



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/21/2024

File ID: TMP-4833

Department: Parking

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into amendment four to the Development Agreement with Jefferson Hotel Partners, LLC.

Resolution No.

Finance Information:

Account Number: N.A.

City Cost Amount: N.A.

Total Cost: N.A.

Special Circumstances:

Grant Funded: N.A.

Grant Title - CFDA or granting Agency: N.A.

Resolution #: N.A.

Location: (list below)

Address: N.A.

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 24-_____

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, a municipal corporation the state of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and the Jefferson Hotel Partners, LLC,” consisting of 6_ pages, and the date of November 21, 2024, 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 21st day of November, 2024.

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

APPROVED this the 21st day of November, 2024.

Mayor of the City of
Huntsville, Alabama

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND JEFFERSON
HOTEL PARTNERS, LLC.**

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This **FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT** (the “Fourth Amendment”) is made this 21st day of November, 2024, by and between **THE CITY OF HUNTSVILLE**, a municipal corporation under the laws of the State of Alabama (hereinafter referred to as the “City”) and **JEFFERSON HOTEL PARTNERS, LLC**, a Delaware limited liability company (hereinafter referred to as “Company”). The City and Company are sometimes referred to herein individually as a “Party” or collectively as the “Parties”. The City and Company hereby agree as follows:

RECITALS

WHEREAS, the City and Company have previously entered into that Certain Development Agreement dated June 14, 2018, and approved by the City Council of the City of Huntsville, Alabama, pursuant to Resolution No. 18-456, as amended by that certain First Amendment to Development Agreement dated February 19, 2019, and further amended by that certain Second Amendment to Development Agreement dated November 21, 2019, and additionally amended by that Third Amendment to Development Agreement dated August 13, 2020 (as amended, the “Agreement”); and

WHEREAS, pursuant to the Agreement, the City and Company entered into that certain Parking Agreement dated February 19, 2019, and recorded in as Document No. 2019-00012188 in the Office of the Judge of Probate of Madison County, Alabama (the “Parking Lease”); and

WHEREAS, City and Company desire to amend the Agreement and the Parking Lease in order to adjust the area in which parking spaces may be leased in support of the parking needs for public accessibility respecting the Development and provide for the amendment of the parking lease agreement entered into by the parties; and

WHEREAS, the City has determined that availability exists, and that it is in the best interest of the City to lease parking spaces within the downtown areas as generally shown on Exhibit D to the Agreement as well as within Garage D (which is located on the perimeter of the area indicated on Exhibit D) in support of the parking needs for public accessibility respecting the Development; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereby agree as follows:

1. **Amended Parking Availability Area:** The area in which parking availability exists and in which it is in the best interest of the City to Lease parking spaces within the downtown

area to Company is amended by the strict addition of the Garage D to such area. In all other respects, the parking availability area defined in Exhibit D to the Agreement remains unchanged. The location of Garage D is indicated on Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

2. **Amendment to Parking Lease:** The Company understands and agrees that the licensing of any public parking spaces within a City public parking facility does not provide the Company any governance or rights to the overall operation, management, and maintenance of said public parking facility. The City agrees to make available and to work in good faith with the Company to negotiate definitive terms of an Amendment to the Parking Lease in substantially the form of the First Amendment to Parking Agreement attached hereto as Exhibit B. Anything in this Amendment to the contrary notwithstanding, whether express or implied, the City shall be under no obligation to lease, license, or otherwise make available parking to the Company, or otherwise for the Development, except as agreed in the current Parking Lease unless and until the Parties have first finalized and executed the Amendment to the Parking Lease.

3. All other terms and conditions remain unchanged and in full force and effect.

4. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Fourth Amendment to Development Agreement, effective as of the date first above written.

CITY:

CITY OF HUNTSVILLE, ALABAMA

By: _____	Attest: _____
Tommy Battle	Shaundrika Edwards
Its: Mayor	Its: City Clerk

COMPANY:

