



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/6/2025

File ID: TMP-6228

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the YMCA of Metropolitan Huntsville, Inc., d/b/a Heart of the Valley Y, for parking spaces in the City's garage D.

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: 228 East Holmes Avenue

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

Additional Comments:

5 year lease begins the date that the East Holmes Ave location opens. YMCA will lease 50 spaces in Garage D and provide 51 annual memberships to the city at no cost for City employees and retirees as part of the City's wellness program. YMCA will also provide additional memberships to all employees on a structured fee scale.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement between the City of Huntsville and the YMCA of Metropolitan Huntsville, Inc., d/b/a Heart of the Valley Y, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the YMCA," consisting of four (4) pages, and the date of November 6, 2025, 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 of the City of Huntsville, Alabama.

ADOPTED this the 6th day of November, 2025.

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

APPROVED this the 6th day of November, 2025.

Mayor of the City of
Huntsville, Alabama

Association Wide-access to all YMCA facilities in the Association

Family-Two adults with children aged 22 and under in the same household

Single Parent-Single unmarried parent and children aged 22 and under in the same household

Adult-Individuals between the ages of 30 and 59 years old

Young Adult – Individuals between the ages 19-29 years old

Senior Family-Two adults with one being 60 years of age or older (includes retired City employees) in the same household

Senior-Individuals 60 years of age or older (includes retired City employees)

Pricing Structure

- Adult membership \$51.00 per month Association Wide
- Young Adult membership \$35.00 per month Association Wide
- Family membership \$67.00 per month Association Wide
- Senior membership \$48.00 per month Association Wide
- Senior Family membership \$58.00 per month Association Wide
- Single Parent membership \$58.00 per month Association Wide

All “joining” or other initiation fess will be waived for City employees and retirees.

4. YMCA agrees to make available to the City monthly reports tracking usage of the YMCA facilities by City employees utilizing the free memberships specified in this Agreement.

5. The effective date of this Agreement shall be the date the Downtown YMCA facility opens for business at 228 East Holmes Avenue, Huntsville, Alabama 35801. The term of this Agreement shall be for a period of five (5) years and renewable upon agreement of the parties for one (1) additional five-year term. Upon renewal, the number of parking spaces and/or free annual memberships may be amended by the parties to reflect the actual value of the consideration received by the parties.

6. This agreement constitutes the entire agreement of the parties hereto.

7. If YMCA discontinues operation of the Downtown YMCA facility at said location during the term of this Agreement, the YMCA’s right of use of the parking spaces at the City's Garage "M" specified in this agreement shall cease, and all right in said parking spaces shall revert to the City within thirty (30) days of the YMCA's discontinuance of operations.

8. This Agreement, and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Alabama. Venue for any litigation arising out of the interpretation or enforcement of this Agreement shall be in the Circuit Court of Madison County, Alabama.

9. Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii)

any other address which either party may hereafter designate for itself in writing:

City: City of Huntsville, Alabama
500 B Church Street
Post Office Box 308
Huntsville, Alabama 35804-0308
Attention: Director of Parks and Recreation

with a copy to: City Attorney's Office
Post Office Box 308
Huntsville, Alabama 35804-0308
Attention: City Attorney

YMCA:

If either party hereto changes its address or other contact information for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

10. The parties further agree that this Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

11. It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral, or otherwise, and that there is no other agreement between the parties other than that contained herein.

12. 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.

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

YMCA OF METROPOLITAN HUNTSVILLE, INC.
d/b/a HEART OF THE VALLEY YMCA

By: Bew Carr

**THE CITY OF HUNTSVILLE, a municipal
corporation in the State of Alabama**

By: _____
Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk