
HERITAGE CLUB
CHURCH ST NW
SPRAGINS ST SW
CHAMBER OF COMMERCE
PARKING LOT II
PARKING
STORAGE
WHNT TV 19

EXHIBIT A