

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 22, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement among the City of Huntsville, Downtown Huntsville, Inc., and 200 West Side Square, TIC

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Cooperative Agreement among The City of Huntsville and Downtown Huntsville, Inc., and 200 West Side Square, TIC for Outdoor Lighting Enhancements, Project No. 65-14-SP29

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.

Cooperative Agreement to allow for the installation and maintenance of lighting features on 200 West Side Square for a total amount of \$51,739.00. Account No. 23-6300-0811-8501

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathy Math
Handwritten notes: KPM, 5-22-14

Date: 5/20/14

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **5/22/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Cooperative Agreement**

Document Name: **Downtown Huntsville, Inc.**

City Obligation Amount: **\$51,739.00**

Total Project Budget: **\$51,739.00**

Uncommitted Account Balance: **0**

Account Number: **23-6300-0811-8501**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	5/20/14
2) Legal	<i>Mary C. Cates</i>	5/20/14
3) Finance	<i>[Signature]</i>	5/20
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Cooperative Agreement among the City of Huntsville, Downtown Huntsville, Inc., and 200 West Side Square, TIC in the amount of FIFTY-ONE THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$51,739.00) for Outdoor Lighting Enhancements, Project No. 65-14-SP29, 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 document attached hereto and identified as "Cooperative Agreement among the City of Huntsville, Downtown Huntsville, Inc., and 200 West Side Square, TIC for Outdoor Lighting Enhancement, Project No. 65-14-SP29" consisting of a total of three (3) pages plus one (1) additional page consisting of Attachment "A" and the date of May 22, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of May, 2014.

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

APPROVED this the 22nd day of May, 2014.

Mayor of the City of Huntsville,
Alabama

**COOPERATIVE AGREEMENT AMONG
THE CITY OF HUNTSVILLE,
DOWNTOWN HUNTSVILLE, INC.,
and 200 WEST SIDE SQUARE, TIC
FOR OUTDOOR LIGHTING ENHANCEMENTS**

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2014, by and among DOWNTOWN HUNTSVILLE, Inc., hereinafter referred to as "DHI", the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY", and 200 West Side Square TIC, with individual owners, San Francisco Residence Club, Inc., Trust of Thomas and Anne O'Shea, Kate L Donahue, and Grandview Credit, LLC, hereinafter referred to as "WSS".

WITNESSETH:

WHEREAS, the parties desire to jointly participate in an effort to provide lighting enhancements to downtown Huntsville's west side square including a portion of Big Spring Park, to promote and improve the City's Downtown area at night; and,

WHEREAS, CITY desires to provide services to install, operate and maintain the light feature in addition to up to \$37,000 worth of feature lights; and,

WHEREAS, DHI desires to provide additional lights valued at approximately \$32,000; and

WHEREAS, WSS desires to furnish façade, installation, and maintenance easements together with access to the electrical power for the portion of the lights to be installed on the commercial real estate owned by WSS and located at 200 West Side Square, Huntsville, Alabama 35801 (hereinafter the "Building");

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. The term of this agreement shall begin on May 23, 2014, and end on May 23, 2024.

B. DHI agrees to provide all the special lighting features for the City's Big Spring Park area, other than those provided by CITY, pursuant to Section F herein.

President of the City Council of
the City of Huntsville, Alabama
Date: May 22, 2014

C. WSS agrees to provide necessary façade, installation and maintenance easements to allow CITY to install the lighting features described in Attachment A hereto to be installed on the Building. Said easements shall be reasonably suitable in form and content to the Huntsville City Attorney. Additionally WSS agrees to furnish ongoing electrical power to those lights installed pursuant to this Agreement on the South side of Building in accordance with the plans and specifications included in Attachment A. A separate meter shall be installed to measure the cost of electricity and WSS agrees to pay up to \$2,000 annually for such electricity. Thereafter the additional cost shall be borne by CITY.

D. CITY agrees to maintain and shall control the operation of the lighting features attached to the Building during the term of this Agreement. CITY and DHI agree not to interfere with the business of WSS and its tenants. CITY and DHI agree to provide reasonable advance notice to WSS of all light shows and events including a written plan detailing the specific time, a preview of the light display for that event, and identification and contact information for the onsite responsible party for the event.

E. CITY agrees to install four additional lighting features in Big Spring Park to complement the lighting features attached to the Building. Said lighting features shall be installed in accordance with plans and specifications to be developed and approved by the City Engineer and shall be approved by WSS.

F. CITY agrees to provide light fixtures for the project up to a value of \$37,000 along with installation and maintenance services during the term of this Agreement. Prior to installation, CITY and DHI agree to provide a written plan, subject to approval of WSS, detailing method of access to the lights for repairs, maintenance and operation. CITY agrees to maintain the light fixtures in good working order and neat appearance. During the term of this agreement, the CITY shall maintain and repair the façade and any other portion of 200 WSS that is impacted by the fixtures and their operation, maintenance and repair.

G. CITY agrees to provide electrical power for those four fixtures installed and affixed to the real property) that is a part of Big Spring Park during the term of this Agreement. Final lighting feature design plans are to be as approved by the CITY's Director of Urban Development.

H. CITY agrees to remove the eight lighting features and appurtenances attached to the Building at the end of the term of this Agreement. If, after two years of operation, or a breach of this agreement, any of the parties find the use of these lights is too expensive, annoying or dangerous the City shall cause to have them removed within a reasonable time after written notice. After the removal of the said lighting features and appurtenances, City shall repair/restore the façade of the Building to its condition at the time of the installation of the lighting features.

