



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026

File ID: TMP-6441

Department: Parks and Recreation

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement by and between the City of Huntsville, and Huntsville Electric Utilities Board for the event “APPA 2026 Lineman’s Rodeo”.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: \$

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 2200 Jaycee Way SW Huntsville AL 35801

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

Additional Comments:

The American Public Power Association (APPA) Lineworkers Rodeo returns in 2026 to Huntsville, Alabama, at John Hunt Park on March 27-28. This nationally recognized event brings together public power lineworkers from across the country to compete in a series of safety-focused and technical skill challenges.

Competitions are open to both journeymen and apprentices, with newly introduced categories designed to accommodate utilities of varying sizes. In addition to the competitive events, the rodeo provides valuable opportunities for professional training, peer networking, and recognition of excellence in the public power

industry.

Set-up will take place March 23-26, 2026, with the event occurring March 27-28, 2026, and clean-up scheduled for March 28-29, 2026. The event will be held at John Hunt Park Festival Grounds and the Jaycee Community Building, Huntsville, AL. Event parking will be available at Joe Davis Stadium and designated areas south of the Festival Grounds within John Hunt Park. Please note that Jaycee Way will be closed between Phillip Dotts Dr. and Steve Hettinger Dr. during the event period.

RESOLUTION NO. 26-

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 a Facility Use Agreement by and between the City of Huntsville and Huntsville Electric Utilities Board 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 "Facility Use Agreement between the City of Huntsville and Huntsville Electric Utilities Board" consisting of nine (9) pages, including Exhibit A, and the date of February 12, 2026, 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 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

Mayor of the City of Huntsville, Alabama

FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND
HUNTSVILLE UTILITIES ELECTRIC BOARD

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND HUNTSVILLE UTILITIES ELECTRIC BOARD

This License Agreement (the “Agreement”) is entered into this 12th day of February, 2026, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the “City” or “Licensor”), and Huntsville Electric Utilities Board, an unincorporated board created and established pursuant to Ala. Code § 11-50-490 et seq. (hereinafter referred to as “Licensee” or “HU”).

1. Use of premises, timing, and road closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A**, and hereinafter referred to as the “Premises” (and being the John Hunt Park Festival Site and Jaycee Community Building), located at 2195 Jaycee Way, Huntsville, AL 35801, to be used for an event called the “APPA Lineworkers Rodeo” (the “Event”), which shall be a nationally recognized event that brings together public power lineworkers from across the country to compete in a series of safety-focused and technical skill challenges; while also providing valuable opportunities for professional training, peer networking, and recognition of excellence in the public power industry; and for no other purpose.

(b) Licensee’s access to the Premises shall be subject to subsection 1(c) concerning the road closure of Jaycee Way, between Phillip Dotts Drive and Steve Hettinger Drive. Licensee may access the Premises, with the exception of the Festival Site, for Event set-up on Monday, March 23, 2026. The Event shall commence on Friday, March 27, 2026, and shall conclude no later than Saturday night, March 28, 2026. The cleanup/take-down of the Event and restoration of the Jaycee Community Building shall begin on March 28, 2026 and conclude on March 29, 2026. Setup and restoration of the Festival Site are subject to the provisions provided in Section 4 of this agreement.

(c) All road closings mentioned in 1(b) shall be set forth in the special event permit issued by the Huntsville Police Department for the Event. It is the intent of the parties to this Agreement that roads closed in connection with the APPA Lineworkers Rodeo shall remain open so long as reasonably practicable preceding the event and shall reopen as soon as is reasonably practicable following the event.

2. Security; access.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee may, at its sole cost and expense, 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 for the event by the Huntsville Police Department. Any agreement(s) between Licensee and any off-duty City of Huntsville Police officer(s) shall comply with the insurance and indemnity requirements of Ala. Code 1975 § 6-5-338.4(d).

(b) In addition, and at its sole cost and expense, Licensee may hire private security for the Event, as approved by the Huntsville Police Department.

(c) Licensee agrees that, at any time, the Huntsville Police Department may require that the event be canceled, the conduct of the event modified, or prescribe such other measures that may be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) 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.

4. Setup and Restoration of the Festival Site

(a) HU and City Landscape Management personnel will meet on site prior to any preparation for setup and installation of the utility poles. During this meeting, the Festival Site will be walked and evaluated for condition of the grounds prior to this event.

(b) HU will also coordinate with City of Huntsville General Services in advance of setup to identify the location of any underground infrastructure.

