

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 3/10/2016

Department Contact: Joy H. McKee

Phone # 256-427-5048

Contract or Agreement: Agreement between City of Huntsville and Roark Chainsaw Carving

Document Name: Agreement between City of Huntsville and Roark Chainsaw Carving

City Obligation Amount: \$850.00

Total Project Budget: \$850.00

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>Joy H. McKee</i>	2-22-2016
2) Legal	<i>Mary Clites</i>	3-9-2016
3) Finance	<i>M. Sarge</i>	3-8-2016
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Mar 10, 2016

Action Requested By: Landscape Management

Agenda Type: Resolution

Subject Matter:

Agreement between City of Huntsville and Roark Carving.

Exact Wording for the Agenda:

Agreement between City of Huntsville and Roark Carving for Earth Day Event at Hays Nature Preserve on April 23, 2016.

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

Item to be considered for: Action

Unanimous Consent Required: No

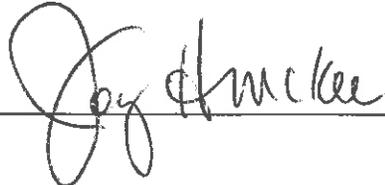
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

The agreement lists the terms of Roark Carving for participating in the Earth Day Event at Hays Nature Preserve on April 23, 2016.

Associated Cost: \$850.00

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 2-22-2016

RESOLUTION NO 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Roark Phillips Chainsaw Carving on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said document is substantially in words and figures similar to that certain document attached hereto and identified as "Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Roark Phillips Chainsaw Carving," consisting of one (1)page and the date of March 10th, 2016 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 10th day of March_____, 2016.

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

APPROVED this the 10th day of March_____, 2016.

Mayor of the City of
Huntsville, Alabama

Roark Phillips Chainsaw Carving
17 Ra Virg Road
Fayetteville TN 37334
931-625-2162

This Agreement is entered into this 10th day of March, 2016 by and between City of Huntsville, Al, hereinafter referred to as "Event", and Roark Phillips Chainsaw Carving, hereinafter referred to as "Artist".

It is mutually agreed between the parties as follows:

The Event hereby engages the artist, and the artist agrees, to carve and perform upon all terms and conditions herein set forth:

Artist: Roark Phillips

Performances: April 23, 2016

Performance Schedule: Chosen by event. Performances must be within an eight hour period.

Ownership of Carvings: Event

Event: Earth Day

Event Date: April 23, 2016

Event Address: 7161 HWY 431 South Huntsville

Phone: 256-532-5326

Contact Person: David Worley Contact Phone 256-427-5226

Contact Address:

Considerations;

Money will be payable to Roark Phillips Chainsaw Carving by cash or check before noon of the last day of event in agreed upon amount of: \$850

Additional

Provisions:

Event provides all logs.

Event provides equipment to move logs.

Event provides scrap wood and sawdust clean up each day.

Event provides four (4) event passes with parking for each day.

(*Artist will rake all scrap into a pile for cleanup.)

Artist Signature: _____

Event Signature: _____

Mayor

Date: _____

DATE (MM/DD/YYYY)
05/22/2015



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE
BILL CUNNINGHAM, AGENT
State Farm PO BOX 573
FAYETTEVILLE, TN 37334

CONTACT NAME: LEAH PLUNKETT
PHONE (A/C, No, Ext): 931-433-2594
E-MAIL ADDRESS: leah.plunkett.plbt@statefarm.com
FAX (A/C, No): 931-433-0212
INSURER(S) AFFORDING COVERAGE
INSURER A: STATE FARM INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED ROARK PHILLIPS
DBA RUSTIC DESIGN
71 RAVIRG RD
FAYETTEVILLE, TN 37334

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		92-K1-6647-2	06/09/2015	05/09/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

~~State Farm Insurance Co.~~
~~123456789~~
~~1234567890~~

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bill Cunningham, Agent