I. WSS shall not be held responsible or liable to any party for any damage, injury or otherwise from the installation, maintenance, operation, failure, falling objects, flying debris, fire etc.

J. This agreement is subject to and construed in accordance with the laws of the State of Alabama. Venue to enforce any provision of this Agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 22nd day of May, 2014.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

By: _____
Charles E. Hagood
Its: Clerk-Treasurer

AGENCY:

DOWNTOWN HUNTSVILLE, INC.

BY: _____
ITS: _____

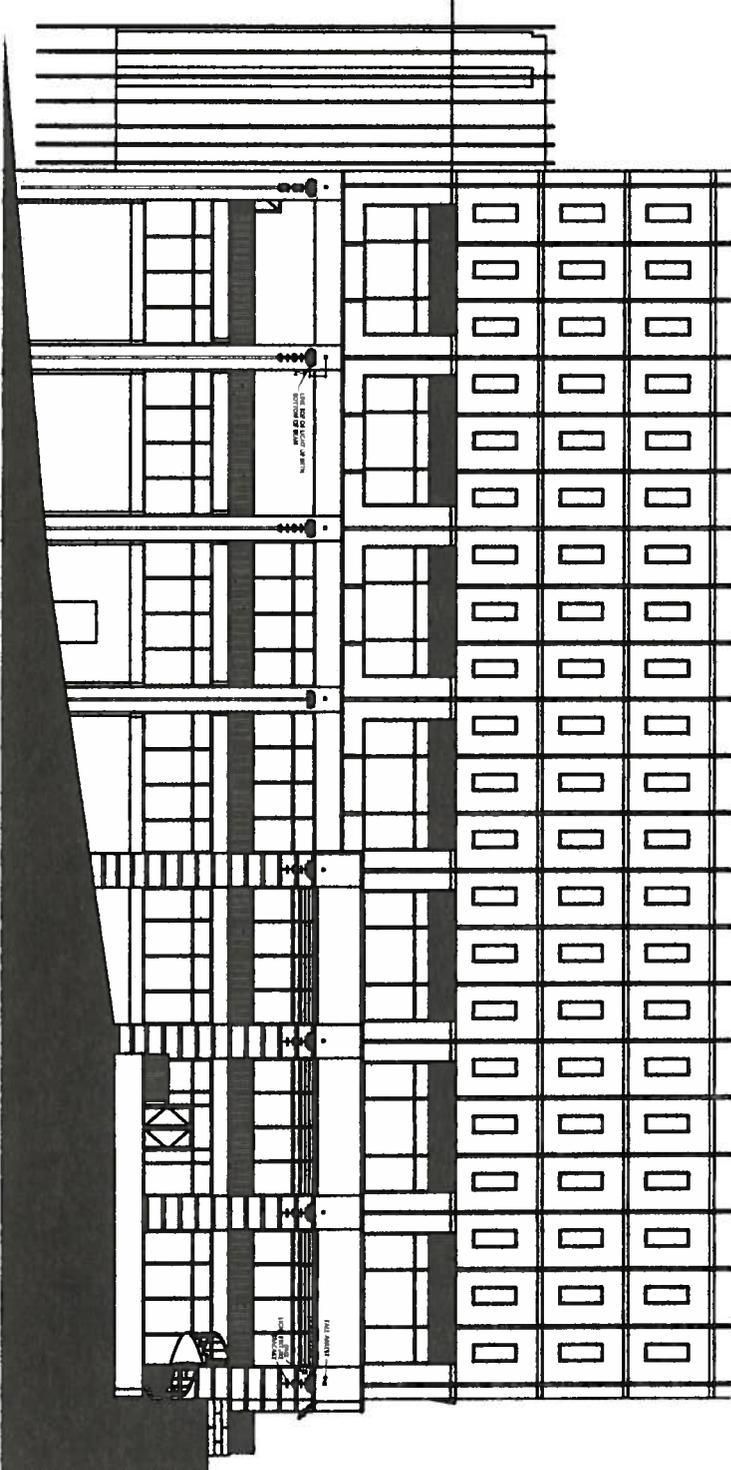
WITNESS:

200 WEST SIDE SQUARE, TIC

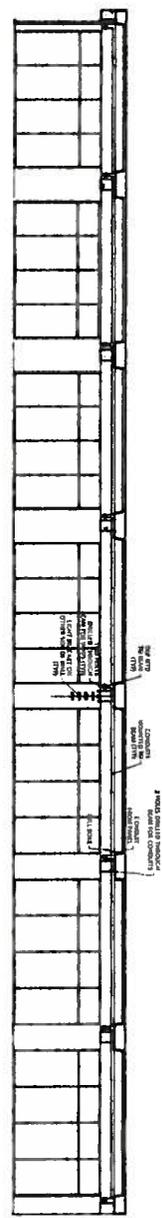
BY: _____
ITS: _____

WITNESS:

1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 INTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



REVISIONS

JOE DATA

DATE	BY	CHK
2/10/14	JLC	JLC

SHEET

A-1

PARK LIGHTING FOR
CITY OF HUNTSVILLE
 200 WEST SIDE SQUARE
 HUNTSVILLE, AL

SOUTH ELEVATION INTERIOR
 ELEVATION



NewSouth Architects
 917 Howell Scales Square
 Huntsville, AL 35894-4851
 (256) 534-5046