JEFFERSON HOTEL PARTNERS, LLC

By:  _____
Wesley Crunkleton
Its: Manager

Exhibit A

Depiction of Parking Facilities

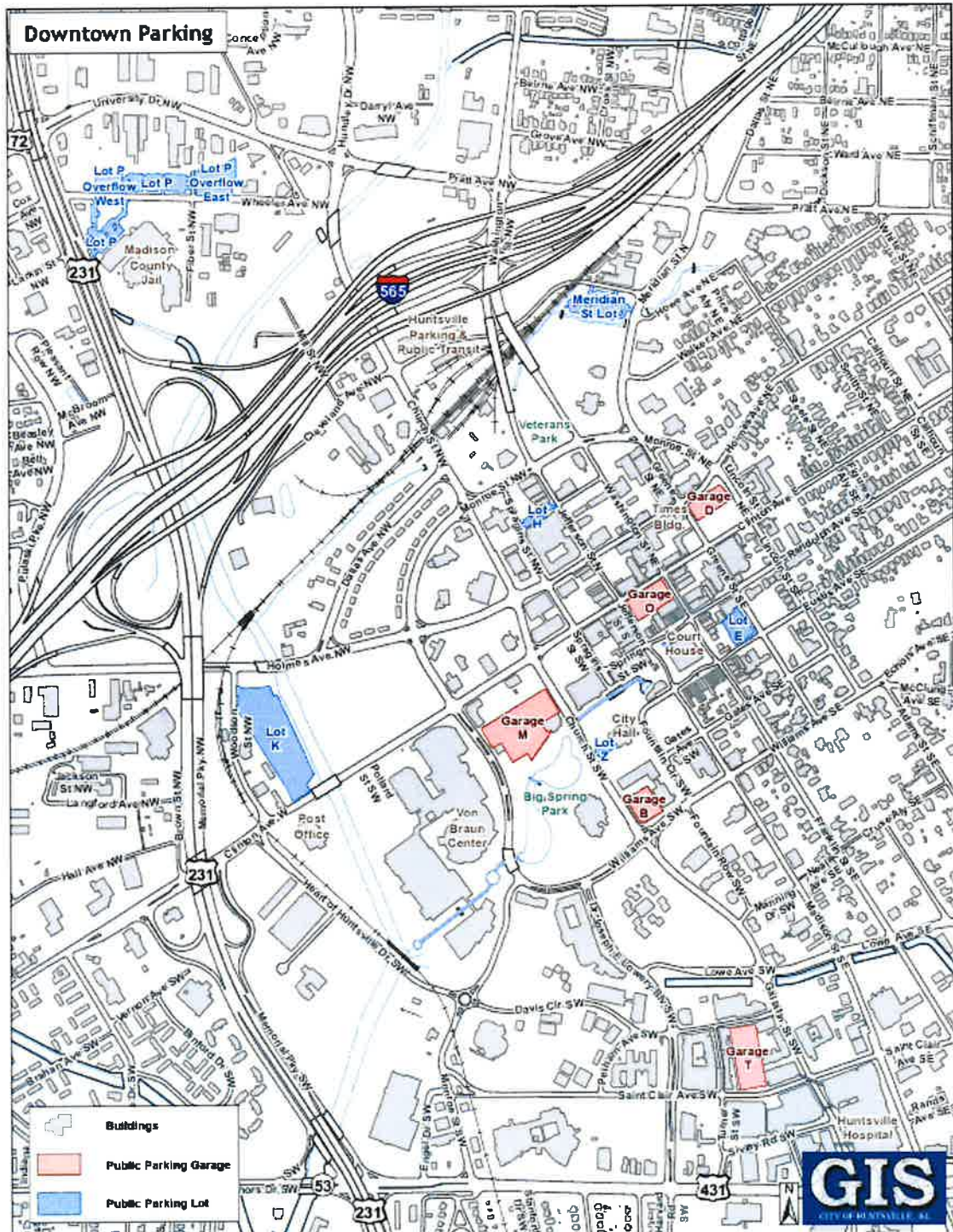
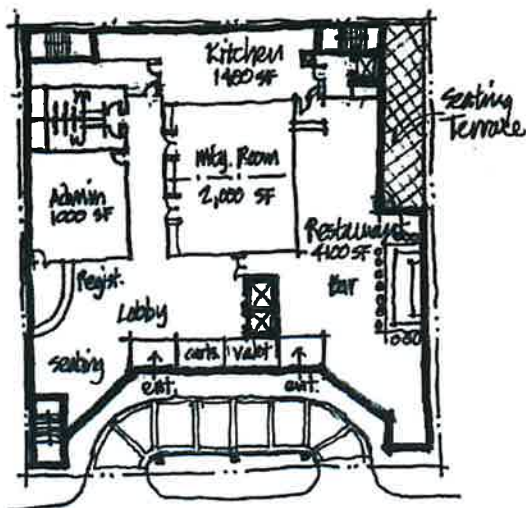


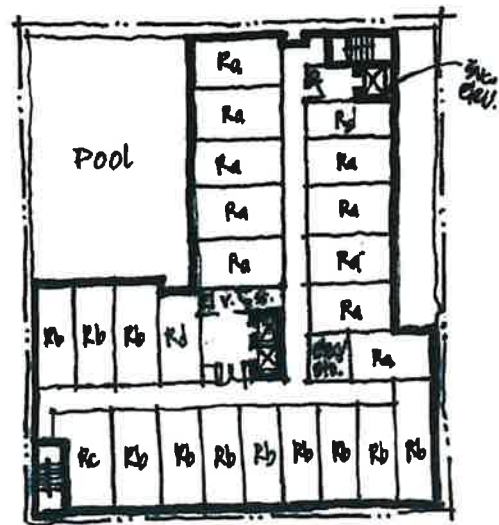
EXHIBIT B

THE DEVELOPMENT



Ground Floor

13,500 sq. ft.

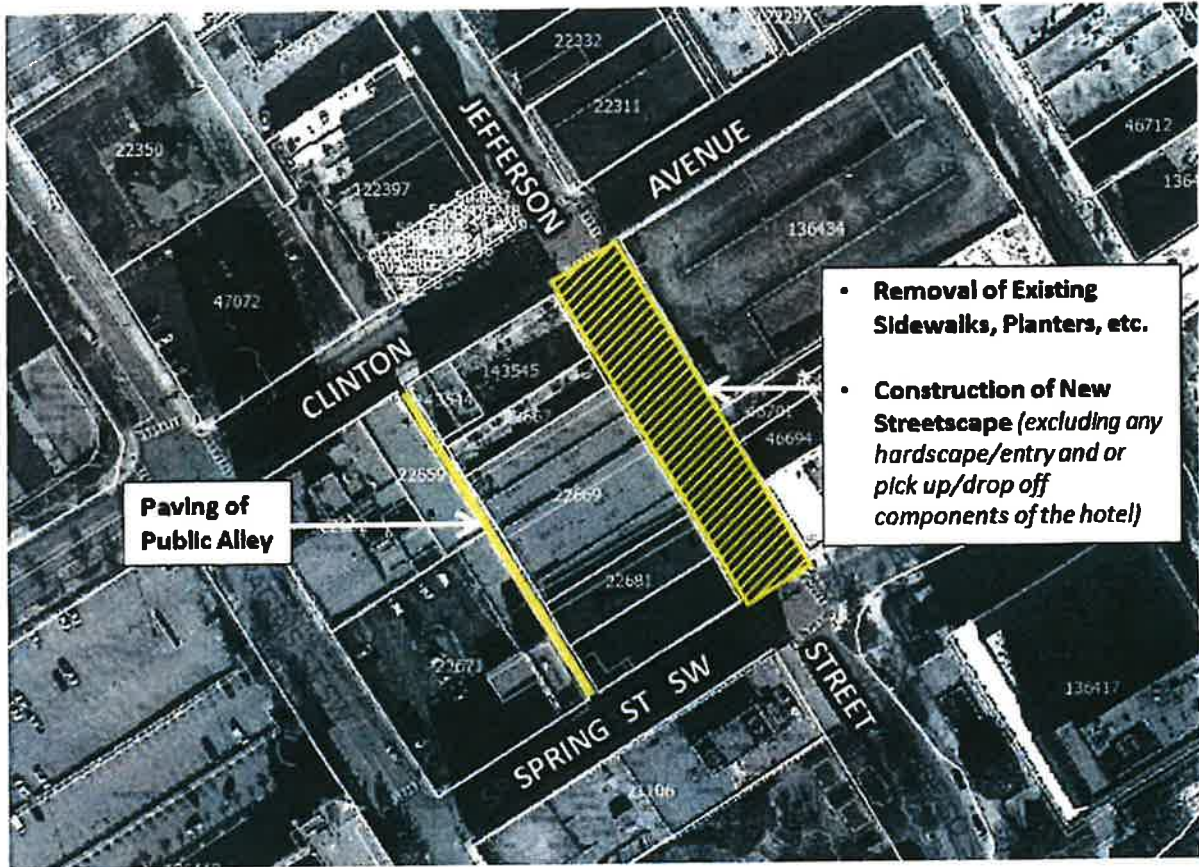


Typical Floor 3-6

12,600 sq. ft.

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS



TYPICAL DOWNTOWN STREETScape
(subject to site conditions and final design)

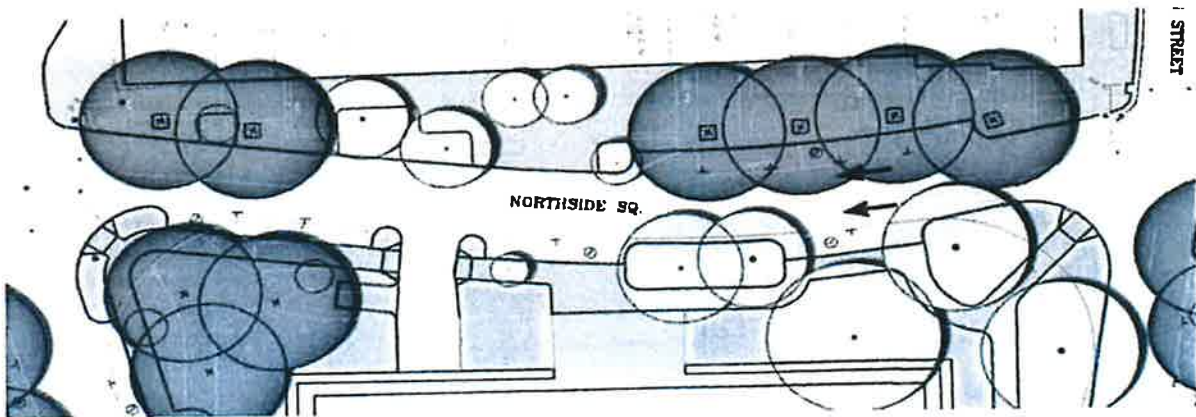


EXHIBIT D

LEASE SPACE AREA OF PUBLIC PARKING FACILITIES