(c) HU will be given access to the Festival Site after the evaluation has been signed off by both officials.

(d) Once the event is completed, officials will meet on site to evaluate any damages done during the event and come up with a plan of repairs outside of the scope of repairing the holes that were dug for the utility poles. Once this is signed off by both parties, HU may then begin repairs on the site.

(e) Utility hole repair shall be done in multiple phases because of the depth of the holes. Phase one will be #2 limestone rock (2-3") put in the bottom of the hole one foot at a time with hand tamping at each one-foot interval and filled up to a total of 4' from the bottom. Once reaching the four-foot mark, the rock will be covered with filter fabric to prevent soil from falling into the rock. The final phase shall include a foot of topsoil tamped and then filled with water, once the water filters through another foot of topsoil and tamping will be done on top. Water will be added to this, then soil added again to bring the height of the soil to match the existing grade of the surrounding ground. Final stage is to take a skid steer to roll over the hole and pack it one final time and add more soil as needed to equate to a level grade. Landscape

Management officials will be on site to evaluate this process from start to finish to make sure each step is taken.

(f) Repairs to any other damages to the Festival Site will include filling any ruts or depressions created before, during and after the event with topsoil and Harley raked to a smooth surface. All disturbed areas throughout the event that has bare soil exposed will be sodded with Tifton 419 Bermuda sod and rolled to a smooth surface.

(g) Once all repairs are made, City Landscape Management and HU officials will meet on site to evaluate all repairs and the overall grounds. The 100 holes will be evaluated throughout the spring and summer months for depressions and refilled if any are found. Once City Landscape Management officials are completely satisfied, both parties will sign off on the agreement.

(h) Estimated cost of restoration. In the event the Festival Site is not restored to the City's satisfaction, HU agrees to pay the following minimum restoration expenses to the City:

#2 gravel (2 – tri axle loads) \$2500
Clean topsoil (5 – tri axle loads) \$2500
Tifton 419 Bermuda Sod installed (1,000 sq. yds.) \$3250
Equipment and personnel costs \$6750

Total Estimated Costs of Restoration \$15,000

5. Conditions of Licensee's Use of the Premises.

(a) Compliance with laws: Licensee agrees to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Safety: Licensee agrees to take all reasonable precautions for the safety of Event attendees.

(c) Licenses and permits: Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensor may require Licensee to provide proof of proper permitting or licensure prior to or during the Event.

(d) Lighting: Licensee shall be responsible for providing adequate security lighting for the Premises during the Event.

(e) Stages/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, nor otherwise deface or damage any portion of the Premises.

(f) Access: Licensee shall, at all times, maintain handicap access throughout the Premises. Licensee shall maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(g) Electricity: Licensee may use existing electrical infrastructure as it currently exists and may not alter any interface without prior approval of Licensor. Any electrical modifications requiring an electrician will be at the expense of the Licensee. Licensor will not provide assistance. Any ancillary electrical needs will be Licensee's responsibility.

(h) Restrooms: Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed from the Premises no later than Wednesday following the event. At least some of the units must meet ADA standards of accessibility.

(i) Vendors: Licensee shall require all food, drink, and other vendors to obtain all necessary city license and Health Department food permits. Licensee shall provide proof of all license and food permits to Licensor.

(j) Trash: City will provide all trash containers and trash disposal for the event.

(k) Clean Up: Licensee is responsible for all clean-up of the premises and any cost associated with clean up.

(l) Property outside Premises: To the extent the Event is conducted on property outside the Premises on property owned by or leased to others, Licensee shall be solely responsible for obtaining the right to conduct the Event on said property, and nothing herein shall be construed to provide Licensee any interest in such property.

(m) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.

6. Parking.

Event parking shall be restricted to the parking lots in John Hunt Park that are located south of Joe Davis Stadium.

7. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees), up to the limits of the insurance policy provided for in Section 8 of this agreement. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 7 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

8. Insurance.

Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Products/Completed Operations
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers, except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

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 Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. Fee. Licensee shall pay a fee to the City of Six Thousand Three Hundred and No/100 Dollars (\$6,300) for the use of the Premises.

10. Non-compliance.

In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the City of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

11. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

12. Electronic Signatures.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

ATTEST

**LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA**

Shaundrika Edwards
City Clerk

By: _____
Tommy Battle, Mayor

**LICENSEE:
HUNTSVILLE UTILITIES ELECTRIC BOARD**

By:  _____
Its: President/CEO

EXHIBIT A

John Hunt Park Festival Grounds and Jaycee Community Building

